

Mutual Confidentiality Agreement

between

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and

Solcept AG, Stationsstr. 69a, CH-8623 Wetzikon ZH, Switzerland

The undersigned companies are in negotiations over a possible cooperation in the development of

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In this context, and also for a possible future cooperation confidential information is exchanged.

1. The signatories commit to keep secret all information received and to use it only for evaluation of a possible cooperation. They commit not to exploit this information for their own use in any way or make it available to third parties without the prior written consent of the other side.
2. The signatories may disclose confidential information to other employees of their companies only if those need such information to carry out the assessment of a possible collaboration.
3. The signatories are responsible for ensuring that these employees are obligated to maintain confidentiality in an appropriate manner, also for the period following their departure from the company.
4. Confidential information shall mean all technical information, all business and manufacturing secrets, especially research, development, production and market data, and other business information and data obtained from all the companies involved.
5. Not subject to this confidentiality agreement is all information which is in the public domain at the time of handover or is published by the owner of the confidential information or a person authorized by this owner.
6. The signatories recognize the mutual property entitlement on all documents and records etc. received from the other party and commit themselves not to derive any rights from those documents and records or to enforce any rights based on those documents and records.
7. The signatories commit themselves to return all records and documents in full to each other on first request, without keeping any copies of any records and without exploiting the proper knowledge by themselves or by third parties in any way.
8. The foregoing obligations of confidentiality and non-use are valid for a period of five (5) years from the date of transfer. If a business relationship develops beyond the stated purpose of the contract, this agreement is applicable in its entirety to this business relationship.
9. If a business relation arises beyond the commercial purpose above, this agreement is applicable in its entirety to this business relation.
10. If any provision of this agreement is invalid or contains a loophole, the remaining provisions shall retain their validity. To replace the invalid provision, it shall be agreed upon a provision that achieves the economic purpose of the invalid provision, the same applies in the case of a loophole.

Place of fulfillment for all obligations under this agreement is Wetzikon. The agreed exclusive court of jurisdiction is the registered office of Solcept AG. This agreement is governed by Swiss law.

The foregoing obligations apply to both the signatory companies as well as their representatives.

For company:

Signature:

Name:

Position:

Place and Date:

For Solcept AG

Signature: 

Andreas Stucki

President