

Mutual Non-Disclosure Agreement

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **SENSIRION AG** having its principal place of business at **Laubisruetistrasse 50, 8712 Staefa, Switzerland** (referred to as "**Sensirion**");

and

having its principal place of business at

(referred to as "**Company**").

Sensirion and **Company** are each referred to as "Party" and collectively as the "Parties".

WHEREAS the "Parties" have an interest in participating in discussions on the following Purpose

Integration and use of Sensirion sensors in respiratory devices or medical applications

wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's:

- a) Business plans, prices, conditions, methods, and practices;
- b) Personnel, customers, and suppliers;
- c) Inventions, processes, methods, products, patent applications, and other proprietary rights; or
- d) Specifications, drawings, sketches, models, samples, tools, algorithms, software incl. firmware, drivers and computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" shall mean information which is owned or held by a Party and disclosed by said Party ("Disclosing Party"), or a third party duly authorized, to the other Party ("Recipient") (a) in written or other tangible form and marked "Confidential" or with words of similar import, (b) orally or visually and identified as confidential or proprietary information at the time of disclosure, or (c) under circumstances by which Recipient should reasonably understand such information is to be treated as confidential, whether or not marked or identified "Confidential" or otherwise, or information otherwise reasonably expected to be treated in a confidential manner by the nature of the information itself.

2. Obligations of Receiving Party

The Recipient shall, for a period of ten (10) years from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the Disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement and is bound by a written agreement containing obligations of confidentiality consistent with the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the Disclosing Party of any disclosure of such

Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

3. Affiliates

Notwithstanding the foregoing, to accomplish the Purpose, each Party may involve one or more of its Affiliates in the disclosure or receipt of Confidential Information under this Agreement. Each Party is responsible for its Affiliates' compliance with all of the terms of this Agreement. Confidential Information received from or disclosed to an Affiliate of a Party must be treated the same as Confidential Information received from or disclosed to a Party. "Affiliate" as used in this Agreement means, with respect to a particular Party, any other corporation, partnership, trust or other legal entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party.

4. Property of Information

All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party. The Recipient shall honour any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information, except for digital copies that cannot be readily deleted and which are automatic back-up or archival server copies which shall remain subject to the confidentiality obligations of this Agreement for so long as such information is retained.

The Parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

5. NO WARRANTY

ALL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS". The Disclosing Party cannot be made liable for any damages arising out of use of the content of disclosed Confidential Information and use of such Information is at Recipients own risk.

6. Exclusions from Confidential Information

Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the Disclosing Party; or
- b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
- c) Is independently developed by the Recipient without reference to any Confidential Information received hereunder; or
- d) Is approved for release (and only to the extent so approved) by the Disclosing Party; or
- e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law, regulations, or applicable stock exchange rules and policies, provided that – if it is legally able to do so – Recipient gives Disclosing Party an opportunity to comment on the intended disclosure.

7. Relationships

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

8. Significance; No Rights Granted

This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement. Neither this

Agreement nor the disclosure of any Confidential Information grants the Recipient any license under any patents, copy right, or trade secrets.

9. Time Periods

This Agreement shall remain in effect for a period of three (3) years from the Effective Date unless otherwise terminated by either Party giving notice in writing to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

10. Governing Law

This Agreement is governed by and construed in accordance with the laws of Switzerland, without reference to principle of conflicts or choice of law provisions.

11. Severability, Integration and Waiver

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Any changes or additions to this agreement need written approval of both Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives:

SENSIRION AG

Date (DD/MM/YYYY): _____

Date (DD/MM/YYYY): _____

(Company Seal/Stamp/Chop)

(Company Seal/Stamp/Chop)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title/Role: _____

Title/Role: _____