NON-DISCLOSURE AGREEMENT

# CONTRACTING PARTIES

1.1 **Fingrid Oyj**

Trade register no. 1072894-3

Läkkisepäntie 21, 00620 Helsinki

1.2 **Company**

Trade register no. xx xx xx

Address

1.3 The Contracting Parties (hereinafter: "Parties") have made this non-disclosure agreement (hereinafter referred to as the "Agreement")

# BACKGROUND AND PURPOSE OF THIS AGREEMENT

## Fingrid Oyj is conducting a procurement to purchase a xxx solution and related services as described further in the Invitation to Tender. COMPANY wishes to submit an offer and intends to engage in negotiations with Fingrid. This agreement will also cover the further contractual relationship, if COMPANY is chosen as service provider for the said solution and services for Fingrid (hereinafter referred to as "Purpose"). In relation to this matter, each Party may furnish or disclose confidential material or information (hereinafter referred to as the “Confidential Information”) to the other Party. Confidential information is defined below in chapter 3.

## The party furnishing or disclosing Confidential Information to the other party shall hereinafter be referred to as the “Disclosing Party” and the party to whom Confidential Information is furnished or disclosed shall hereinafter be referred to as the “Receiving Party”.

## The purpose of this Agreement is to secure the non-disclosure of the Confidential Information of the Parties and to define the rights and obligations of the Parties with respect to the Confidential Information and the terms and conditions under which the Receiving Party will furnish or disclose Confidential Information to third parties.

# DEFINITION OF CONFIDENTIAL INFORMATION

## Confidential Information shall mean all material and information concerning the Disclosing Party, third party, or their businesses, that the Disclosing Party furnishes or discloses, directly or indirectly, to the Receiving Party or to the representatives, advisors or subcontractors of the Receiving Party related to the Purpose described in section 2.1

## Material and information shall be Confidential Information regardless of whether they are in oral, written, electronic or other form, or whether the Information comes into Receiving Party's knowledge in orally, visually or by other means. Information regarding location of material and information, and how that information can be obtained, is also considered as Confidential Information.

# CONFIDENTIALITY OBLIGATIONS

## The Receiving Party undertakes to:

a) keep the Confidential Information received from the Disclosing Party in confidence and not to disclose it to third parties and to take all reasonable actions required to safeguard the Confidential Information from being disclosed;

b) apply at least the same degree of security measures than those which the Receiving Party applies to its own confidential material and information to safeguard the Confidential Information from unauthorized disclosure, copying or use

The Receiving Party warrants, that the abovementioned measures shall offer sufficient protection against unauthorized disclosure, copying or use of the Confidential Information;

c) inform the Disclosing Party without delay if Confidential Information or parts of it have been converted, lost, perished or wrongfully ended up into third party's possession;

d) not to use the Confidential Information received from the Disclosing Party for any other purpose than the Purpose specified in section 2.1 of this Agreement;

e) not to copy the Confidential Information received from the Disclosing Party without written consent of the Disclosing Party, unless necessary for the Purpose specified in section 2.1 of this Agreement;

f) not to furnish or disclose the material received from the Disclosing Party to its employees, administrative personnel, advisers or subcontractors, except in confidence to those who have a justified need to know the Confidential Information for being able to successfully accomplish assignments related to the Purpose specified in section 2.1 of this Agreement, and who are obliged by their contracts of employment or service or otherwise to keep such information in confidence;

g) to be responsible that its employees, administrative personnel, advisers and subcontractors to whom the Confidential Information received from the Disclosing Party is furnished or disclosed for their own part acknowledge the contents of this Agreement and comply with the confidentiality obligations of this Agreement.

# RESTRICTIONS OF CONFIDENTIALITY OBLIGATIONS

## The confidentiality obligations shall not be applied to material and information, which the Receiving Party can prove to:

1. have been generally available or otherwise public without any breach of confidentiality obligation;
2. have become public or otherwise generally available after receiving the information for a reason of which the Receiving Party is not responsible for;
3. have been rightfully in the possession of the Receiving Party prior to receipt of the same from the Disclosing Party without any obligation of confidentiality related thereto;
4. have rightfully received from a third party without any obligation of confidentiality, and who has not received information neither directly or indirectly from the Disclosing Party;
5. have been independently developed by the Receiving Party without using the Confidential Information received directly or indirectly from the Disclosing Party

## This Agreement does not restrict the Receiving Party's right to use its professional expertise and experience.

# ORDERS OF THE AUTHORITIES

## The confidentiality obligations shall not restrict the Receiving Party from disclosing any Confidential Information pursuant to a law, statute or other order of an authority or a court order (hereinafter referred together as the “Order of an authority”) in the extent the Receiving Party is pursuant to such an order obliged to furnish or disclose the Confidential Information. However, in such case the Receiving Party shall strive to ensure as comprehensive confidentiality of the Confidential Information as possible when furnishing or disclosing information under an Order of an authority.

## The Receiving Party shall timely and in any case prior to furnishing Confidential Information under an Order of an authority notify the Disclosing Party unless the Order in question prohibits such a notice. The Receiving Party shall in reasonable manner assist the Disclosing Party, if the Disclosing Party or a party directed by it wants to take measures to appeal against the Order of an authority or to prohibit enforcement.

# RETURN OR DESTRUCTION OF THE CONFIDENTIAL INFORMATION

## The Receiving Party commits itself to immediately cease using the Confidential Information at the latest once it is no longer necessary to use it to execute the Purpose, or the Disclosing Party otherwise so demands.

## The Receiving Party commits itself in situations defined in section 7.1 to return without delay to the Disclosing Party the Confidential Information received, regardless of in what form or how it have been received, as well as copies and reproductions thereof. If Confidential Information or copies or reproductions thereof cannot be returned, the Receiving Party commits itself to destroy it. The Receiving Party does not have the right to store or utilize in any form copies, notes or extracts of Confidential Information, or such work that contains such information. If the Receiving Party has used data with such data media from which the data cannot be returned, such as hard discs, all files that contain Confidential Information has to be deleted and destroyed from all memories. When requested, the Receiving Party has to give a signed assurance that the Receiving Party has returned or destroyed all Confidential Information as the Disclosing Party has required. However, the Receiving Party shall be entitled to retain such copies of the Confidential Information as are required by peremptory laws.

## Ceasing the use of, returning or destroying the Confidential Information does not affect the obligations under this Agreement.

# INTELLECTUAL PROPERTY RIGHTS AND RESPONSIBILITY OF CONFIDENTIAL INFORMATION

## All intellectual property rights, such as copyrights, patents, copyrights of design and trade secrets and other rights related to the Confidential Information shall remain the property of the Disclosing Party or a third party appointed by it. Unless otherwise agreed in writing, the Receiving Party will not on the basis of this Agreement receive any intellectual property right, license or right of use related to the Confidential Information nor any other right to utilize the Confidential Information, except the right to use it for the Purpose specified in section 2.1 of this Agreement.

## The Receiving Party may not use any symbol or mark of the Disclosing Party without the written consent of the Disclosing Party.

## The Disclosing Party has the responsibility that it has the right to furnish and disclose the Confidential Information to the Receiving Party. The Disclosing Party does not however have an obligation to furnish and disclose certain material or information based on this Agreement.

## The Disclosing Party gives no warranty and takes no responsibility for the correctness, completeness, fitness for purpose of the Confidential Information, nor shall The Disclosing Party be held liable for any possible errors or deficiencies in the Confidential Information.

# LIABILITY AND OTHER CONSEQUENCES

## The Receiving Party acknowledges that breach of the Receiving Party's obligations under this Agreement may cause damage to the Disclosing Party and possibly to other party whose Confidential Information is in question. If the Receiving Party is in breach of this Agreement, it shall be obligated to pay to the Disclosing Party 50 000 euros as a contractual penalty. In addition, the Receiving Party is obligated to compensate actual verifiable direct losses and damages arising out, or resulting from, breach of this Agreement in full, if they exceed the amount of contractual penalty already paid.

## If the Receiving Party is in essential breach of confidentiality obligation of this Agreement, the Disclosing Party shall have the right to terminate the main agreement possibly made with the Receiving Party with immediate effects, regardless of what is stated on the said main agreement of its validity and termination.

# VALIDITY AND TERMINATION

## This Agreement shall enter into force once it has been signed.

## The obligations set forth in this Agreement shall remain in effect during validity of the undertaking/assignment of the Agreement's Purpose and they shall survive five (5) years after the termination of the undertaking/assignment. Obligations and liabilities regarding Confidentiality and Intellectual Property Rights shall therefore bind the Parties even after the contractual relationship between the Parties has expired. Insofar as this Agreement concerns other than Disclosing Party's Confidential Information disclosed to the Receiving Party, the Receiving Party is not entitled to disclose Confidential Information to a third party without a written consent of the aforementioned party.

## All amendments and additions to this Agreement have to be made in writing, and they shall enter into force once the Parties have confirmed them with their signatures.

# APPLICABLE LAW AND SETTLEMENT OF DISPUTES

## This Agreement shall be governed by the laws of Finland, excluding its conflict of laws provisions.

## The Parties shall primarily attempt to resolve any disputes arising out or in connection with this Service Agreement through mutual negotiations. If the matter cannot be resolved through mutual negotiations, shall it be resolved in arbitration by and according to the rules of the Arbitration Institute of the Central Chamber of Commerce. Arbitral Tribunal shall be composed of three (3) arbitrators. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted and the arbitration award shall be given in the Finnish language, but the Parties may present written and oral evidence and hear witnesses in English without the need to translate such evidence or witness testimonies into Finnish.

This Agreement has been executed in two (2) identical copies, one for each Party.

SIGNATURES

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| --- | --- |
| Date and place  Helsinki, . .2025 | |
| **Fingrid Oyj** |  |
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