

Non-Disclosure Agreement (NDA)

Between:

CatalystTechPerformance, Moreno Micchi
(hereinafter referred to as the "Disclosing Party" or "CTP")

And:

[Redacted]

((hereinafter referred to as the "Receiving Party"))

Signatures

For the Disclosing Party:
CatalystTechPerformance

For the Receiving Party:

[Redacted]

Name: Moreno Micchi

Name: _____

Function: Owner CTP

Function: _____

Date: _____

Date: _____

Titel: Non Disclosure Agreement (NDA)
Klassifizierung: Vertraulich
Datum: 01.08.2025
Autor: CatalystTechPerformance (CTP)

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Purpose

The Disclosing Party intends to provide the Receiving Party with certain confidential and proprietary information regarding a product, including a sample, as part of pre-contractual discussions, presentations, contract negotiations, or a collaboration agreement. This Non-Disclosure Agreement governs the terms and conditions under which the confidential information will be exchanged.

1. Definitions

- 1.1. **Confidential Information:** Confidential information, documents, and facts mean all information, documents, and facts that are not publicly accessible, not generally known, or designated as confidential and that become known during pre-contractual discussions, presentations, contract negotiations, or the clarification of cooperation (in particular, data, magnetic tapes, documents, manuals, documentation, specifications, systems and system components, programs, drawings, films, and any type of product information and data). In case of doubt, information, documents, and facts that are disclosed to one party by the other in connection with the purpose of this contract or that are made accessible by the other party shall be deemed confidential.
- 1.2. **Product:** All information concerning the Disclosing Party's product or product idea and future developments disclosed under this Agreement.

2. Obligation to maintain confidentiality

The parties shall keep confidential the fact that they are in joint discussions in connection with the purpose of this Agreement as well as the confidential information, documents, products and facts disclosed to them.

The parties:

- 2.1. treat confidential information, documents, products and facts with the same care as their own trade secrets;
- 2.2. not disclose the confidential information, documents, products and facts to any third party without the prior written consent of the other party and prevent third parties from accessing the confidential information, documents and facts;
- 2.3. disclose the confidential information, documents, products, and facts only to those employees or agents who need them to achieve the purpose. The parties shall ensure, through appropriate measures, that their employees or agents also have access to the confidential information for the duration of the confidentiality agreement.
- 2.4. will not use the confidential information, documents, products, and facts for its own commercial purposes or for its own research and development purposes. Advertising and publications about services related to this purpose require the express written consent of the other party.

3. Exceptions to the confidentiality obligation

The confidentiality obligation does not apply to confidential information, documents, products and facts:

- 3.1. Were known to the public at the time of disclosure.
- 3.2. Were already known to the Receiving Party prior to disclosure by the Disclosing Party.
- 3.3. Must be disclosed due to a court or administrative order, in which case the Receiving Party must promptly inform the Disclosing Party of the request.

4. Return or destruction of confidential information

Making copies of the documents, information, products, or other materials provided is prohibited without the consent of the disclosing party. Subject to statutory retention periods, the parties undertake to return or destroy all documents, information, products, or other materials provided by the disclosing party upon its first request.

5. Duration of confidentiality

- 5.1. The obligation of confidentiality applies regardless of the conclusion of a main contract. It continues beyond the collaboration or the validity of a main contract as long as the parties have an interest in maintaining confidentiality, but at least 10 years after the signing of this contract, unless both parties agree in writing to terminate this agreement.
- 5.2. The creation of copies, as well as the distribution, research and development and marketing of own information and products related to the disclosed confidential information, documents, products and facts is prohibited unless the disclosing party has obtained the written consent of the disclosing party

6. Patent and trademark law

This Agreement does not grant the Receiving Party any patent and/or trademark rights in the Confidential Information, Documents, Products and Facts, except as expressly provided in this Agreement.

7. Liability

The Receiving Party shall be liable for any breach of the confidentiality obligation and for all resulting damages or losses incurred by the Disclosing Party. The maximum amount of damages per claim is CHF 5,000,000.00.--

8. Place of jurisdiction

- 8.1. The parties undertake to seek an amicable settlement of any dispute before appealing to a judge.
- 8.2. This Agreement shall be governed by the laws of Switzerland. The place of jurisdiction shall be the place of business of the disclosing party at the time the action is filed.

9. Other provisions

- 9.1. Amendments and additions to this Agreement must be made in writing to be effective. This also applies to the waiver of the written form requirement.
- 9.2. Should any part of this agreement prove to be invalid or ineffective, the validity of all remaining provisions shall remain unaffected. The contracting parties undertake to replace invalid or ineffective provisions with new ones that come as close as possible to the economic purpose of this agreement.