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## Confidentiality Agreement

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between \_\_\_\_\_, Grienbachstrasse 11, 6300 Zug, Switzerland  
(hereinafter "**Belimed**")

and **Please enter Company name**, Please enter Company address  
(hereinafter the "**Recipient**")

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### Preamble

In view of the cooperation or in order to assess a possible cooperation between Belimed and the Recipient for the purpose of **Please enter purpose for which the information is shared** (the "**Purpose**"), Belimed will disclose certain confidential information to the Recipient. The present agreement (the "**Agreement**") is being concluded in order to ensure the protection and confidentiality of such confidential information.

## 1 Confidentiality Obligations

### 1.1 Confidential Information

"**Confidential Information**" means all information that is disclosed by Belimed to the Recipient in any form, be it in writing, orally, visibly or otherwise. This includes (without limitation) all information concerning strategy, know-how, product planning and development, marketing, finance, construction, materials, controls, processes, calculations, orders, quantities, date of delivery plans, samples, models, tools and drawings. Information is not deemed to be Confidential Information if the Recipient can prove by dated and written records that the information:

- (a) was or became publicly available due to no fault on the side of the Recipient, provided that information that may only be obtained by detailed analysis of products available on the market (reverse engineering) is not considered as public;
- (b) was already known to the Recipient at the time of disclosure by Belimed, unless the information was obtained from a third party, which in turn was subject to a confidentiality obligation towards Belimed or a group company of Belimed;
- (c) is disclosed to the Recipient by a third party after disclosure by Belimed, unless such third party in turn is subject to a confidentiality obligation towards Belimed or a group company of Belimed; or
- (d) is developed by the Recipient itself independently from the disclosure by Belimed and without reference or use of the Confidential Information.

### 1.2 Handling of Confidential Information

The Recipient shall keep the Confidential Information confidential, is prohibited from copying or disclosing it to third parties and shall use it exclusively, and only to the extent necessary, to achieve the Purpose. The Recipient may only share Belimed's Confidential Information with employees, group companies, suppliers, subcontractors, agents and partners, who are directly involved in the particular project in question, and only to the extent necessary to achieve the Purpose. The Recipient shall take affirmative measures to ensure that such employees, group companies, suppliers, subcontractors, agents and partners are subject to respective confidentiality and restriction of use obligations of at least the standard of this Agreement. The Recipient is liable towards Belimed for the use of the Confidential Information by persons to whom it disclosed the Confidential Information as it is for its own use of the Confidential Information.

### 1.3 Legal Disclosure

In case the Recipient is obliged to disclose Confidential Information by law or by virtue of a decision of an administrative authority or a court, such disclosure shall not be deemed to be a breach of

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confidentiality, if the Recipient (i) immediately informs Belimed in writing, (ii) at Belimed's request, helps to limit or avoid such disclosure, and (iii) limits the disclosure to the legally required level.

#### **1.4 Safeguarding Confidentiality**

The Recipient shall take all necessary and state-of-the-art measures to protect the confidentiality of the Confidential Information, which shall in any case be at least equal to the protection level of own confidential information. If a breach of the confidentiality of the Confidential Information occurs, the Recipient shall immediately notify Belimed in writing and inform Belimed about the measures taken to remedy the breach of confidentiality.

## **2 Rights to Confidential Information**

### **2.1 No Obligation to Disclose**

Belimed has no obligation to disclose specific Confidential Information. The Recipient may refuse to accept delivery of specific Confidential Information prior to its disclosure.

### **2.2 No Transfer of Rights**

The Recipient acknowledges that the Confidential Information received from Belimed shall remain the exclusive property of Belimed and that the Recipient may not derive any kind of assignment of rights to the Confidential Information or rights to use it or any other rights therefrom neither during the term of this Agreement nor thereafter. In particular (without limitation), the Recipient shall have no right to register, or instruct registration of, any patents or other intellectual property rights in connection with the Confidential Information.

### **2.3 Return of Confidential Information**

The Recipient shall at the written request of Belimed and, in any case, without being asked when the Purpose of the contract has been achieved or, at the end of any further relationship between Belimed and the Recipient, promptly – as far as no mandatory legal and/or regulatory retention obligations exist – destroy all Confidential Information, together with all copies and reproductions and delete all corresponding computer files. Excepted are back-up files, archived files and e-mails, catches and other electronic copies for security purposes, however, such files fully remain subject to the confidentiality obligation according to this Agreement. Execution is to be confirmed in writing within ten days. Belimed can alternatively ask, at any time, for the return of the Confidential Information, copies and reproductions.

## **3 No Representation of Warranty**

Belimed does not represent or warrant the suitability for the Purpose, the completeness or the accuracy of the Confidential Information.

## **4 Duration**

This Agreement enters into force upon execution by the Parties, but shall apply also retroactively to all information exchanged between the Parties prior to its date and shall remain in force throughout the term of the Purpose. If the Parties subsequently enter into a business relationship, this Agreement shall fully apply to such business relationship and its term shall be extended accordingly. This Agreement shall terminate 3 (three) years after the later of the Purpose having been accomplished or the business relationship having been terminated.

## **5 General Provisions**

### **5.1 Amendments and Supplements, Other Agreements**

This Agreement, including the present provision, may only be amended or supplemented by written agreement. This applies equally for a waiver of rights to which one Party would be entitled under the terms of this Agreement or the applicable laws. This Agreement replaces all previous understandings, declarations, contracts, agreements and representations in relation to the object of this Agreement and conclusively reflects the understanding of the Parties in relation thereto. There are no oral side-agreements.

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**5.2 Third-Party Claims**

Where claims are asserted by a third party which render one of the Parties liable in connection with this Agreement or an order, such Party shall inform the other Party. The Parties shall provide each other with mutual support in any defense against such claims, in order to minimize any damages.

**5.3 Partial Invalidity**

In the event that certain provisions of this Agreement or corresponding orders should become invalid, this shall not affect the remaining provisions of this Agreement. The Parties shall attempt to find an equal and valid rule, which shall correspond as closely as possible to the economic objective of the invalid provision and the purpose and provisions of the present Agreement or corresponding order pursuant to the original intentions of the Parties.

**5.4 Applicable Law**

This Agreement shall be governed by and construed in accordance with the substantive Swiss law excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (Vienna Convention).

**5.5 Jurisdiction**

The competent courts at the registered place of business of Belimed shall have exclusive jurisdiction for all disputes in relation to this Agreement.

**Please enter Company name:**

\_\_\_\_\_  
(Place, Date)

\_\_\_\_\_  
(Place, Date)

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