

AGREEMENT ON CONFIDENTIALITY, OWNERSHIP AND USE OF WORK RESULTS

between

Lista AG, Fabrikstrasse 1, CH-8586 Erlen
(hereinafter referred to as **LISTA**)
on the one hand

and

.....,
(hereinafter referred to as the **contracting party**)
on the other hand

(both together referred to as **parties**)

Foreword

In connection with any orders placed, LISTA intends to provide the contracting party with know-how, preparatory work and information on business processes, facts and experience in written and verbal form and, if necessary, by means of other data carriers - computer disks, e-mail, etc. (hereinafter collectively referred to as **Information**). - (collectively referred to as **information** below). This should not have any detrimental consequences for LISTA. Therefore, this agreement on confidentiality, ownership and use of work results is concluded (hereinafter referred to as **Confidentiality agreement**).

Furthermore, the purpose of this confidentiality agreement is to protect, for the benefit of LISTA, the information and copyrights, trademark rights, design rights, model rights, patent rights and other intellectual property rights which LISTA provides to the contracting party for processing, which are acquired or created by the contracting party for LISTA or which arise incidentally in connection with the work for LISTA at the contracting party or third parties.

I. Confidentiality

The contracting partner undertakes vis-à-vis LISTA to treat all information received from LISTA in connection with discussions about a possible collaboration, placing of orders, etc. as strictly confidential. In particular, the contracting partner undertakes not to make the content or parts of the content of such written or verbal information accessible to anyone, including its own employees and consultants, with the exception of those employees and consultants for whom this is unavoidable. Such employees and consultants are also automatically subject to the duty of confidentiality and the contractual partner is responsible for ensuring that this duty is complied with.

The contracting partner undertakes neither to pass on information received to third parties nor to use it itself - directly or indirectly - for any of its own business activities without the written consent of LISTA's authorized signatories.

The contracting partner undertakes to return all information carriers (data carriers, documents, papers, drawings and the like) which it has received in connection with the discussions and any negotiations.

The contractual partner undertakes to copy such documents only to the extent necessary for the purpose and to destroy them afterwards.

II. Work results, intellectual property rights and know-how

All know-how and all work results, including partial results, in particular all texts, documentation and results of the contractual partner's activities, including all facts and figures, test reports and evaluations, etc., shall be the property of and subject to the exclusive right of use by LISTA in every phase of the work. LISTA therefore has all property rights and exclusive rights of use to all documents, all know-how and all results and partial results, irrespective of whether or not intellectual property rights arise and irrespective of whether or not they are protectable.

LISTA is entitled to use, modify, redesign, publish or otherwise exploit the results as it sees fit. LISTA shall at all times be entitled to the display of all original documents and data carriers, irrespective of their condition (paper, diskettes, magnetic tapes, film and photo negatives, etc.), even in the event of any delay in payment by Lista.

III. **Order placement, costs, choice of law and place of jurisdiction**

The carrying out of certain clarifications does not imply any commitment regarding the placing of orders, etc. Each party shall bear its own costs and those which it has arranged with third parties. If an order is placed, the confidentiality agreement shall form an integral part of the corresponding order.

This contract and any supplementary contracts and agreements and any subsequent order shall be governed by Swiss law. **The parties choose 8586 Er-len / Switzerland as the place of jurisdiction for any disputes arising from this contract, any supplementary contracts or for any subsequent order.** In addition, each party is entitled to bring a claim the other at the latter's domicile or place of residence.

....., dated

Lista AG

Contracting party

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