

## Non-Disclosure Agreement (NDA)

VERWO and the Contracting Partner (hereinafter also referred to jointly or individually as parties or party) intend to exchange Confidential Information and know-how regarding one or several projects which is not generally accessible, and which constitute the business secrets of the corresponding party. In order to protect each party's interests in relation to Confidential Information and know-how, the parties hereby conclude the following agreement.

### 1.0 Definitions

1.1 Confidential Information for the purposes of this agreement shall be understood

- + to refer to any data, plans, models, films, images, documents, templates, samples, software and other information of any nature and details of measures, equipment, systems, processes, structures, prices and other matters relating to VERWO,
- + which are transmitted or otherwise disclosed to the Contracting Partner in written, verbal or electronic format and
- + which are either marked as confidential or whose confidential nature should be assumed from the circumstances.

Confidential Information may also include combinations of information, even if the individual items of information on which the combination is based do not fulfil the foregoing requirements.

1.2 Accordingly, information is not deemed Confidential Information if can be demonstrated that it

- + was known to the Contracting Partner before the date of receipt or
- + was in the public domain before the date of receipt or was generally available or
- + entered the public domain after the date of receipt or became generally available for reasons not attributable to the Contracting Partner or
- + was disclosed or made available to the Contracting Partner at any time by a third party entitled to do so.

The burden of proof in respect of fulfilment of the requirements is borne by the contracting partner.

1.3 Know-How for the purpose of this agreement refers to an entire body of technical knowledge that is secret, essential and identified in a suitable format.

1.4 Third parties for the purpose of this agreement do not refer to any companies affiliated with either party or with its majority shareholder.

### 2.0 Secrecy and Non-use

2.1 The parties commit to only share Confidential Information and know-how belonging to VERWO within the meaning of number 1 with 3<sup>rd</sup> parties after written approval of VERWO. In such cases, the Contracting Partner is obliged to ensure that the third party receiving the information is bound by confidentiality and non-use obligations that are equivalent to the provisions of this agreement.

2.2 With regard to the work results and the findings obtained or developed during its collaboration with VERWO and which are based on Confidential Information or Know-How belonging to VERWO, the Contracting Partner undertakes to refrain from using them for its own purposes, filing patent or utility model applications or making them available to third parties – in whatsoever form.

This obligation includes in particular the prohibition of selling, supplying or otherwise making available

- a) products containing work results produced within the context of the project or findings within the meaning of the foregoing paragraph or
- b) offering these work results or findings to third parties.

The Contracting Partner may be released from the obligations set forth in number 2.2 with the prior written consent of VERWO. VERWO shall grant its consent if the intention is to utilise the products or work results and findings outside the territory in which VERWO or a company affiliated with VERWO operates.

2.3 The obligations set forth in numbers 2.1 and 2.2 shall also apply after the project has ended, provided the information is still confidential and/or the Know-How is still secret.

2.4 In any case, all the rights to Confidential Information and Know-How remain the property of VERWO unless the parties have concluded a written agreement governing the assignment of rights or the granting of rights of use to the recipient of the information. In any case, the parties reserve the right to file applications to register proprietary rights in respect of their corresponding Confidential Information and their Know-How.

### **3.0 Miscellaneous provisions**

The Contracting Partner shall impose the obligations under this agreement in a suitable form on the employees, freelance collaborators and subcontractors engaged for the implementation of the project and shall continue to do so even after their contractual relationships have terminated, provided this is legally admissible. VERWO is entitled to demand that proof be furnished of the actions taken in this respect.

The foregoing provisions are also applicable to affiliated companies and to associate companies of the Contracting Partner at home and abroad. The Contracting Partner undertakes to allow claims arising from a violation of this agreement by such companies to be asserted against itself in the same way as would be the case if the Contracting Partner itself had committed the violation.

This agreement will come into force upon its signature. It has been concluded for the duration of the project, unless otherwise stipulated. If the project is halted or if the project does not come to fruition, the agreement shall apply during a blocked period of three years.

Ancillary agreements, amendments or supplements to this agreement must be set down in writing. This also applies to any waiver of the written form requirement.

If any provisions in this agreement prove to be invalid, this shall not affect the validity of the remaining provisions of this agreement. The parties undertake to amend the invalid provisions in a way that is legally admissible and with a view to achieving the agreement's original intended commercial purpose as closely as possible.

Any disputes arising from or relating to this agreement, including its termination and its continuing applicability after it has terminated, shall be heard by the court with jurisdiction over VERWO, unless the competence of another court is mandatorily prescribed by legal provisions.

The location of jurisdiction for all disputes arising from or in connection with this non-disclosure agreement is Lachen SZ, Switzerland.

This agreement is governed by the laws of the Swiss Confederation.