#### C:\Users\Clare\AppData\Local\Microsoft\Windows\INetCache\Content.Word\logo1.jpg**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** (the "**Agreement**") is made on [Current Date]

**BETWEEN**:

(1) **[Your Company Name]**, incorporated under the laws of [Your country of incorporation], having its registered office at [Your legal Address]; and

(2) **2° Investing Initiative Deutschland e.V.**, a Non-Government Organisation incorporated in Germany (Company No: 95167518) having its registered office at Am Kupfergraben 6a, 10117 Berlin (the"**Company**").

**INTRODUCTION**:

[Your Company Name] and the Company are respectively the owners of Confidential Information (as defined below) which they have agreed to disclose to each other in connection with the Purpose (as defined below) on the terms and conditions set out in this Agreement.

THE PARTIES AGREE as follows:

# 1. INTERPRETATION

## In this Agreement:

"**Confidential Information**" means any information relating to the Disclosing Party (as defined below) or a member of its Group (as defined below) disclosed (whether before or after the date of this Agreement and whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party or by another person on behalf of the Disclosing Party to the Receiving Party (as defined below) or to another person on behalf of the Receiving Party including, without limitation, any information relating to the Purpose (as defined below) or to the Disclosing Party's or any of its Group member’s operations, processes, plans or intentions, know how, trade secrets, market opportunities and business affairs, as well as the fact that parties have entered into this Agreement and discussions and negotiations regarding the Purpose (as defined below);

"**Disclosing Party**" means the party to this Agreement disclosing the Confidential Information;

"**Group**" means a party and all of its subsidiary undertakings and/or affiliates;

"**Purpose**" means discussions and negotiations between the parties to enable the parties to decide whether to possibly enter into the portfolio 2-degree alignment check.

"**Receiving Party**" means the party to this Agreement to whom the Confidential Information is disclosed.

## In this Agreement a reference to:

### a person includes a reference to a corporation, body corporate, association or partnership;

### a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

### a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Agreement.

## The headings in this Agreement do not affect its interpretation.

# 2. UNDERTAKINGS CONCERNING CONFIDENTIAL INFORMATION

In consideration of a party supplying its Confidential Information to the other party the parties undertake as follows:

## 2.1 to keep the other party's Confidential Information confidential including, without limitation, taking the measures set out in Clause 3;

## 2.2 not to use the other party's Confidential Information except for the Purpose;

## 2.3 not to disclose the other party's Confidential Information to another person and to use all reasonable efforts to prevent any such disclosure except as permitted under Clause 4.

# 3. KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL

Each party shall, in relation to the Confidential Information of the other party exercise in relation to the Confidential Information no lesser security measures and degree of care than those which it applies to its own confidential information and which it warrants as providing adequate protection against any unauthorised disclosure, copying or use.

# 4. DISCLOSURE OF THE CONFIDENTIAL INFORMATION

## 4.1 Each party may disclose the Confidential Information of the other party:

### 4.1.1 with the prior written consent of the other party;

### 4.1.2 to its or its Group member’s employees, directors, officers or professional advisors to the extent that disclosure is necessary or desirable for the Purpose; or

### 4.1.3 where disclosure is required by applicable law or regulation (including rule of stock exchange), by a court of competent jurisdiction or by another appropriate regulatory body provided that (a) the disclosure shall so far as is reasonably practicable and permitted by law be made after consultation with the other party, after taking into account the other party's reasonable requirements as to its timing, content and manner of making or despatch and only that Confidential Information shall be disclosed as is legally required and (b) if the party required making the disclosure is unable or legally unpermitted to consult the other before the disclosure is made, that party shall to the extent permitted by law inform the other party of the circumstances, timing, content and manner of making or despatch of the disclosure or announcement immediately after such disclosure is made (and, in any case, only that Confidential Information shall be disclosed as is legally required).

4.2 Prior to disclosure of the Confidential Information to a Recipient (as defined below), the Receiving Party shall ensure that the Recipient has received a copy of this Agreement and shall ensure that the Recipient complies with the terms of this Agreement as if the Recipient were a party to this Agreement.

## 4.3 "**Recipient**" means a person to whom any Confidential Information is disclosed, for the purposes of Clause 4.1.1 and 4.1.2.

## 4.4 The data provided by the Disclosing Party may be used by the Receiving Party as part of an overall Meta-Analysis at the end of the data collection phase. This Meta-Analysis shall provide an anonymised overall view, ensuring that no Party is individually identified.

# 5. EXCEPTIONS

This Agreement does not apply to Confidential Information:

## 5.1 to the extent that the Confidential Information is or comes into the public domain other than by breach of this Agreement;

## 5.2 which the Receiving Party can show by its written or other records was in its possession prior to receipt from the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence;

## 5.3 which the Receiving Party obtains or has available from a source other than the Disclosing Party without breaching any obligation of confidence;

## 5.4 which has been disclosed by the Disclosing Party to another person without an obligation of confidence.

# 6. FURTHER UNDERTAKINGS

## 6.1 No right or licence is granted to either party in relation to the other party's Confidential Information except as expressly set out in this Agreement.

6.2 Neither party accepts responsibility for or makes a representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. Neither party is liable to the other party or another person in respect of the Confidential Information or its use except in case of wilful misconduct or gross negligence.

# 7. TERM AND TERMINATION

## 7.1 This Agreement shall come into effect on the date of this Agreement and shall continue in full force and effect for a period of one (1) year.

## 7.2 Each party undertakes within 10 business days of receipt of a written request of the other party:

### 7.2.1 subject to Clause 7.3, to return to the other party all documents and other material in its possession, custody or control that contain any part of the other party's Confidential Information; or

### 7.2.2 subject to Clause 7.3, to destroy by shredding or incineration all documents and other material in its possession, custody or control which reflect or have been generated from any part of the other party's Confidential Information and to certify to the other party that this has been done.

## 7.3 Notwithstanding the generality of Clause 7.2, the Receiving Party may retain any material containing Confidential information:

* 1. to the extent the Receiving Party is required to do so by law or a competent judicial governmental, supervisory or regulatory body; and
	2. that cannot be reasonably be expunged from computer systems and/or back-up devices/systems; and
	3. to the extent that this is required for the purpose of the Receiving Party's compliance policies or document retention policies, including but not limited to any minutes of meetings of its Board/Investment Committees which reflect or have been generated from any part of the other party’s Confidential Information,

but the obligations in Clauses 3 and 4 of this Agreement shall continue to apply with respect to such retained Confidential Information.

# 8. GENERAL

## 8.1 The parties acknowledge and agree that this Agreement does not constitute an offer or commitment in any way and does not constitute an agreement to further discuss or negotiate.

## 8.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

## 8.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

8.4 This Agreement may be executed in multiple counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts together constitute one and the same instrument. A counterpart may be delivered by e-mail attachment (PDF).

# 9. notices

Any notice or demand to be made by one person to another in respect of this Agreement may be served by leaving it at the address specified below (or such other address as such other person may previously have specified) or by letter posted by prepaid first-class post to such address (which shall be deemed to have been served on the fifth day following the date of posting), or by fax to the fax number if specified below (or such other number as such person may previously have specified) (which shall be deemed to have been received when transmission has been completed) **provided that** any notice to be served on a party shall be effective only when actually received by the other party, marked for the attention of the department or officer specified by the other party for such purpose.

**For**[Your Company Name]**:**

[Your Company Address]

**For the Company:**

2° Investing Initiative Deutschland e.V.

Am Kupfergraben 6a

10117 Berlin

Germany

# 10. governing law and jurisdiction

This Agreement shall be governed by the laws of the [Your country of incorporation] and the [Your country of incorporation] courts shall have exclusive jurisdiction to settle any dispute which may arise from or in connection with it.

**EXECUTED** by the parties on the date first above written.

[Your Company Name]

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**2° Investing Initiative Deutschland e.V.**

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