**NON-DISCLOSURE AGREEMENT**

Between

**[Name of the Counterparty]** (hereinafter "**[Counterparty short-form name]**"):

**[Address of Counterparty]**

And

**SQC AG (**hereinafter **“SQC”)**

Seebleichestrasse 68, 9404 Rorschacherberg, Switzerland

Effective Date: 17.09.2020

In consideration of the disclosure of confidential information, the parties identified above agree as follows:

1. The parties' contact persons are:

For **[Counterparty short-form name]**: **[Name of Counterparty’s contact person]**

For SQC: Mr. Christian Vetsch

1. The party (parties) disclosing Confidential Information is (are): **both parties** .

In the remainder of this Agreement, the term "Disclosing Party" shall mean the party or parties identified in this Article 2, and the term "Receiving Party" shall mean the party to this Agreement receiving the Confidential Information.

 In the remainder of this Agreement, the term “Affiliate” shall mean a company or any other corporate entity which directly or indirectly, (i) controls or is controlled by a Party; or (ii) which is controlled by a company or any other corporate entity which controls, directly or indirectly, a Party, where control shall mean the ownership of more than 50% of the capital or the voting shares of the company or entity concerned. Affiliate shall not be construed as a third party in the purpose of this Agreement.

1. "Confidential Information" shall mean all knowledge and information which the Receiving Party may acquire from the Disclosing Party, its employees, consultants, agents, representatives or affiliated companies by whatever means, including but not limited to information regarding: its proprietary products and processes, ingredients, recipes, know-how, business activity, business plans, inventions, designs, methods, systems, improvements, trade secrets, information or data relating to research, development, marketing, finance, customers or purchasing and all other information which may come to the knowledge of the Receiving Party with regard to the business of the Disclosing Party, irrespective of its shape, form or media, and including but not limited to any electronically stored information.

Confidential information shall only include such information which: (a) is clearly designated in writing by the Disclosing Party as “Internal”, “Confidential”, “Strictly confidential” or the like at the time of disclosure, or (b) is declared confidential by the Disclosing Party at the time of disclosure and confirmed in writing to the Receiving Party within thirty (30) days of the disclosure.

Information disclosed or collected directly or indirectly during a visit at the premises of the Disclosing Party, is considered Confidential Information and does neither have to be marked as confidential nor confirmed in writing as such.

1. The Confidential Information disclosed pursuant to this Agreement includes in particular and without limiting the scope of Confidential Information: (i) information disclosed by **[Counterparty short-form name]** relating to **………….…….………..**, and (ii) information disclosed by SQC relating to **………….…………………….**.
2. Confidential Information is disclosed for the following purpose (hereinafter “Purpose”): **establishing and maintaining a business relationship between the parties for supply ………………..……..** The Receiving Party shall not use the Confidential Information, directly or indirectly, for any other purpose.
3. The Receiving Party agrees that it will hold in confidence all Confidential Information, and to take adequate organizational and technical measures to this purpose. Each party further agrees that it will not advertise, publish or in any way publicly indicate the fact that it is working with the other party for the purposes set out in this Agreement, unless it has received the other party's prior written authorization.

The Receiving Party shall refrain from reverse engineering, disassembling, or decompiling any products, samples or software or other objects, which embody or contain the Confidential Information, and refrain from making any copies of the Confidential Information except as strictly necessary for the Purpose, unless expressly permitted in writing by the Disclosing Party in advance.

This provision shall survive the expiration of this Agreement permanently.

1. Confidential Information shall be disclosed by the Receiving Party only to those of its employees, consultants, agents, representatives and affiliated companies, if any, who need to know such Confidential Information for the Purpose, who have been informed of the confidential nature of such information, and who are obligated under agreement to keep such information in confidence. The Receiving Party shall be responsible for any breach of confidence caused by the acts or omissions of such employees, consultants, agents, representatives and affiliated companies. The Receiving Party shall maintain complete and accurate records and information to demonstrate its compliance with this clause and allows the Disclosing Party or its designated auditor to perform mutually agreed and specified audits at the costs of the Disclosing Party.
2. The obligations set forth in this Agreement shall not apply to any portion of the Confidential Information which the Receiving Party can prove with contemporaneous written records: (a) was already known to the Receiving Party prior to any disclosure by the Disclosing Party; or (b) was publicly available prior to any disclosure by the Disclosing Party, or subsequently becomes publicly available through no breach of this Agreement; or (c) was received by the Receiving Party from a third party lawfully in possession of the same and not in breach of any agreement or any confidential relationship with the Disclosing Party; or (d) was independently developed by the Receiving Party, its parent or affiliated companies without reliance upon the Confidential Information of the Disclosing Party.
3. The Receiving Party shall have the right to disclose to the relevant authority any Confidential Information which is required to be disclosed pursuant to judicial process, court order or administrative request, provided thatthe Receiving Party shall notify, where reasonably possible, the Disclosing Party of any such process, order or request sufficiently prior to disclosing such Confidential Information as to permit the other party to seek a protective order.
4. Confidential Information shall remain the property of the Disclosing Party. Nothing in this Agreement will be construed to convey to either party any right, title, or interest in any Confidential Information, and no license is granted or implied by either party to the other under any patent, design, copyright, trademark, data or knowhow, any application for any of the forgoing, or any trade name or trade secret.
5. The parties hereby acknowledge that the information provided under this Agreement is provided as is; and that neither party makes any oral or written representations or warranties, express or implied, as to the accuracy, reliability or completeness of the information provided under this Agreement. Therefore, neither party shall have any liability to the other arising out of or relating to the use of the information provided under this Agreement.
6. The Receiving Party shall, upon request of the Disclosing Party, return to the Disclosing Party all Confidential Information supplied by the Disclosing Party, its employees, consultants, agents, representatives or affiliated companies, including all copies thereof, and make no further use of it.
7. This Agreement comes into effect on the Effective Date specified above and shall remain in effect for ten (10) years. Either party may terminate this Agreement at any time and for any reason upon 30 days written notice to the other party. The obligations regarding confidentiality set out in this Agreement remain in effect permanently unless the Receiving Patry can demonstrate that the Confidential Information has become publicly available.
8. This Agreement shall not be construed to create any obligation on the part of either party to enter into any further business relationship with the other party.
9. A finding that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Agreement, unless the provisions that have been found to be invalid or unenforceable substantially affect the rights or obligations granted or undertaken by either party.
10. The failure of a party to insist, in one or more instances, upon performance of any of the provisions or conditions of this Agreement will not be construed as a waiver of any other provision or condition of this Agreement, and no present waiver will be construed as a future waiver of such provision or condition.
11. In case of breach of this Agreement by the Receiving Party, the Disclosing Party is entitled to a contractual penalty in the amount of the turnover between the parties in the calendar year preceeding the infringement, or the intended annual turnover between the parties in case there was no turnover in the year preceding the infringement, plus actual damages and interest exceeding the aforementioned penalty.
12. It is understood and agreed that money damages may not in all cases be a sufficient remedy for a breach of this Agreement. The Disclosing Party shall therefore be entitled to (a) injunctive relief or specific performance without proof of actual damage and/or (b) actual damages and interest.
13. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.
14. This Agreement shall in all respects be governed by and interpreted according to the laws of Switzerland.
15. Any dispute under this Agreement which cannot be resolved amicably shall be decided exclusively by the competent courts of Switzerland.
16. This Agreement states the entire understanding of the parties regarding the subject matter hereof and supersedes any prior dicussions or negotiations concerning this matter.
17. No original signed hardcopy of this Agreement is necessary for its effectiveness. A scanned copy including signature by duly authorized representatives of both parties is considered sufficient.

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| **SQC AG** **CH-9404 Rorschacherberg****Switzerland** | **[Name of the Counterparty]****[Address of Counterparty]** |

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