

Secrecy Agreement

relating to

the development project of a 3d optical tracking system for dental & surgical applications of Naviswiss AG, Laufen (hereafter referred to as “Naviswiss”)

Thank you for your interest in above mentioned development project (hereafter referred to as “the Project”). Please find below the Secrecy Agreement. Please return it to us undersigned with legally valid signature(s). Thank you already in advance.

As used in this Secrecy Agreement, “Confidential Information” means all nonpublic information disclosed by NAVISWISS or its advisors that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation, nonpublic information relating to the Project’s technology, customers, business plans, promotional and marketing activities, finances, and other business affairs.

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Secrecy Agreement, (ii) can be shown by documentation to have been known to you at the time of its receipt from NAVISWISS (or from its advisors), (iii) is received from a third party who, to your knowledge, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by you without reference to any Confidential Information.

The undersigned herewith undertake(s):

- to hold as confidential the fact of contacts and negotiations in connection with the above-mentioned project and not to disclose the contents of such negotiations to third parties;
- to disclose the fact of negotiations and/or the individual items of information involved only to colleagues, employees or advisers on a strict need-to-know basis. Such persons are automatically included under this Secrecy Agreement, and the undersigned is/are responsible for ensuring that this Secrecy Agreement is respected;
- not to use any Confidential Information for own purposes or for purposes of third parties nor to actively solicit employment or advisory services from any employee of NAVISWISS until or unless the negotiations have been brought to a positive conclusion;
- should the negotiations not lead to a positive result, to return all confidential written material covered by this Secrecy Agreement in its entirety and to destroy all copies made thereof as soon as the termination of the negotiations has been established.

The undersigned herewith acknowledges that NAVISWISS and its advisors disclaim any responsibility for the accuracy and completeness of all information supplied. The undersigned shall be entitled to rely solely on the representations and warranties made to him in the closing agreement, if any. The undersigned’s obligations under this Secrecy Agreement shall survive for a period of two years following the date of execution of this Secrecy Agreement. Place of Jurisdiction is the Commercial Court of Zurich. Swiss law applies. This Secrecy Agreement may be executed by facsimile.

_____	_____	_____	_____
Date	Signature(s)	Name	Company