

NON-DISCLOSURE AGREEMENT

By requesting access to the RFQ, RFP or RFI document(s) and by checking the acceptance box and clicking Submit, you, on behalf of your company as Receiving Party and in your capacity as its duly authorized representative, acknowledge and agree as follows:

1. Permitted Use

You may use the RFQ, RFP or RFI document(s) and any related information disclosed by the ES entity that is sending you Confidential Information solely for the purpose of evaluating whether to submit a bid for the relevant services and, if applicable, preparing that bid, participating in discussions or negotiations, and otherwise communicating with ES regarding the subject matter of the RFQ, RFP or RFI in accordance with its terms.

2. Confidentiality

You shall keep strictly confidential and shall not, without ES's prior written consent, disclose, publish or reveal:

- the RFQ, RFP or RFI document(s);
- the existence or contents of any discussions, negotiations or other communications with ES; or
- any bid or proposal submitted by you to ES,

(together, the **Confidential Information**),

except to those of your representatives, directors, officers, employees or professional advisers who have a strict need to know such Confidential Information for the purpose described in paragraph 1 (each, a **Permitted Person**).

3. Responsibility for Permitted Persons

You shall ensure that each Permitted Person is informed of, agrees to comply with, and complies with the terms of this NDA. Any act or omission by a Permitted Person that would constitute a breach of these terms if committed by you shall be deemed to be a breach by you.

4. Term and Disclosure Period

This NDA is binding the Parties as from its signature by both Parties and shall be effective from the effective date which shall be the date you click on the checkbox accepting the terms of the NDA and shall remain in effect for a duration of five (5) years. This NDA may be terminated by ES at any time upon thirty (30) days prior written notice to the other.

The Confidentiality Restrictions shall survive termination of this NDA and shall apply and be in force and effect until the date, if any, that such information becomes subject to one or more of the Exceptions.

5. Intellectual Property

You acknowledge and agree that all specifications, reports and other documents developed for ES or by ES based on the Confidential Information shall belong exclusively to ES. ES shall own all related intellectual property rights, and you hereby waive, to the fullest extent permitted by law, any rights or claims against ES in respect of such ownership or use.

6. No Obligation; No Relationship

You acknowledge that disclosure of Confidential Information by ES does not:

- create any obligation on ES to proceed with any transaction or procurement;
- create any partnership, joint venture, fiduciary or other special relationship between you and ES;
or
- obligate ES to enter into any agreement or contract with you.

7. Exceptions

None of the foregoing obligations and restrictions shall apply to that part of the Confidential Information that the Receiving Party can demonstrate by written documentation to have been, at the time in question, within one or more of the following categories (each or together referred to as "Exception(s)"):

- (i) independently developed by the Receiving Party without use of Confidential Information; or
- (ii) was or is available or known by the Receiving Party before obtaining access to ES' Confidential Information under the NDA; or
- (iii) provided to the Receiving Party by a third party not under an obligation of confidence benefiting ES in respect of said Confidential Information; or
- (iv) published, or otherwise made generally available, or disclosed by ES or with its authorization, to a third party with no breach of this NDA and/or without confidentiality obligations comparable to those of the NDA; or
- (v) that is or becomes public or disclosed not as a result of a disclosure by the Receiving Party.
- (vi) is approved for the release or use in question by written authorization of ES.

8. No Representations and Warranties

ES makes no representation or warranty as to the accuracy or completeness of the Confidential Information and shall have no liability resulting from any use of the Confidential Information. Only those representations and warranties made in any final definitive agreement between the Parties (if any), when, as and if signed, and subject to such qualifications, limitations, exceptions and restrictions as may be specified therein, shall have any legal effect as between the Parties.

9. Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, regulation or legal process (including without limitation court order, subpoena, governmental regulations) and/or for compliance purposes and/or to assert before the competent jurisdiction a breach of the obligations of ES under this NDA (or to defend such a claim before the competent jurisdiction).

10. Return of Confidential Information

ES' Confidential Information shall remain the property of ES. Without prejudice to the provisions of Clause 6 above, tangible form of ES' Confidential Information shall be returned or destroyed upon termination of this NDA to ES promptly (and in any event within five (5) working days of receipt of a written request from the ES. In case of destruction of the Confidential Information, the Receiving Party shall certify to ES in writing that this has been done.

11. No Obligation to Disclose, Negotiate or Sign a Definitive agreement.

Each Party reserves the right, in its sole discretion, to reject any and all proposals made by the other Party and to terminate discussions and negotiations at any time. Without limiting the foregoing, the Parties recognize and understand that nothing in this NDA shall require either Party to negotiate or sign any definitive agreement. For the avoidance of doubt, this NDA does not obligate ES to provide any particular Confidential Information to the Receiving Party.

12. The Parties acknowledge that Confidential Information provided under this NDA may be subject to export control laws or regulations and that neither Party shall use, distribute, transfer or transmit Confidential Information (even if incorporated into products, software or other information) except in compliance with such laws and regulations.

13. Data Protection and Information Security

For the purpose of this NDA, the definitions used shall have the meaning defined in the EU Directive 95/46 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (EU Data Protection Directive); (ii) any laws implementing the EU Data Protection Directive; (iii) European Regulation 2016/679 relating to the processing of Personal Data as of its date of application; and (iv) any regulation law or enactment relating to the processing of Personal Data applicable during the term of the Contract (the “Applicable Data Protection Legislation”). Each party shall comply with any Applicable Data Protection Legislation that may apply to the performance of the Agreement.

The Parties commit in particular to:

- (i) communicate to each other, Personal Data relating to Data Subjects only to the extent that the Personal Data have been legally collected and processed.
- (ii) guarantee that it has duly informed Data Subjects in compliance with the Applicable Data Protection Legislation, and that, where required, it has obtained a valid consent from Data Subjects, in particular in relation to the Processing made by the Parties for the purpose of this NDA.
- (iii) process the Personal Data for the sole purposes as strictly necessary for the performance of this NDA and as strictly agreed by the Parties.
- (iv) share the Personal Data collected and processed as a result of NDA only with third parties which would provide the same guarantees as the one defined hereunder.
- (v) refrain from transferring Personal Data to third parties located outside of the European Economic Area without having first obtained the other Party’s consent.
- (vi) implement technical and organizational measures to ensure an adequate level of protection to the Personal Data processed; and
- (vii) delete all Personal Data after they are no longer necessary for the purpose of this NDA or upon request of the other Party.

No limitation of liability of the Receiving Party shall apply to any liability arising out of or in connection with this provision. This provision shall survive the termination or expiry of the NDA.

14. Term and Survival

These terms take effect upon the earlier of your receipt of the RFQ, RFP or RFI document(s) or any other Confidential Information from ES and shall continue to apply until the Confidential Information

lawfully becomes publicly available other than as a result of your breach or the breach of any Permitted Person.

15. Governing Law and Jurisdiction

These terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of (1) Switzerland if the party that is sending you Confidential Information is **Eurovision Services SA**; or (2) Singapore if the party that is sending you Confidential Information is **Eurovision EVO PTE., LTD** or **Eurovision (Beijing) Network Technology CO, LTD**; or (3) the District of Columbia if the party that is sending you Confidential Information is **Eurovision Americas Inc.** The parties hereto agree that any action relating to this NDA shall be instituted and prosecuted by (1) the court of Geneva, Switzerland; or (2) the court of Singapore; or (3) the courts of the District of Columbia.