

NDA

Mutual confidentiality agreement

This agreement is made between the parties named below. Each party may disclose or receive confidential information and is referred to as the "Disclosing Party" or "Receiving Party" with respect to the information disclosed.

Contracting parties

Party	Declarations
INNO CONSULTING	Alexander C. Barth, acts under INNO CONSULTING, as the owner Breiter Weg 26, 06295 Lutherstadt Eisleben, Germany, Email: contact@inniconsulting.org
Customer	☐ Private Customer / Consumer: First and Last Name : _____ Full Address: _____ Email Address : _____ ☐ Business Customer / Company _____ Company / Legal Form: _____ Register / Registration Number: _____ Address: _____ Represented by: _____ Email Address: _____

Subject / Area of consultation

☐ Business consulting ☐ Start-up consulting ☐ Private client consulting

☐ Recruitment ☐ General financial services ☐ Other: _____

Project / Inquiry / Purpose: _____

1 Purpose and Scope

1.1 The parties intend to examine, prepare, or implement potential or existing consulting, mediation, or other cooperation in the area selected above (the "Purpose"). Confidential information may only be used for this Purpose.

1.2 This agreement applies to confidential information disclosed before or after its signing in connection with its purpose. It does not obligate either party to disclose information, continue discussions, or enter into any consulting, brokerage, financing, employment, or other principal agreement.

1.3 This agreement does not establish any power of attorney, partnership, exclusivity, guarantee of success, or obligation to pay commissions. Such rights and obligations require a separate agreement.

2 Confidential Information

2.1 "Confidential Information" means all non-public information, documents, data and findings that one party makes available to the other directly or indirectly in oral, written, electronic, visual or other form and that are designated as confidential or whose confidentiality can reasonably be inferred from their content or circumstances.

2.2 This includes in particular business and start-up ideas, strategies, concepts, business plans, calculations, prices, sales, financing requirements, asset and income information, bank and insurance information, investor and financing contacts, contract contents, market and customer data, processes, methods, software, technical documents, intellectual property and product information, as well as the existence, content and status of discussions.

2.3 In the area of personnel placement, this includes in particular the identity and contact details of applicants, employees and employers, CVs, certificates, qualifications, salary expectations, interview notes and terms of employment. Personal data must also be processed in accordance with section 8.

2.4 Notes, copies, evaluations, models, summaries and other work results are also confidential insofar as they contain or reveal confidential information.

3 exceptions

3.1 The obligations do not apply to the extent that the Receiving Party proves that the information in question (a) was already publicly known or lawfully accessible at the time of disclosure, (b) subsequently became publicly known without breach of this Agreement, (c) was already lawfully known to it without any obligation of confidentiality, (d) was lawfully obtained from an authorized third party without any obligation of confidentiality, or (e) was independently developed without the use of Confidential Information.

3.2 Statutory rules of evidence remain unaffected. Release is only valid to the expressly stated extent and requires written form.

4. Confidentiality and protective measures

4.1 The Receiving Party shall keep Confidential Information secret, use it only for the intended purpose and protect it with at least the same level of care as it would its own similarly sensitive information, but at least with reasonable care and appropriate technical and organizational measures.

4.2 Access is granted only to members of the governing bodies, employees, and professional advisors who require the information for the intended purpose ("need -to - know ") and are bound by at least an equivalent legal or contractual obligation of confidentiality. The receiving party is liable for culpable breaches of duty by authorized personnel in accordance with statutory provisions.

4.3 Disclosure to other third parties, in particular potential employers, applicants, investors, financing partners or sub-agents, requires the prior written consent of the disclosing party and an at least equivalent confidentiality obligation on the part of the recipient.

4.4 Confidential information may not be made available in publicly accessible or unauthorized AI systems, cloud services, data rooms, or collaboration platforms without prior written consent. Permissible systems must offer a level of contractual and technical protection appropriate to the risk.

4.5 Actual or suspected losses, unauthorized access, use, or disclosures must be reported to the disclosing party immediately. The receiving party shall cooperate reasonably in the investigation and mitigation of damages.

5. Legally required disclosure

Disclosure is required by mandatory law, an enforceable official order, or a court decision, and may be made to the necessary extent. To the extent legally permissible, the receiving party shall promptly inform the disclosing party beforehand, coordinate protective measures with them, and mark the information as confidential.

6. Return and Deletion

6.1 At the request of the Disclosing Party or upon termination of the cooperation, the Receiving Party shall, at the Disclosing Party's discretion, return Confidential Information or delete or destroy it and confirm this in writing upon request.

6.2 Excluded from this are information that remains due to mandatory legal retention obligations or in backup copies that cannot be isolated without disproportionate effort. This information may not be actively used, remains protected, and must be deleted after the reason for its retention ceases to exist, following the usual deletion cycles.

7 Rights, accuracy and work results

7.1 All rights to Confidential Information remain with the disclosing party or the respective rights holder. Disclosure does not transfer any ownership, license, usage, or intellectual property rights, except for the limited right to use the information for the stated purpose.

7.2 Unless otherwise agreed in a separate contract, the disclosing party assumes no liability for the completeness or accuracy of the information. Statutory liability, in particular for intent, fraud, and damages to life, body, or health, remains unaffected.

7.3 Rights to work results produced within the scope of commissioned consulting or mediation are governed exclusively by the respective main contract.

8 Data protection

8.1 Each party processes personal data independently and only if there is a legal basis for doing so under the General Data Protection Regulation (GDPR) and applicable data protection law. In particular, the principles of purpose limitation, data minimization, accuracy, storage limitation, integrity, and confidentiality apply.

8.2 Special categories of personal data, in particular health data, may only be transmitted or processed if this is necessary for the purpose and permissible under Article 9 GDPR. Unnecessary information, especially in application or financial documents, should be redacted before being forwarded.

8.3 This agreement does not replace data protection information or – where necessary – an agreement on data processing, joint controllership or data transfer to third countries.

9 Legal consequences of violations

In the event of a culpable breach of this agreement, the affected party is entitled to the statutory remedies, in particular the right to injunctive relief, removal of the infringing material, and damages, provided the requirements for such remedies are met. Further statutory rights, in particular those under the law on the protection of trade secrets, remain unaffected. This agreement does not include a contractual penalty clause.

10 runtime

10.1 This agreement is effective upon signature. The confidentiality and purpose limitation obligations remain in effect for five years from the date of the respective disclosure.

10.2 For trade secrets within the meaning of the Trade Secrets Act, the obligations also apply as long as the legal requirements for a trade secret exist. Mandatory statutory retention, data protection, and professional secrecy obligations remain unaffected.

11 Applicable Law and Jurisdiction

11.1 The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the customer is a consumer and has their habitual residence in another country, mandatory consumer protection provisions of that country shall remain unaffected.

11.2 The exclusive place of jurisdiction is – to the extent legally permissible – Halle (Saale), if the customer is a merchant, a legal entity under public law, or a special fund under public law. For consumers and in all other cases, the statutory places of jurisdiction apply.

12 Final Provisions

12.1 Amendments and additions to this agreement must be in writing, unless mandatory law requires a stricter form. Individual agreements take precedence.

12.2 Should any provision be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision. Any gaps in the regulations shall be filled in accordance with the principles of statutory interpretation.

12.3 Each party shall receive a copy. Electronic signatures and the exchange of signed PDF copies are permitted unless a stricter form is required by law.

Signatures

For INNO CONSULTING

For the customer

Lutherstadt Eisleben, Date: _____

Place, date: _____

Alexander C. Barth

Name / Function : _____

Signature

Signature