

Non Disclosure Agreement

between

Swiss Tec AG

Bahnhofstrasse 7

FL-9494 Schaan

– hereinafter referred to as 'SWISSTEC' –

and

(trade name of contracting party)

(street)

(zip code and city)

– hereinafter referred to as the 'partner' –

As part of carrying-out of the project “stent manufacturing Flatbed manufacturing and 3-dimensional manufacturing with ps-lasers” (hereinafter referred to as the ‘project’), it is the intention of SWISSTEC and the partner (hereinafter also referred to, either in combination or individually, as ‘parties’ or ‘party’) to exchange items of confidential information which are not generally accessible and which constitute trade secrets of the party in question. In order to protect the interests of each side as regards this confidential information, the parties hereby conclude the following agreement:

1. Definitions

1.1 ‘Confidential information’ within the meaning of this agreement means

- all data, plans, models, films, images, documents, samples, software as well as other information of all kinds and details of measures taken, equipment, devices, installations, procedures, processes, structures and other concerns of one party (hereinafter also referred to as the ‘information provider’)
- which is communicated in written, oral or electronic form or otherwise made known to the other party (hereinafter also referred to as the ‘information recipient’).

Confidential information also includes combinations of information, even if the individual items of information making up the combination do not satisfy or fulfil the above-mentioned conditions.

The burden of proof as to whether these conditions actually exist will be borne by the information provider.

1.2 ‘Confidential information’ is deemed not to exist however when it can be proved that

- it was known to the other party before the date of its reception, or
- it was an item of public knowledge before the date of its reception or was generally accessible, or
- it was an item of public knowledge after the date of its reception or became generally accessible without the other party being responsible for this, or
- it was made known or made accessible to the other party by an appropriately authorized third party at any point in time.

The burden of proof as to whether the conditions actually exist will be borne by the information recipient.

1.3 Third parties within the meaning of this agreement does not refer to companies which are associated with the party in question or with his majority shareholders.

2. Secrecy and non-use

2.1 The parties undertake to keep confidential all information they receive directly or indirectly from the other party within the project and to use this information solely for the agreed purposes.

2.2 The parties undertake not to make accessible to third parties confidential information within the meaning of Section 1 which has been received from the information provider unless the written consent of the information provider has been obtained beforehand. In this case the information recipient undertakes to ensure that the third party receiving the information is covered by pledges of secrecy and non-use which are equivalent to the provisions of this agreement.

2.3 In all cases, all rights in confidential information and know-how will remain with the information provider unless the parties have concluded a written agreement regarding the transfer of rights or the concession of rights of use in favour of the information recipient. Whatever the case, the parties reserve the right to submit property right applications based on their own confidential information and own know-how.

3. Miscellaneous provisions

The partner will impose the obligations defined in this agreement in a suitable form upon the employees involved in carrying out the project, upon freelance workers and subcontractors, even for the time which follows the end of the contractual relationship with these persons, provided this is legally permissible. SWISSTEC may demand documentary proof of the measures taken in this regard.

The present provisions also apply to associated companies and to subsidiary companies of the partner both at home and abroad. The partner undertakes to treat legal action resulting from such a company violating this agreement in the same way as would be the case if it were a violation of its own.

This agreement comes into force upon being signed and lasts for two (3) years. If the projects persist longer than those three years, the agreement will run for the duration of the project. The obligations of this agreement will survive termination of the agreement for three (3) years.

No additional agreements, modifications or supplements to this agreement will be valid unless they are made in writing. This also applies to dispensing with the requirement for the written form.

Should individual provisions of this agreement prove to be legally invalid, this will not affect the validity of the remaining provisions of this agreement. The parties undertake to reformulate the invalid provisions to make them legally admissible and here to come as close as possible to their original commercial intent.

In the case of any disputes arising from or in connection with this agreement – including its cessation and its continued application after cessation – the relevant court will be the court under whose jurisdiction SWISSTEC comes, unless a different place of jurisdiction is obligatory on account of statutory requirements.

The agreement is subject to the law of Austria and excludes conflict of laws.

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Date, SWISSTEC

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Date, Partner