

## CONFIDENTIALITY AND USE AGREEMENT

between the following parties:

**STAG AG  
Industriestrasse 11  
CH-7304 Maienfeld**

- hereinafter referred to as the "Client" -

and

**Name Firma  
Anschrift Ort  
Anschrift Land  
Firmenwebsite**

- hereinafter referred to as "Partner" -

## Identification

Confidentiality and Use Agreement	
Object	Template STAG Non-Disclosure Agreement
Created	K. Nesensohn
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## History

Version	Date	Carried out by	Comment
1.0	22.10.2021	K. Nesensohn	Newly created (English translation from the original document)
1.1	28.10.2021	K. Nesensohn	Additions under points 1. to 9.
1.2	24.03.2022	K. Nesensohn	Addition of bankruptcy procedures under point 8. and design adjustments
1.3	12.06.2203	K. Nesensohn	Adaption CD & CI

## Address

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In connection with the cooperation concerning the parties have already disclosed or will in the future disclose to the other party confidential information or one party will otherwise become aware of confidential information of the other party.

To ensure confidentiality and to regulate the use of confidential information, the contracting parties agree as follows:

1. Confidential information within the meaning of this agreement is all information declared confidential by the disclosing party and which is not obviously and demonstrably generally known, such as financial information, strategies and intentions, business ideas, customer names and sources of supply and purchase, technical information and ideas, know-how, inventions - whether patentable or not -, specifications, formulas, drafts, designs, samples, prototypes, software of any kind and all intellectual property, insofar as this is not made public by registration. The circumstance, content and result of the parties' discussions about the project shall be deemed to be confidential information.
2. The parties undertake to keep all confidential information of the other party, including all records and copies thereof, strictly secret, to disclose it within the company only to their employees or advisers, accountants, attorneys, and employees of companies belonging to its capital group bound to secrecy and not to make it accessible to third parties in whole or in part. Subsidiaries associated companies and the group companies are not included in third parties within the meaning of this provision if these entities are bound by an obligation of confidentiality.
3. The Parties further acknowledge that the Confidential Information of the other Party is only to be used upon the existence of a written agreement with the informing Party and only within the agreed scope and for the agreed purpose. The parties undertake to refrain from any use or application of the confidential information not granted in writing by the other party and not to file their own applications for industrial property rights for this purpose.
4. The aforementioned obligations to maintain strict confidentiality do not apply to information which
  - a) were already common knowledge at the time of receipt-
  - b) were already lawfully known to the receiving party at the time of receipt-
  - c) have become apparent after their receipt without any action on the part of the receiving party-
  - d) have been made available to the receiving party by another party in a legally permissible manner and without restriction as to confidentiality or use.

The conditions for the exceptions must be proven by the receiving party at the request of the disclosing party.

STAG and its contractual partners explicitly reserve all rights to their respective information (including copyrights, the right to register commercial property rights as well as patents, utility models, topography protection rights, trademarks, strategies and intentions, business ideas, customer names and sources of supply and delivery, technical information and ideas, know-how, inventions - whether patentable or not -, specifications, formulas, drafts, designs, samples, prototypes, software of any kind as well as all intellectual property, insofar as this is not made public by registration) and the ownership right to the objects made available containing the

information (papers, data carriers etc.). ) STAG and its contractual partners explicitly reserve the right, in particular without any restriction, to register their respective intellectual property for protection worldwide. The respective other contracting party does not make any such applications.

5. The Receiving Party shall promptly return all Confidential Information of the Disclosing Party, including records and copies thereof, to the Disclosing Party upon first request and/or provide evidence of credible destruction. The Receiving Party may retain only one set of all information relating to the Collaboration Project, including the Confidential Information, under seal.
6. The Parties undertake to inform each other immediately of any breach of the duty of confidentiality or non-use of which they become aware and to take any measures indicated in consultation to minimize the prejudice. An exception only applies to copies that must be archived at the respective other contracting party due to the fulfilment of mandatory statutory provisions. All existing information on EDP (Electronic Data Processing) and cloud-based systems must be irrevocably deleted. At the request of one contracting party, the other party must confirm the deletion in writing.
7. This Agreement itself does not create any cooperation or corporate relationship and does not give either party the right to enter any legal transactions or create any obligations on behalf of or at the expense of the other party. This Agreement does not create any right or obligation for either party to enter any contract or business relationship with the other party. Finally, this agreement does not grant any licenses or other rights of any kind.
8. This agreement shall enter into force upon signature by both parties and shall remain in force for the entire duration of the cooperation. In the absence of objection by either party, the agreement shall remain in force. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.
9. In the event of a breach of the confidentiality or non-use obligations by the receiving party, the latter may be obliged to pay indemnities.

The contracting party thus undertakes to pay STAG a contractual penalty of CHF 20'000.00 for each infringement. The possible payment of the contractual penalty does not release the contracting party from the further fulfilment of the present obligations. Furthermore, STAG may at any time demand compensation for further damage and the elimination of the condition contrary to the contract.

10. Changes or additions to this agreement must be made in written form.
11. This non-disclosure and non-use agreement is governed exclusively by Swiss law.

The exclusive place of jurisdiction is the registered office of STAG.

IN WITNESS WHEREOF, the duly authorised representatives of both Parties have signed this Agreement dated XX<sup>th</sup> of XXXX 202X.

"Client" STAG AG	"Partner" <b>Company name</b>
<p><b>First and last name</b> <b>Position</b></p> <p>..... , .....(Place, Date)</p> <p>.....(Signature)</p>	<p><b>First and last name</b> <b>Position</b></p> <p>..... , .....(Place, Date)</p> <p>.....(Signature)</p>
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