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Appendix 3

To Supplier Framework Agreement  
Contract-Nr: 55xxxxxxx

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**General Mutual Non-Disclosure Agreement (NDA)**

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## 1 NDA

This general Non-Disclosure-Agreement shall apply to all current as well as future exchange of confidential information between the Parties. Additional NDAs related to specific projects or negotiations will therefore not be necessary anymore in the future. Therefore, it is mutually agreed as follows:

1. Confidential Information shall mean all information, whether commercial, financial, technical or other, disclosed to or otherwise obtained by one Party (hereinafter called the Receiving Party) from the other Party (hereinafter called the Disclosing Party) and which are either marked "Confidential" or which have to be regarded as confidential due to the concrete circumstances. All related data, drawings, films, documents, manuals and computer readable information (hereinafter called the Materials) shall also be confidential if they are marked "Confidential" or if they have to be regarded as confidential due to the concrete circumstances.

2. The Receiving Party acknowledges that the Confidential Information is of considerable value to the Disclosing Party, and the Receiving Party undertakes:

- a. to treat all Confidential Information as confidential, irrespective of when and in which form it is obtained and what its content is;
- b. to mark all confidential Materials as confidential;
- c. not to communicate or disclose the Confidential Information, or parts of it, to a third party without the prior written consent of the Disclosing Party, except to the employees of the Receiving Party and any external third parties consulted by the Receiving Party, who are directly involved in the Business Purpose and whose names have been given to Disclosing Party in writing;
- d. to use and apply the Confidential Information solely to the extent necessary for completion of the Business Purpose, and to refrain from any further use and circulation, also within its own organization;
- e. to ensure that its employees and all external third parties consulted by the Receiving Party (see sub-Clause c hereof) are committed in writing to abiding by the terms of this Agreement, and to supervise that such persons comply with this obligation;
- f. to effect all further adequate measures to ensure the confidentiality, in particular to safe-guard the Confidential Information from access, use and misappropriation by unauthorized persons.

3. The obligations of confidentiality as provided in Clause 2 hereof shall not apply to any portion of the Confidential Information which:

- is accessible to the public;
- was common knowledge at the time when it was communicated to the Recipient;
- became common knowledge after being communicated to the Recipient through no fault of its own;
- is lawfully received from an independent third party without any restrictions and without breach of this Agreement;
- is developed by the Recipient (its employees or any third party consulted by the Recipient), independently of the Confidential Information.

4. All Materials (including magnetic tapes, documents, manuals, specifications, flow charts, program listings, data file printouts etc.) containing the Confidential Information shall be and remain the property of the Disclosing Party and shall not be reproduced, neither in full nor partly, without the explicit written consent of the Disclosing Party. Any loss of such confidential documents must be reported to the Disclosing Party immediately; the Receiving Party shall be fully liable for compensation of the damages caused thereby.

5. At the request of the Disclosing Party, and in any case on completion of the respective project or negotiations, the Receiving Party shall promptly return or destroy all related Materials which could contain any Confidential Information and the copies thereof. Within 14 days of such request or completion of the Business Purpose, the Receiving Party shall certify in writing to the Disclosing Party that



it has fully complied with its obligations specified under this clause. Furthermore, both Parties relinquish any kind of lien.

6. After return or destruction of all Materials as laid down in Clause 5 hereof, the present Agreement may be abrogated by both Parties. The obligations provided in this Agreement concerning the non-disclosure of the Confidential Information shall not be affected thereby, neither by the abrogation of this Agreement nor by its termination due to the Business Purpose being completed. On the contrary, the obligation of confidentiality shall continue to apply for another 5 years after termination of this Agreement.

7. If the Receiving Party fails to observe its obligations specified in this Agreement, it shall pay to the Disclosing Party as penalty for breach of contract the amount of CHF 100'000. The Disclosing Party shall also be entitled to recover further damages.

However, payment of the penalty shall not be construed as a waiver of Disclosing Party's rights out of the present Agreement.

8. Any amendments and addenda to this Agreement need to be made in writing in order to be valid.

9. The present Non-Disclosure-Agreement shall be subject to Swiss legislation. Zurich shall be exclusive place of jurisdiction for all litigations arising out of or in connection with this Agreement.

## 2 Coming into Force

Appendix 3 comes into force indefinitely with its signing by both parties.

## 3 Counterpart

Appendix 3 shall be executed in 2 counterparts. Each party shall receive 1 lawfully signed counterpart.

## 4 Signatures

For Supplier:	
Place, Date:	Place, Date:
First Name, Last Name Function	First Name, Last Name Function

For SIX:	
Place, Date:	Place, Date:
First Name, Last Name Function	First Name, Last Name Head Procurement