

## NON-DISCLOSURE AGREEMENT

On the one hand, the Foundation Institut de Recerca en Energia de Catalunya (hereinafter IREC) with NIF G-64946387, located at Jardins de les Dones de Negre 1, 2nd floor, Sant Adrià de Besòs (Barcelona), represented by Mr. Joan Ramon Morante Leonart, acting as director, by virtue of power according to the deed granted before the Notary of Barcelona Mr. Jesús Benavides Lima on October 7, 2015, and number 3.615 of his protocol.

On the other hand, the signing entity (hereinafter ..... ) with NIF....., and located at ....., street....., represented by Mr./Ms. .... , acting as ..... by virtue of ..... according to the deed granted before the Notary of ..... Mr./Ms. .... on ..... of ..... and number .... of his/her protocol.

The parties, in the representation they hold, mutually and reciprocally recognize sufficient legal capacity and sufficient power to grant this agreement, and to that effect, they state the following

### WHEREAS

I. IREC is a research centre recognized as a CERCA centre, attached to the Generalitat de Catalunya with its own legal personality, which, according to its Statutes, aims at research and technological development in the field of energy and its production, transformation, transport, distribution and use, with special attention to technologies that allow the transition from the current energy model to a more sustainable energy model, mainly energy saving and efficiency technologies, clean energy production and use technologies, and renewable energies.

II. acronym of the signing entity is add description.

III. IREC and acronym of the signing entity wish to collaborate on the R+D+i project of a Marine Wind Energy Testing platform (hereinafter the Project).

IV. The parties need to have access to and reciprocally exchange data, documentation, or, in general, confidential information owned by them, with the exclusive purpose of carrying out the actions or activities agreed upon between them within the framework of the Project or its development.

V. In this agreement, the expression "sender" refers to the party providing the confidential information, and "recipient" refers to the party to whom the confidential information of the issuer is provided or received. In accordance with the above, the Parties agree as follows:

### CLAUSES

**FIRST.-** That any information, regardless of its nature (technical, commercial, financial, operational or another type) presented in any medium, whether verbal, written, graphic, or other or on any medium, tangible or intangible, that may be provided, exchanged, or to which access is given in relation to the Project or its development is considered "Confidential Information," including in this category all information generated from Confidential Information.

For illustrative purposes and not limited to, Confidential Information is considered all information related to: business processes, marketing plans, strategic plans, customers, suppliers, know-how, methods, functional analysis, source code, market studies, statistics, financial data, feasibility analysis, technical specifications, formulas, designs, reports, studies, plans, work documents, that affected by data protection regulations and all information that the issuer of the same has not explicitly authorized the recipient to freely use or disseminate prior to or after the signing of this agreement.

**SECOND.-** The parties undertake to mutually provide confidential information of which they are holders in a framework of trust for its use with the exclusive purpose of collaborating on the Project and its development, and to maintain the duty of secrecy and confidentiality of the same, as well as not to reproduce, modify, make it public, facilitate or disclose it to third parties, without the prior and express written authorization of the party holding it.

In order to guarantee the confidentiality of confidential information, the parties undertake: (i) to give access to it to employees who strictly need to know it in order to develop collaboration within the framework of the Project and its development, as well as to all those who collaborate with them; or to the linked entities or to those to which the parties belong, which must also be subject to a confidentiality obligation no less strict than that provided for in this agreement; (ii) to apply the security measures that they apply to their own Confidential Information; (iii) to communicate reciprocally, for prior approval, the content of the information that they may have to transmit to third parties with regard to the development of collaboration within the framework of the Project, and undertake to sign confidentiality agreements with these third parties so that the information continues to be confidential.

**THIRD.-** The obligation of confidentiality shall not apply in cases where the confidential information:

- Is or becomes public domain.
- The receiving party demonstrates that it already knew and had it legally prior to its transmission by the transmitting party and is not subject to the obligation to preserve its confidentiality.
- It has been legitimately received from a third party to whom confidentiality is not required and who, in disclosing it, has not violated a confidentiality obligation.
- It has been independently developed by the receiving party.
- It is disclosed with the prior written authorization of the transmitting party.
- It must be disclosed under a legal provision or at the request of a judicial or administrative authority legally empowered to demand its disclosure, provided that the receiving party immediately notifies the transmitting party of the receipt of this request prior to any disclosure, in order to allow the transmitting party to oppose or limit such disclosure.

**FOURTH.-** The transmitting party is at all times the holder of the confidential information, as well as of the intellectual or industrial property rights relating to it.

If the confidential information is improved, revised, or modified in any way, it will continue to be the exclusive property of the transmitting party.

**FIFTH.-** The rights and obligations arising from this agreement may not be assigned or transferred to a third party without the prior written authorization of the other party. Likewise, this agreement may only be modified by the agreement of the parties formalized in a document in writing signed by the corresponding legal representative of the parties.

**SIXTH.** Each party is responsible to the other for any direct or indirect damage arising from non-compliance with the provisions of this agreement. In the event of non-compliance, the injured party is entitled to be indemnified for the damages and losses incurred, regardless of any legal actions that may be taken.

**SEVENTH.-** With regard to the processing of personal data, the parties expressly undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights.

The personal data of signatories and contact persons in charge of monitoring or executing the agreement, or those provided subsequently, will be processed by each of the responsible parties whose addresses are indicated in the header, for the purpose of managing compliance and execution of the provisions of this agreement, with the legal basis being the existence of a contractual relationship.

The data will be kept for the duration of the agreement. After the relationship ends, the data will be blocked during the period in which any type of legal liability arising from the processing may be derived. Once the legal prescription period expires and such liabilities expire, the data will be deleted. The parties will communicate personal data to third parties if necessary to comply with legal obligations, if applicable.

Anyone concerned has the right of access, rectification, erasure, limitation, or opposition to the processing of their personal data by contacting the data controller by email or written letter at:

- IREC: [dpo@irec.cat](mailto:dpo@irec.cat)
- Acronym of signing entity: email or postal address for the exercise of rights.

They may also file a complaint with the Spanish Data Protection Agency or a similar supervisory authority.

**EIGHTH.-** This Agreement shall enter into force on the date of the last signature of the parties signing the agreement, and shall have a duration of 10 years, without prejudice to the confidentiality and non-use obligations of the confidential information by the parties, which shall remain in force indefinitely until such time as the confidential information is no longer a trade secret or is in the public domain without breach of the receiving party's obligations.

However, the period established in the preceding paragraph, regarding confidential information that is considered to be a commercial/business secret, the obligations of non-use and non-disclosure shall continue until such time as the confidential information is no longer a commercial/business secret.

**NINTH.-** This agreement is governed by Spanish law. The parties agree that any discrepancies, conflicts, or issues or claims that may arise regarding the interpretation and/or compliance of this agreement shall be subject to the jurisdiction of the courts of the city of Barcelona, with express waiver of any other jurisdiction that may correspond to them.

As evidence of their conformity with the content of the agreement, the parties sign it in a single effect on the date indicated in the last electronic signature of the parties.