

VOLUNTEER CONFIDENTIALITY and NON-DISCLOSURE CONFIRMATION

This Volunteer CONFIDENTIALITY and Non-Disclosure Confirmation (the "**Confirmation**") is given by:

Name: _____

Address: _____

(the "**Volunteer**")

in favour of

Open Home Foundation

Grabenstrasse 25

CH-6340 Baar

Switzerland

("OHF")

1. Purpose

The Volunteer may receive access to Confidential Information in connection with the Volunteer's current or prospective activities, projects, committees, working groups, events or other engagements for or with OHF (the "**Purpose**").

By signing this Confirmation, the Volunteer undertakes towards OHF to comply with the terms set forth below.

2. Confidential Information

For the purposes of this Confirmation, "**Confidential Information**" means any information or material disclosed by or on behalf of OHF or any of its partners, service providers or other collaborators in connection with the Purpose, whether before or after the date of this Confirmation and whether in written, oral, visual, electronic or any other form, including without limitation:

- information relating to OHF's projects, governance, operations, finances, strategy, policies or partnerships;
- software, source code, technical information, product roadmaps, specifications, documentation, security-related information and unreleased products or features;
- personal data and information relating to individuals;
- business, legal, financial, operational or organisational information; and
- the existence and content of any non-public discussions, deliberations, plans or decisions relating to OHF.

3. Confidentiality Obligations

The Volunteer shall:

- a) keep all Confidential Information strictly confidential;
- b) use Confidential Information exclusively for the Purpose;
- c) not disclose Confidential Information to any third party, except to other persons involved in the Purpose who have a need to know such information and are subject to appropriate confidentiality obligations or with OHF's prior written consent;
- d) protect Confidential Information with at least reasonable care and in a manner designed to prevent unauthorised access, disclosure, use, copying or loss;
- e) access and use only such Confidential Information as is reasonably necessary for the Purpose; and

- f) notify OHF without undue delay upon becoming aware of any actual or suspected unauthorised access, use or disclosure of Confidential Information ; and
- g) where the Volunteer processes personal data or accesses OHF systems, comply with OHF's applicable data protection, information security and access control policies and instructions.

4. Exceptions

The obligations under this Confirmation shall not apply to information which the Volunteer can demonstrate:

- a) is or becomes publicly available other than through a breach of this Confirmation;
- b) was lawfully known to the Volunteer prior to disclosure by or on behalf of OHF; or
- c) was independently developed by the Volunteer without reference to or use of any Confidential Information; or
- d) is lawfully received from a third party without breach of any confidentiality obligation; or
- e) must be disclosed pursuant to applicable law or a binding order of a competent authority, provided that the Volunteer gives OHF prompt prior written notice thereof to the extent legally permissible and reasonably cooperates with OHF's efforts to seek confidential treatment or a protective order.

For the avoidance of doubt, the Volunteer remains bound by all applicable statutory provisions, in particular those relating to the protection of personal data, personality rights, copyright and other intellectual property rights, regardless of the foregoing exceptions.

5. Return and Deletion

Upon OHF's request or upon termination of the Volunteer's involvement with OHF, the Volunteer shall promptly return, permanently delete or destroy all Confidential Information and all copies thereof in the Volunteer's possession or control, except where retention is required by applicable law. Upon OHF's request, the Volunteer shall provide written confirmation of such return, deletion or destruction. For clarity, this obligation does not require the Volunteer to delete information stored in OHF managed or shared systems (such as slack, GitHub or email) that the Volunteer does not reasonably control, provided that that the Volunteer ceases access and complies with OHF's instructions

6. Ownership and Intellectual Property

All Confidential Information remains the exclusive property of OHF or the respective rights holder.

Nothing in this Confirmation grants the Volunteer any licence, ownership right or other intellectual property right in or to any Confidential Information.

7. Term

This Confirmation shall become effective upon signature by the Volunteer.

The obligations contained in this Confirmation shall remain in effect for as long as the conditions for their application are met, in particular for as long as no exception under Clause 4 applies.

8. Governing Law and Jurisdiction

This Confirmation shall be governed by the substantive laws of Switzerland, excluding conflict of law rules.

The courts at the registered seat of OHF shall have exclusive jurisdiction over any dispute arising out of or in connection with this Confirmation.

9. Volunteer's Signature

Place / Date: _____

Signature: _____