



MUTUAL NON-DISCLOSURE AGREEMENT

between

hereinafter called Company

and

Hereinafter called SIX

each also a Party and both the Parties.

The Parties are in negotiation with each other in relation to the purpose (hereinafter called the Business Purpose) defined in Clause 10 hereof. In order that the contents of these negotiations and particularly all information obtained from and about the other Party remain confidential, 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) in connection with the Business Purpose and which is marked as “confidential” or which is to be regarded as confidential due to the specific nature of the information or the context in which the information has been exchanged. All related data, drawings, films, documents, manuals and computer readable information shall also be confidential, whether it is marked as “confidential” or whether it is to be regarded as confidential due to the specific nature of the information or the context in which the information has been exchanged (all together hereinafter called the Confidential Information).
- 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) 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 including its related group companies and any external third parties consulted by the Receiving Party, who are directly involved in the Business Purpose;
 - c) 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;
 - d) to ensure that its employees and the employees of all involved group companies and external third parties consulted by the Receiving Party (see sub-Clause b) hereof) are committed in writing to confidentiality obligations similar to the rules in this agreement;
 - e) to effect all further adequate measures to ensure the confidentiality, in particular to safeguard the Confidential Information from access, use and misappropriation by unauthorized persons;
 - f) not to copy or distribute Confidential Information unless required for the Business Purpose;
 - g) to inform the Disclosing Party immediately about any loss of or unlawful access to or processing of Confidential Information.



- 3) The obligations of confidentiality as provided in Clause 2 hereof shall not apply to any portion of the Confidential Information which:
 - a) is accessible to the public;
 - b) was common knowledge at the time when it was communicated to the Receiving Party;
 - c) became common knowledge after being communicated to the Receiving Party through no fault of its own;
 - d) is lawfully received from an independent third party without any restrictions and without breach of this Agreement;
 - e) is developed by the Receiving Party (its employees or any third party consulted by the Receiving Party), independently of the Confidential Information;
 - f) the Receiving Party is required to disclose due to an order or verdict of a competent authority or court.

- 4) At the request of the Disclosing Party, and in any case on completion of the Business Purpose, the Receiving Party shall promptly return or destroy all Materials which could contain any Confidential Information and the copies thereof without a prior request by the Disclosing Party. 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. Excluded from this obligation is all Confidential Information which falls under legal archive obligations as well as any backup-copies which cannot be deleted without unreasonable efforts. Furthermore, the Parties relinquish any kind of lien.

- 5) After return or destruction of all Materials as laid down in Clause 4 hereof, the present Agreement may be abrogated by either party. The obligations of the Receiving Party provided in this Agreement concerning the non-disclosure of the Confidential Information shall not be affected thereby, neither by the abrogation of this Agreement by any of the parties nor by its termination due to the Business Purpose being completed. On the contrary, the obligation of confidentiality of the Receiving Party shall continue to apply for another ___ Year(s) after termination of this Agreement.

- 6) 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

Currency and amount

Currency and amount written in words

The Disclosing Party shall also be entitled to recover further damages.

However, payment of the penalty shall not be construed as a waiver of the Disclosing Party's rights out of the present Agreement. In case in this clause 6 no amount or the amount "0" is inserted, it is the understanding of the parties that no penalty is to be paid.

- 7) Any amendments and addenda to this Agreement need to be made in writing in order to be valid.
- 8) This Agreement shall be governed by and construed under the laws of Switzerland with the exclusion of the conflict of laws principles. The Place of Jurisdiction shall be exclusively Zurich, Switzerland.
- 9) Business Purpose / Project:

For the Company	
Place, Date: DD.MM.YYYY	Place, Date: DD.MM.YYYY
First Name Last Name Function	First Name Last Name Function
For SIX	
Place, Date: DD.MM.YYYY	Place, Date: DD.MM.YYYY
First Name Last Name Function	First Name Last Name Function