

**NON-DISCLOSURE AGREEMENT ("NDA")
for WalkMe Products and/ or Services
of rocon Rohrbach EDV-Consulting GmbH ("rocon")
Status: August 5, 2025**

1. Preamble

rocon and the Customer (together the "Parties") intend to carry out a joint project, that can involve:

- ✓ "Strategy and Consulting": rocon helps Customer define their digital adoption strategy. This involves understanding Customer's business goals, identifying areas of friction in their applications, and designing a comprehensive plan to use WalkMe to improve user proficiency and maximize software ROI. "Applicable Legal Provisions" are all the laws and regulations as well as the official regulations, notices and directives with which the Products and/ or Services must comply under the laws of the Federal Republic of Germany (excluding the conflict of law provisions), including all regulatory requirements.
- ✓ "Implementation and Deployment": rocon handles the technical implementation of the WalkMe platform. This includes configuring WalkMe's features, such as interactive guidance (Walk-Thrus), automated workflows (ShoutOuts, Smart Walk-Thrus), and in-app support (WalkMe Assistants). They ensure the platform is seamlessly integrated into the customer's existing technology stack.
- ✓ "Content Creation": rocon takes on the responsibility of creating the actual WalkMe content. This can involve designing and building walkthroughs, tooltips, and other guidance layers that will be used to guide end-users through their applications.
- ✓ "User Enablement and Training": rocon develops and executes user enablement programs to ensure that the customer's team, from end-users to administrators, is equipped with the skills to use and manage the WalkMe platform effectively. This might include hands-on training and creating self-service resources. "Configuration" means selecting programmable options that make the Software function to the Customer's liking.
- ✓ "Analytics and Optimization": rocon helps Customer leverage WalkMe's analytics and insights to measure the success of their digital adoption efforts. rocon creates custom dashboards and reports to track key performance indicators (KPIs) and identify opportunities for continuous optimization. "Co-Sell" means that Customer procures Third Party Products and/ or Services directly from Third Party Providers (such as WalkMe directly from SAP).
- ✓ "Project and Change Management": rocon provides project and change leadership to ensure the implementation is on time and on budget. rocon helps drive user adoption from day one by managing the change process and communicating with stakeholders. "Customer" means the Party issuing a Sales Order and entering an Individual Contract with rocon.
- ✓ "Ongoing Support and Management": After the initial implementation, rocon may offer managed services for ongoing support. This can include maintaining and updating WalkMe content, providing troubleshooting assistance, and helping Customer expand their digital adoption program.

(hereinafter the "**Purpose**").

The Parties intend to make Confidential Information available to the other Party for the Purpose described above. The Parties are aware that such Confidential Information has not previously been known or accessible, either in its entirety or in its details, is therefore of economic value, is protected on the part of the Owner by appropriate secrecy measures and that the Owner has a legitimate interest in keeping it confidential. If any Confidential Information does not meet the requirements of a trade secret within the meaning of the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*) under this Non-Disclosure Agreement

(hereinafter the "**Agreement**"), such information shall nevertheless be subject to the confidentiality obligations under this Agreement.

2. Confidential Information

2.1. Owner and Recipient

The Party that has control over the Confidential Information is referred to as the Owner. The Recipient is the Party to whom the Confidential Information is disclosed.

2.2. Definition

Confidential information within the meaning of this Agreement shall be all information (whether written, electronic, oral, digitally embodied or in any other form) disclosed by the Owner to the Recipient or to a company affiliated with the Recipient within the meaning of §§ 15 et seq. German Stock Corporation Act (*Aktiengesetz*) for the Purpose. Confidential Information shall be deemed to include in particular:

- ✓ trade secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data)
- ✓ any documents and information of the Owner that are the subject of technical and organizational secrecy measures and are marked as confidential or are to be considered confidential according to the nature of the information or the circumstances of the transmission
- ✓ this Agreement as well as other contractual agreements between the Parties and their content

3. Confidentiality Obligations

3.1. Confidentiality

The Recipient is obligated to keep the Confidential Information strictly confidential and to use it only in connection with its Purpose.

3.2. Agents and Consultants

Confidential Information may be disclosed by the Recipient only to those agents and consultants of the Recipient who need to know such information for the Purpose, provided that the Recipient ensures that the agents and consultants have signed a confidentiality agreement at least equivalent in scope to this Agreement or are bound by legal duties of confidentiality.

3.3. Confidentiality Measures

The Recipient must protect the Confidential Information against unauthorized access by third parties by taking appropriate confidentiality measures and must comply with the statutory and contractual provisions on data protection when processing the Confidential Information. This also includes state-of-the-art technical security measures and the obligation of employees with access to the

Confidential Information to maintain the confidentiality of this information and to comply with applicable data protection regulations.

3.4. Disclosure

If the Recipient is obliged to disclose parts or all of the Confidential Information due to applicable legal provisions, mandatory court or official orders or due to relevant stock exchange regulations, the Recipient shall (to the extent legally permissible) inform the Owner thereof in writing without undue delay and shall make all reasonable efforts to minimize the scope of the disclosure and, if necessary, provide the Owner with all reasonable assistance in seeking a protective order against disclosure of the Confidential Information or any part thereof.

4. Return and Deletion of Confidential Information

4.1. Obligations of the Recipient

Upon request by the Owner, as well as without request at the latest after achievement of the Purpose described in the Preamble, the Recipient shall return or destroy (including electronically stored Confidential Information) all Confidential Information, including copies thereof, within ten (10) business days after receipt of the request or after termination of the Project, unless otherwise required by retention obligations agreed with the Owner or by law.

4.2. Deletion of Confidential Information

The deletion of electronically stored Confidential Information shall be performed by the complete and irrevocable deletion of the files or irretrievable destruction of the data carrier. In the case of electronically stored Confidential Information, complete and irrevocable deletion means that the Confidential Information is deleted in such a way that any access to this information becomes impossible, using special deletion procedures that comply with recognized standards (e.g. standards of the German Federal Office for Information Security).

4.3. Retention Obligations

Excluded from this - in addition to Confidential Information for which there is a retention obligation agreed with the Owner - is Confidential Information for which destruction or return is not technically possible, e.g. because it was stored in a backup file on the basis of an automated electronic backup system for securing electronic data; this also includes the technically necessary retention of master data (e.g. personnel or customer numbers), which is necessary in order to establish a link to the archived information.

4.4. Confirmation of the Deletion

At Owner's request, Recipient shall certify in writing that it has completely and irrevocably deleted all Confidential Information in accordance with the requirements of the foregoing subparagraphs and Owner's instructions.

5. Ownership Rights to Confidential Information

5.1. Rights of the Owner

The Owner shall have all rights of ownership, use and exploitation with regard to the Confidential Information, without prejudice to the rights it has under the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*). The Owner reserves the exclusive right to apply for property rights. The Recipient shall not acquire any ownership or - except for use for the Purpose described above - any other rights of use to the Confidential Information (in particular to know-how, patents applied for or granted thereon, copyrights or other industrial property rights) on the basis of this Agreement or otherwise by reason of implied conduct.

5.2. Prohibition of Exploitation

The Recipient shall not exploit or imitate the Confidential Information in any way other than for the intended Purpose (in particular by means of reverse engineering) or have it exploited or imitated by third parties and shall not apply for any industrial property rights - in particular trademarks, designs, patents or utility models - in respect of the Confidential Information.

6. Contractual Penalty

If the Recipient or an employee of the Recipient or any other person for whom the Recipient is liable pursuant to Sections 31, 278, 831 of the German Civil Code (*Bürgerliches Gesetzbuch*) violates the obligations arising from this Agreement, the Parties agree that the Recipient shall pay the Owner an appropriate contractual penalty regardless of fault, whereby the Owner shall determine the amount at its reasonable discretion within the meaning of Section 315 of the German Civil Code (*Bürgerliches Gesetzbuch*) and the appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute. The right to claim further damages is reserved.

7. Term

This Agreement shall enter into force upon signature and shall terminate ten (10) years after the termination of the exchange of information for the Purpose. The obligation to maintain confidentiality shall remain unaffected by the termination of this Agreement. It shall also apply if no further agreement is concluded in connection with the Purpose.

8. Final Provisions

8.1. Applicable Law and Place of Jurisdiction

The provisions of this Agreement shall be governed by and construed in accordance with German law, excluding the principles of international private law. The exclusive place of jurisdiction for disputes arising from or in connection with the Agreement shall be Mainz, Germany.

8.2. Written Form

This Agreement constitutes the entire agreement entered into between the Parties and supersedes all prior agreements for the above Purpose. Verbal side agreements do not exist. Amendments and supplements to this Agreement as well as notices of termination must be in writing, whereby electronic writing is not sufficient. This shall also apply to any amendment or cancellation of this clause.

8.3. Severability Clause

Should any provision in this Agreement be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In this case, the Parties shall agree on a valid provision that comes as close as possible to the invalid or missing provision in economic terms in a legally permissible manner.