

Non-Disclosure Agreement

between

Vitra International AG
 Klünenfeldstrasse 22
 CH-4127 Birsfelden
 (hereinafter referred to as “**Vitra**”)

and

[XYZ AG/GmbH]
[address]
 (hereinafter referred to as “**Receiving Party**”)
 (Vitra and Receiving Party each a “**Party**” and collectively “**the Parties**”)

1. Subject Matter of the Agreement

In connection with the procurement of goods and/or services by Vitra from the Receiving Party (the “**Purpose**”), the Receiving Party will be granted access to certain confidential information of Vitra and its related companies including **artek oy, Helsinki**. The Receiving Party undertakes to keep such information strictly confidential in accordance with the provisions of this non-disclosure agreement (the “**Agreement**”).

2. Confidential Information

“**Confidential Information**” shall mean – irrespective whether or not designated or marked “confidential” – any and all financial, economic, legal, tax, technical and non-technical information (in particular relating to existing, future and/or planned products and services) of Vitra or any of Vitra’s group companies (i.e. any entity controlling, controlled by or under common control with Vitra), including but not limited to expertise, copyrights, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, equipment, algorithms, software programs, software source code, formulae or methods, information on research, experimental work, developments, design details and specifications, engineering, financial data, requirements in procurement, purchasing, manufacturing, customer lists, business forecasts,

sales, merchandising and marketing plans and other information which are disclosed in any form (e.g. in writing, in oral form or by electronic means, etc.) by Vitra or by third parties on instruction of Vitra to the Receiving Party or which may otherwise (e.g. in the course of site visits) become known to the Receiving Party.

3. Applicability

The Receiving Party’s obligations under this Agreement shall not extend to Confidential Information which:

- was known to the Receiving Party or publicly available at the time of disclosure by Vitra through no breach of confidentiality obligations by the Receiving Party; or
- becomes publicly known after disclosure by Vitra through no breach of confidentiality obligations by or any other involvement of the Receiving Party; or
- has been revealed to the Receiving Party by a third party without such third party violating any non-disclosure agreement in favor of Vitra; or
- has been developed by the Receiving Party independently and without using any Confidential Information; or
- the Receiving Party is required to disclose by order of any competent court or any competent regulatory or other official body in which case, to the extent possible, the Receiving Party shall give Vitra reasonable advance notice of such disclosure requirements. The Receiving Party shall only be entitled to disclose that portion of the Confidential Information which it is legally required to disclose.

The burden of proof that any of the foregoing exceptions applies shall lie with the Receiving Party.

4. Obligation

The Receiving Party shall keep the Confidential Information strictly confidential and shall not disclose the Confidential Information to any third party, including its agents and subcontractors, without the prior written consent of Vitra. Group companies of the Receiving Party as defined in sec. 2 shall not be deemed to be third parties

under this Agreement, provided that such group companies are subject to confidentiality obligations that are at least equivalent to the confidentiality obligations stipulated in this Agreement.

In particular, the Receiving Party agrees:

- to use Confidential Information solely for the Purpose and in no way or manner to the detriment of Vitra;
- to take all necessary actions to ensure that its employees comply with the terms of this Agreement and that Confidential Information is only disclosed to employees to the extent necessary for the Purpose (need-to-know basis);
- to keep Confidential Information safe and separate from other documents and only make copies of Confidential Information to the extent necessary for the Purpose or otherwise required by law; and
- to immediately notify Vitra if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any third party or is used for any purpose other than the Purpose.

5. Intellectual Property Rights, No License

Vitra shall retain all rights to the Confidential Information, including any copies, summaries and transcripts thereof. Under this Agreement, the Receiving Party does not acquire any intellectual property rights or license in or to any Confidential Information disclosed by Vitra. Vitra does not warrant that any Confidential Information disclosed to the Receiving Party is correct, usable or complete and/or free of any third party rights.

6. Term of the Agreement

This Agreement shall become effective upon signature by both Parties, but shall also apply to Confidential Information disclosed to the Receiving Party in connection with the Purpose prior to the effective date, and shall remain in effect for a term of five (5) years, irrespective of the expiration or termination of any other agreements between the Parties. The obligations arising from this Agreement shall survive termination or expiry of this Agreement and remain in full force and effect for an additional five (5) years from the date

of expiry or termination of this Agreement. No Party shall be entitled to terminate this Agreement other than for cause (*wichtiger Grund*).

7. Return of Confidential Information

Within thirty (30) days upon receipt of a respective written request from Vitra, the Receiving Party shall at its own cost:

- return to Vitra or destroy all documents and recordings as well as other notes or materials containing Confidential Information disclosed or made available by Vitra or any third party on Vitra's behalf, without retaining any physical or electronic copies thereof;
- if required by Vitra, provide Vitra with a confirmation signed by an authorised representative that the provisions of this clause have been complied with.

The return or destruction of Confidential Information does not relieve the Receiving Party of its obligation to keep such Confidential Information confidential.

[Option: 8. Liquidated Damages

The Receiving Party shall pay to Vitra liquidated damages in the amount of CHF 10,000.00 (ten thousand Swiss francs) for each act or omission constituting a breach of any of the provisions of this Agreement. Payment of such liquidated damages, however, does not release the Receiving Party of its obligations under this Agreement and does not preclude Vitra from claiming damages in excess of the liquidated damages or from seeking injunctive relief.

8. Data Protection

Vitra collects, processes or uses personal data only in compliance with applicable data protection regulations. For details, please refer to Vitra's privacy policy which is available via <https://www.vitra.com/cpt> and can also be requested from Vitra anytime.

9. Miscellaneous

- Any amendments and additions to this Agreement shall only be effective if made in writing; the same applies to the waiver of this requirement of written form. The Parties agree that the exchange of electronic scans of this Agreement signed in handwriting (PDF format) or the use of electronic signatures provided via an electronic signature service (e.g. DocuSign, AdobeSign etc.) shall satisfy the written form requirement pursuant to this provision.
- If any provision contained in this Agreement is or becomes invalid, the validity of the remaining provisions of this Agreement shall not be affected. The invalid provision shall be replaced by a provision which best meets the economic purpose of the invalid provision; the same shall apply in the case of a matter in relation to which this Agreement is silent.

- This Agreement and the business relationship between the Parties are subject to the laws of Switzerland; the United Nations Convention on Contracts for the International Sale of Goods does not apply.
- Any disputes arising out of or in connection with this Agreement, irrespective of their legal basis, shall be subject to the exclusive jurisdiction of the competent courts at Vitra's registered office (seat); Vitra shall also be entitled to assert its claims against the Receiving Party with the competent courts at the Receiving Party's registered office (seat).

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Birsfelden,

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[XYZ AG/GmbH]

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Vitra International AG

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[XYZ AG/GmbH]

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Vitra International AG