

# Non-Disclosure Agreement FaunaScan MR2

The purpose of this agreement is to set forth the terms and conditions under which the receiving party (customer buying, renting or a party getting otherwise into contact with a FaunaScan MR2 system) will protect and not disclose any proprietary device information.

## Protected Information

Protected information concerning FaunaScan MR2 includes but is not limited to:

- a) Manuals, procedures, guidelines, and training materials of the device and software
- b) Photographs of the interior of the device, schematics and diagrams of the device
- c) Any non-public information that is designated as confidential or that reasonably should be understood to be confidential, given the nature of the information and the circumstances of disclosure.

## Exceptions

Information, for which one of the following can be proven, is excluded from this agreement.

- a) It is already publicly known or becomes public without violation of this contract or fault on the part of the receiving party; or
- b) It was lawfully received from third parties without restrictions on use or disclosure; or
- c) It was already known to the receiving party without these restrictions before it was released by the disclosing party; or
- d) It was already discovered by the receiving party in another way; or
- e) It has been authorized for release or use by written confirmation from the disclosing party.

## Obligations

The receiving party of protected information agrees to:

- a) To treat the protected information confidentially and not to disclose it to third parties;
- b) To instruct affiliated companies, including their employees, insofar as they come into possession of the protected information, in accordance with this agreement. The receiving party is also fully liable for these.
- c) Not to make any copies or written records of the protected information unless strictly necessary in the usage of the device.
- d) To acknowledge that all rights to the information and documents made available to it remain with Swiss Birdradar Solution AG, in particular the right to register intellectual property rights.
- e) Not to open or disassemble the radar modules (Center Unit and Radar Antenna Unit).

## Further Provisions

Should the receiving party merge with another company or be reorganized in any other way, it is agreed that its legal successor is bound by the terms of this contract just as the original contracting party was. The receiving party may not transfer rights and obligations from this agreement to third parties without the written consent of Swiss Birdradar Solution AG. At the time of conclusion of the contract, no oral side agreements exist. If provisions of this agreement are or become invalid, both parties will endeavor to find and agree on a regulation that corresponds to the parties' apparent interests. The same applies if this agreement contains gaps.

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In the event that the receiving party intends to sell, transfer, or otherwise convey the device subject to this agreement to a third party, the receiving party agrees to the following conditions:

- a) The receiving party must provide written notice to Swiss Birdradar Solution AG at least 30 days prior to the intended sale or transfer.
- b) Before the transfer, the receiving party must ensure that the intended purchaser or transferee executes a legally binding agreement that:
  - a. Acknowledges the proprietary nature of the information associated with the device.
  - b. Imposes confidentiality obligations at least as restrictive as those in this agreement.
  - c. Prohibits further unauthorized disclosure or use of proprietary information.

## **Contractual Penalty**

If the receiving party violates the obligations under the above provisions, it must pay the disclosing contractual partner a contractual penalty for each breach of duty, waiving the defense of continuity. The contractual penalty amounts to CHF 50,000 per breach and does not release the receiving party from its confidentiality obligations. This contractual penalty is independent of any possible claim for damages.

## **Period of Validity**

This agreement shall remain in force for 10 years after signature.

## **Choice of Law and Place of Jurisdiction**

Swiss law is agreed to apply exclusively; all disputes arising from this contract shall be subject to the jurisdiction of Zurich.

Winterthur 09.05.2025,

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Swiss Birdradar Solution AG

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Dominik Kleger

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CEO

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