



Confidentiality Agreement

between

mageba SA
Solistrasse 68
8180 Bülach
Switzerland

as well as all subsidiaries of mageba hereinafter referred to as “mageba”
SA:

and

Company name
Address
PLZ Ort

hereinafter referred to as «contractor»

PREAMBLE

mageba and the contractor agreed upon a close cooperation as equal partners in the field of the production of components for bridge bearings and other products.

In the context of this cooperation, information and data, such as drafts for patent applications and other intellectual property rights, technical drawings, sketches, plans, parts lists, schedules, samples, know-how, test results, software, and other information, are exchanged in hardcopy form or in electronic form (hereinafter altogether referred to as “information and data”).

It is important for this joint cooperation that information and data are exchanged and that the disclosing party can rely on the guarantee of confidentiality by the receiving party.

Accordingly, the parties agree as follows:

1 SCOPE OF THE OBLIGATION TO CONFIDENTIALITY

The parties undertake:

- to keep secret, not to disclose to third parties orally or in writing and to protect sufficiently using the necessary processes, risk and IT governance, any information and data disclosed to that party by the other party;
- to grant access to such information and data only to staff members involved in this cooperation;
- to pass on such information and data to subcontractors and third parties only if this is necessary and only on condition that a confidentiality agreement between mageba AND the contractor AND the third party is signed before every oral or written disclosure of sensitive information and data;
- not to use such information and data to a third party's advantage and not to use them to their own advantage either beyond the cooperation with the other party;
- to completely return or to completely destroy received information and data at the end of the cooperation if so required by the other party; in case of destruction, a destruction report must be prepared and handed over to the other party without being requested.

2 INFORMATION AND DATA ALREADY TRANSFERRED

This confidentiality agreement shall also apply to information and data already transferred and/or made accessible at the moment of the signing of this confidentiality agreement in view of the planned cooperation.

3 EXCEPTIONS

The present confidentiality agreement shall not apply to information and data:

- which were generally accessible before the signing of the present confidentiality agreement or became generally accessible during the term of the present confidentiality agreement through no fault of the receiving party;
- which were developed independently, acquired or otherwise obtained by the receiving party before conclusion of the present confidentiality agreement;
- in the confidentiality of which the disclosing party is not interested any more.

Any person who invokes such an exception, must provide evidence of its existence.

4 OBLIGATIONS TO DISCLOSE

If a party is obliged to disclose information and data received due to imperative legal provisions and directives by the authorities, they will be entitled to do so. However, in terms of moderation in the exercise of legal rights, they should disclose only as much as absolutely required. Moreover, the other party must be informed in writing in advance so that the other party is able to comment on the asserted obligation to disclose and, as the case may be, to adequately defend themselves against it.

5 PROPERTY

The disclosure, exchange or the transfer of information and data will not transfer any rights to the other party; in any case, the disclosing party will remain the proprietor of the information and data disclosed.

Common developments and/or the common acquisition of intellectual property must be set forth in separate agreements. Besides the common acquisition of rights, these agreements must include further aspects such as terms of use, allocation of costs, marketing, etc.

6 SCOPE OF THE OBLIGATION TO DISCLOSE

The parties are obliged to disclose such information and data that are absolutely inevitable for their cooperation ("need to know"). There is no obligation to disclose with regard to any further information and data.

7 LEGAL VALIDITY, TERM AND TERMINATION OF THE CONFIDENTIALITY AGREEMENT

The present confidentiality agreement shall enter into force upon its signing by both parties. It shall apply to all current pending and all future projects of the parties. To the extent to which any already existing confidentiality agreements or declarations of non-disclosure conflict with the present confidentiality agreement, the provisions of the present confidentiality agreement shall prevail. The present confidentiality agreement shall in no case ease the conditions of already existing confidentiality obligations.

Both parties are entitled to terminate this confidentiality agreement at any time respecting a time limit of at least 12 months with effect as of the end of the calendar month in writing. Confidentiality obligations existing at the moment of termination of the present confidentiality agreement shall continue for an unlimited period of time.

8 LIABILITY

The parties shall be liable for their subcontractors and third parties called in in case they disclose information and data coming under the protection of the present confidentiality agreement without authorization and this causes any damage. As for the rest, the legal provisions shall apply.

9 APPLICABLE LAW AND PLACE OF JURISDICTION

The present confidentiality agreement is governed by Swiss law without giving effect to its principles of conflict of laws. The exclusive place of jurisdiction is Bülach / Switzerland (registered office of mageba). Moreover, mageba shall be entitled to take legal action against the other party before any other court having jurisdiction by act of law.

Signed on behalf of mageba SA

Signed on behalf of the contractor

Place, date

Place, date

Name

Name

Position

Position

Place, date

Place, date

Name

Name

Position

Position