

## Visplay GmbH

### Non-Disclosure Agreement

#### 1. Intent

Visplay GmbH and its related companies ("we" or "us") will disclose to the supplier certain information which is non-public at the time of disclosure and considered confidential by us.

#### 2. Applicability

The present non-disclosure agreement (the "Agreement") covers all information provided by us, or any third party on our behalf, to the supplier (the "Confidential Information"), whether transferred on paper, verbally, electronically, or by any other means or on any other media. This Agreement is applicable regardless of whether the Confidential Information was expressly designated as confidential or secret and whether it constitutes business or company secrets in the legal sense.

This Agreement shall not apply to information which the supplier can prove to:

- have been part of public knowledge at the time the supplier received it or became public knowledge thereafter without violation of any non-disclosure agreement in our favour; or
- have been already known to the supplier before disclosure by us, as evidenced by its written records or has been revealed to the supplier by a third party without violation of a non-disclosure agreement in our favour; or
- have been developed by the supplier independently of the information received from us.

#### 3. Implementation

The supplier hereby agrees that it shall use the Confidential Information solely for the purposes agreed with us and shall keep it strictly confidential, at all times and at its own costs and will take appropriate dispositions to protect the confidentiality of this information.

The supplier shall disclose the Confidential Information only to such of its officers, employees and advisors who have a need to know such Confidential Information. These officers, employees and advisors must be informed by the supplier of this Agreement and expressly agree to the observance thereof.

All documents and recordings, other notes or materials disclosed or made accessible by us and containing Confidential Information are to be kept by the supplier in a safe place and inaccessible to any unauthorized persons.

The term "person" as used in this Agreement shall be interpreted to include, without limitation, any other corporation, company, group, partnership or individual.

#### 4. Termination

Upon our written request, the supplier will immediately, at its own costs:

- return to us or destroy all documents and recordings, other notes or materials disclosed or made accessible by us or any third party on our behalf and containing Confidential Information, without retaining any hard copies or electronic data thereof;
- if so requested by us, deliver to us a certificate signed by an authorized individual confirming that the instructions contained in this clause have been complied with.

Notwithstanding the returning or destruction of the Confidential Information, all duties and undertakings existing under this Agreement shall remain in full force and effect.

## 5. Violation

The supplier shall pay to us a penalty of EUR 100.000 for each act or omission constituting a breach of any of the provisions of this Agreement. Payment of such penalty, however, shall not discharge the supplier from its obligation to comply with this Agreement and shall not preclude any claim for damages in excess of such amount or for injunctive relief by us.

## 6. Miscellaneous

The obligations under this Agreement shall continue to apply to all Confidential Information the supplier has received or will receive from us even after the business relationship between the parties has come to an end, until they cease to apply pursuant to clause 2 above.

Swiss law shall apply without recourse to its conflict of law rules. Place of jurisdiction for all legal disputes arising from or in connection with this Agreement, is the registered address of Visplay GmbH. We are further entitled at our discretion to file legal proceedings at the supplier's registered address or to seek a final settlement regarding any disputes arising from or in connection with this Agreement under the Rules of Arbitration of the International Chamber of Commerce (ICC), by one or more arbitrators appointed in accordance with said Rules. If the supplier so requests, we are obligated to notify it of our decision, either to conduct arbitration proceedings or proceedings in an ordinary court, no later than two weeks following receipt of the supplier's request.

.....  
Place, date

.....  
Signature, stamp