

verifiable LEI (vLEI) Ecosystem Governance Framework vLEI Issuer Qualification Agreement Appendix 1 – Non-Disclosure Agreement



Non-Disclosure Agreement

between

Global Legal Entity Identifier Foundation
St. Alban-Vorstadt 5, 4052 Basel/Switzerland
"GLEIF"

and

<***Name of Qualified vLEI Issuer>
<***Address of Qualified vLEI Issuer>
"Qualified vLEI Issuer"

each also "a Party", together "the Parties"

regarding Confidential Information

Basel, <***Date>

<***Place>, <***Date>

By: Stephan Wolf Sven Schumacher
Function(s): CEO General Counsel

By
Function(s):

made in two originals, one for each Party

Whereas

- A. The Parties plan to enter into the vLEI Issuer Qualification Agreement regarding the Qualified vLEI Issuer’s (Candidate vLEI Issuer until successful completion of the vLEI Issuer Qualification Program) participation in the vLEI Ecosystem and infrastructure, without an obligation of either Party, by mere signature and performance of this Non-Disclosure Agreement, to do so.
- B. Definitions set out in the vLEI Issuer Qualification Agreement are valid for this Non-Disclosure Agreement as well, and both Parties confirm to be aware of those.
- C. Already before, but as well in the course of, performance of their respective rights and obligations under the vLEI Issuer Qualification Agreement, the Parties will disclose to each other and, in the event, to their respective affiliates, employees, advisors and representative’s certain confidential information, and will contact employees of those.
- D. Both Parties are interested in strict confidence with regard to certain disclosed information.

Now, therefore, the Parties agree as follows:

I. CONFIDENTIALITY UNDERTAKING

A. Disclosure of Information

- 1. The Parties will disclose certain information to each other, and for each occurrence of such disclosure, the Party disclosing the information is herein referred to as the **Disclosing Party**, whereas the Party receiving the information is referred to as the **Receiving Party**.
- 2. For the avoidance of doubt, a reference to a Disclosing or a Receiving Party, respectively, shall include its respective affiliates, employees, auxiliary persons such as freelancers, advisors and representatives.

The LOU is aware that GLEIF eventually has to disclose certain information on request. Hence, regarding GLEIF a reference to the Receiving Party shall further include (i) the Chairperson and (ii) the Vice-Chairperson of ROC, and (iii) the Supervisor (member of ROC) if such Supervisor has been formally designated.

B. Confidential Information

- 3. "Confidential Information" shall mean all information furnished to the Receiving Party by the Disclosing Party, whether furnished before the signing, or Effective Date, of the Master Agreement in the context of negotiations or during the term of the vLEI Issuer Qualification Agreement,

- (i) if transmitted in text form, namely in hardcopy such as a letter or an agreement, or electronically such as a pdf- or Word-document, or by e-mail, and the like,
 - (ii) and if clearly marked as "**CONFIDENTIAL**".
4. Confidential Information does not include, however, information which
- (i) is already publicly known or becomes publicly known other than as a result of either Party's breach of the confidentiality undertaking;
 - (ii) was or will be disclosed to the Receiving Party without confidentiality reservation prior to disclosure to the Receiving Party, provided that such disclosure did not constitute a breach of a Non-Disclosure-Agreement of the Disclosing Party with either GLEIF or any local operating unit (including Applicant and Candidate local operating units) or was obtained by the Disclosing Party in breach of laws;
 - (iii) the Receiving Party is required to disclose due to applicable laws, a judgement or an order of a competent authority. In such case, the Receiving Party will notify the Disclosing Party without delay of such disclosure obligation (except if prohibited by law, judgement or order) in order to enable the Disclosing Party to seek an appropriate protective order or other appropriate remedy. In any case, the Receiving Party will limit such disclosure to the legally required minimum.
5. The Disclosing Party shall not unduly mark information provided as "Confidential". The Receiving Party may inquire, from time to time, whether some specific information is still confidential.
6. The Receiving Party is aware and acknowledges for each occurrence of disclosure of Confidential Information that the Disclosing Party has a significant interest that all its Confidential Information be kept confidential, in particular because such Confidential Information may contain know-how and business secrets of the Disclosing Party, or may be subject to banking secrecy or similar mandatory restrictions.
7. The Receiving Party agrees
- 7.1 to keep all Confidential Information confidential and not to disclose, or allow access to, any Confidential Information to any person other than its affiliates, employees, advisors and representatives who are actively and directly participating in the performance of the vLEI Issuer Qualification Agreement, or who otherwise need to know the Confidential Information;
 - 7.2 to procure that any such affiliates, employees, advisors and representatives will observe the terms of this Non-Disclosure Agreement as if such persons were a party hereto, which includes for the avoidance of doubt the ROC-members mentioned in Section 2 2nd paragraph;
 - 7.3 to assume responsibility and to be held liable for any disclosure or use of the Confidential Information other than expressly permitted in this Non-

Disclosure Agreement, pursuant to the vLEI Issuer Qualification Agreement's provisions regarding warranty and liability.

8. The Receiving Party undertakes to use best efforts to protect and maintain the confidentiality of the Confidential Information and to prevent access of unauthorized persons to the Confidential Information.
9. Upon the termination of the vLEI Issuer Qualification Agreement, each Party shall upon request return to the other Party, or destroy, all copies and other records of Confidential Information, except if and to the extent mandatory provisions of law or of professional codes of conduct may require the keeping of records, which requirements shall be communicated to the other Party.
10. This Non-Disclosure Agreement remains valid and binding upon both Parties for an indefinite period also after termination of the vLEI Issuer Qualification Agreement.

II. APPLICABLE LAW AND JURISDICTION

11. This Non-Disclosure Agreement is subject to the law and the jurisdiction agreed in the vLEI Issuer Qualification Agreement. Both Parties explicitly confirm to having had access to the vLEI Issuer Qualification Agreement before signing this Non-Disclosure Agreement.

III. MISCELLANEOUS

12. For the avoidance of doubt, the following provisions of the vLEI Issuer Qualification Agreement apply to this Non-Disclosure Agreement as well:
 - XIII. Agreement Change Process
 - XIV. Confidentiality
 - XV. Appeals and Complaints
 - XVI. Mediation and Arbitration
 - XVII. Miscellaneous
