

Confidentiality Agreement

between

Noventa AG
Sonnenstrasse 1
CH-9444 Diepoldsau
"Noventa"

and

"Supplier",

jointly with Noventa, the **"Parties"**.

The subject of the discussions between the parties is a planned collaboration and/or supply relationship ("**Project**"). As part of the Project, the parties will exchange confidential information, which may also contain commercial information and trade secrets. With this confidentiality agreement, the Parties aim to regulate the use of this information and to ensure its protection.

1. "**Information**" means all information, which one party ("**Disclosing Party**") communicates or has already communicated to the other party ("**Receiving Party**") or which has otherwise become or will become known to the Receiving Party in connection with the project, irrespective of the form of communication (verbal, written, on data carriers, drawings, specifications, samples, models, etc.).
2. The Receiving Party undertakes:
 - a. to only make Information accessible to third parties (e.g. subcontractors) with the prior written consent of the Disclosing Party. In this case, the Receiving Party undertakes to include all obligations arising from this confidentiality agreement in confidentiality agreements to be entered into with the relevant third parties.
 - b. to use Information exclusively within the scope of its clarifications and work for the project.
 - c. to take all necessary precautions to prevent unauthorized persons from gaining access to Information.
 - d. to make Information accessible only to those employees (including freelancers and subcontractors) who need it for clarifications and work for the project and who are obliged to maintain confidentiality and not to use the Information both during the current employment or contract relationship and after its termination.
 - e. to return all documents, data, drawings, specifications, samples, models etc. provided to it, as well as any copies made thereof, at the Disclosing Party's first request, to the Disclosing Party in full or to destroy them at the choice of the Disclosing Party. The complete return or destruction shall be confirmed to the Disclosing Party in writing.
3. Information that was already verifiably known to the Receiving Party at the time of its disclosure or that was disclosed to the Receiving Party by third parties (insofar as these third parties did not disclose the Information to it in breach of a confidentiality obligation) or that has been published or otherwise made publicly accessible or that has been developed by the Receiving Party independently and without the use of information shall not be deemed to be Information

within the meaning of this agreement. The burden of proof for such an exception lies with the Receiving Party.

4. All documents, data carriers, samples, models etc. which the Disclosing Party provides to the Receiving Party on the basis of this confidentiality agreement shall remain the full property of the Disclosing Party.
5. All existing or future intellectual property rights related to Information shall remain in full with the Disclosing Party. The disclosure of Information does not grant the Receiving Party any property or usage rights to any intellectual property rights that exist therein.
6. If the supplier breaches a confidentiality obligation under this agreement, it shall pay Noventa a contractual penalty of CHF 20,000 (twenty thousand Swiss Francs) for each individual breach. Noventa is also entitled to claim damages or recovery of profits. Irrespective of the payment of the contractual penalty, the supplier is obliged to restore the contractual situation and to continue to fulfill the confidentiality agreement.
7. This confidentiality agreement ends ten (10) years after termination of the project.
8. Amendments to this agreement (including this clause) must be made in writing to be legally effective.
9. This agreement is subject to Swiss law.
10. This confidentiality agreement replaces any previous agreements between the parties regarding this matter and represents the entire agreement between them.
11. The parties agree that the Swiss courts at the seat of Noventa shall have exclusive jurisdiction. Noventa may also demand interim relief at any other place.
12. The undersigned persons confirm that they have the necessary signing authority to legally bind the party they represent. If the signing authority of the person(s) signing on behalf of the supplier is not evident from the Swiss commercial register, the supplier shall submit proof of the respective signing authority.

Confirmation of supplier

Confirmation of Noventa

Place, Date: _____

Place, Date: _____

N: _____

N: _____

F: _____

F: _____

S: _____

S: _____

N: _____

N: _____

F: _____

F: _____

S: _____

S: _____

(N - Name, F – Function, S - Signature)