

Non-disclosure agreement (NDA)

Between

and

1. Confidential Information

All information, documents, computer programs (or parts thereof), tools, as well as all documents and documentation of whatever kind and origin (also verbally conveyed information), which one party informs the other in connection with the purpose, transfers or otherwise makes accessible or from which the other party may take note, are information which, according to the provisions of this agreement, are to be kept secret (hereinafter "confidential information"). This includes all information relating to product planning and product development, product design, technical data, information about costs, prices, names of customers, information about financial circumstances, marketing strategies, operating methods, intellectual property (such as patents, copyrights or trademarks) as well as all know-how.

No confidential information is information which:

- the custodian can prove that he was legally in possession of the same prior to the signing of this NDA,
- the custodian can prove that he has developed it independently of the confidential information,
- the identity holder can prove that he has received it lawfully from a third party entitled to disclose it,
- or is now, or subsequently becomes, generally available to the public by publication or otherwise through no act or failure to act on the part of the Receiving Party;

2. Use of confidential information

[_____] undertakes not to use the confidential information for himself or for third parties, or to make these third parties fully or partially accessible or otherwise accessible, unless otherwise by this Agreement or by written consent permitted by LEDCity. The parties further undertake to keep the confidential information secret and to make it accessible only to its own employees and contractors, who must be aware of their contractual obligations and their purpose. A confidentiality agreement must be concluded with these employees and the contractors.

3. Duration

This Agreement shall enter into force upon signature of the contract, retroactively upon the first-time notice of confidential information by one of the parties. The parties are entitled to announce the agreement in writing at the end of each calendar month, subject to a period of notice of 6 months. The obligations of secrecy exist beyond the termination of this agreement for 4 years since the signing of the same.

4. Obligation to return

Upon termination of this contract, the parties undertake to return all written documents and data carriers on which confidential information has been recorded or stored and which it has received from the other party. In addition, all other documents or data carriers on which confidential information is recorded or stored must be destroyed. The party obliged to destruct shall promptly confirm the destruction or deletion of the other party's confidential information in writing.

5. Completeness of the agreement

These agreements contain all agreements made on the subject matter of the contract. The terms and conditions of this Agreement may not be modified or waived except in writing by authorized representatives each of the Parties.

6. Applicable law and jurisdiction

The present agreement is governed by Swiss law. The Parties agree to amicably resolve all disagreements relating to the application or interpretation of the present agreement. If these disagreements cannot be amicably resolved, the Parties will submit them for consideration to the ordinary Tribunal of the canton of Zurich

The place of jurisdiction will be Zurich, Switzerland

[_____]

Place and date

Signature

Place and date

Signature