

MUTUAL CONFIDENTIALITY AGREEMENT

Elixir AG, Zürcherstrasse 15, 8903 Birmensdorf

Levator GmbH, Schönaustrasse 18, 3600 Thun

(each a "**Party**", collectively the "**Parties**")

PREAMBLE

The Parties wish to explore the following project (the "**Project**"): Marketing of the services and products of Elixir AG by Levator GmbH.

The Parties wish to exchange non-public information and/or proprietary information for the purposes of evaluation and determination of their possible interests in the Project.

The Parties wish to establish terms and conditions which shall govern the exchange of such information.

Now, therefore, in consideration for the disclosures made under this mutual confidentiality agreement (this "**Agreement**") and the mutual undertakings contained herein, the Parties agree as follows:

1 DEFINITIONS

Xx xxxx Xxxxxxxxx xxx xxxxxxxx xxxxx xx xxxxxxxxxxx xxxxx xxxx xxx xxxxxxxx xxxxxxx:

Affiliate xxxxx, xx xxxxxxxx xx xxxxxx Xxxxx, xxx xxxxxx xxxxxxxxxxxxxx, xxxxxxxxxxx xxx xx xxxxx xxxxxxx xxxxxxx xxxxx xx;

"Confidential Information" xxxxx xxx-xxxxx xxxxxxxxxxx xxxxxxxx xxx Xxxxxxxxx Xxxxx xxx/xx xxx xx xxx Xxxxxxxxx xxxxx xxx xxx xx xxx xx xxxxxxxx xx xxx Xxxxxxxxx Xxxxx xxx/xx xxx xx xxx Xxxxxxxxxxxxxxxxx, xxxxxxx xxxxxx xx xx xxxxxxx xx xx xxx xxxxx xxxxx, xxxxxxx xxxxxxx xxxxxxxxxxx xxx xxxxxxxxxxx xxxxxxx xx xxx Xxxxxxx xxx xxx xxxxxxxxxxx xxxxxxx xxxxxxx, xxxxx xxxxxxx, xxx-xxx, xxxxxxx, xxxxxxxxxxx, xxxxx, xxxxxx, xxxxxxx xxxxxxx xx xxxxx xx xxxxxxx xxxxxxx xxxxx, xxxxxxxxxxx, xxxxxxxxxxx xxx xxxxxxx xxxxxxxxxxx, xxxxxxx xxx xxxxxxxxxxx xxxxx xxx xxxxxxxxxxx, xxxxxxxxxxx xxx xxxxxxxxxxx xxxxx

xxxxx xxxxxxxx, xxxxxxxx xxx/xx xxxxxxxxxx (xxxxxxxx xxxxxx xxxxx),
xxxxxxxx, xxxxx, xxxxxxxx xxxxxxxx xx x xxxxxxxx xxxx xx xxxxxxxxxx, xx
xxxxx xxxxxxxxxxxxxx xxxxxx xxx XXXXXXXXXXXX XXXXX xx xxx XXXXXXXXXXXX
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xx xxxxxxxxxxxxxxxx xxxxx xxxxxxxxxxxxx xx xxx XXXXXXXXXXXX XXXXX xx xxxxx
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xxxxxxxx, xxxxx xxx xxx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX xxxxx xxx xxxxxxx
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xxx xxxxxxxxxxx xx xxx XXXXXXXXXXXX XXXXX, (xx) xxxxxx xxxxx xxx xxxxxxx
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XXXXXXXXXXXXXXXXXXXX, (xxx) xxx xxxxxxxx xxxxx xxxxxxxxxxxxxx xx xxx XXXXXXXXXXXX
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xxx xxxxx xxxxxx xxxxxxxxxxxxxx xx xxxxxxxxxxxxxx xx xxxxxxxx xxxxxxxxxxx, xx (xx)
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xxxxxxxxxxx xxx xxxxxxxxxxxxxx xx xxx xxxxxxxxxxxxxx, xxxxxxxxxxxxxx xx xxxxxxx
xxxxx xxxxxxxxxxxxxx xx xx x xxxxxxxxxxxxxxxx xx xxxxxx xxxxxxx;

"Disclosing Party"

xxxxxx xx xxxxxxxx xx xxx xxxxx xx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, XXXXXXX
XX xx XXXXXXXX XXXX (xx xxx xxxxx xxx xx), xxx XXXXX xxxxxx xxxxxxxxxxxxxx
xxx xxxxxxxx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX;

"Receiving Party"

xxxxxx xx xxxxxxxx xx xxx xxxxx xx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, XXXXXXX
XX xx XXXXXXXX XXXX (xx xxx xxxxx xxx xx), xxx XXXXX xxxxxx xxxxxxxxxxxxxx
xxx xxxxxxxx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX;

Representatives

xxxxxx, xx xxxxxxxx xx xxxxxxx XXXXX, xxx xxxxxxxxxxxxxx, xxxxxxxxxxxxxx,
xxxxxxxxxxxxxxxx xxx/xx xxxxxxxxx.

2 CONFIDENTIALITY UNDERTAKINGS

Xxx XXXXXXXXXXXX XXXXX xxxxxx:

- (i) xx xxxxx xxx xxxxx xxx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX xx xxxxxxxxxxxxxx xxx
xxxxxxxx xxx xxxxx xxxxxxxxxxxxxxxx xx xxxxxxxxxxxxxxxx;
- (ii) xxx xx xxxxxxxx, xxxxxxxxxxx xx xxxxxxxxxxxxxx xxx XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX xx xxx xxxxxx xxxxxx;

- (iii) xx xxx, xxx xxxxxxxx xxxx xxx XXXXXXXXXXXXXXXXXXXX xxxx xxx, xxx
XXXXXXXXXXXXXXXX XXXXXXXXXXXX xxxxxx xxx xxx xxxxxxxx xx xxxxxxxxxxxxxxxx
xxx xxxxxxxxxxxx xx xxx xxxxxxxxxxx xxxxxxxx xx xxx XXXXXXXX;
- (iv) xx xxxxx xxx xxxxxxxxxxxx xx xxx XXXXXXXXXXXXXXX XXXXXXXXXXXX xx xxxxx xx
xxx XXXXXXXXXXXXXXXXXXXX xxx xxxx xx xxx xxxx xxxxxxxxxxxxxxx xxx xxx
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xxx XXXXXXXX;
- (v) xxxx xx xxxx xx xxxx xxxxxxxxxxxxxxx xxx xxxxxx xxx xxx xxxxxx xx xxxx
XXXXXXXXXXXXXXXXXXXX XXXXXXXX xx xx xxx/xx xxx xx xxx XXXXXXXXXXXXXXXXXXXX;
- (vi) xxxx xx xxxx, xxx xxxx xxxxxxxx xxxx xxx XXXXXXXXXXXXXXXXXXXX xxxx, xxxxxxx
xxxx xxxxxxxxxxxx xxx xxxxxxxxxxxx xxx xxx xxxxxxxx xx xxx xxxx xx
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xxxx xxxxxxxxxxxxxxx xxxxxx xx xxxxxxxxxxx.

3 LIQUIDATED DAMAGES

Xx xxx xxxxx xx xxx xxxxxx xx xxx xxxxxxxxxxxxxxx xxx xxxxx xx XXXXXXX 2, xxx XXXXXXXXXXX
XXXXX xxxxx xxx xxx XXXXXXXXXXX XXXXX x xxx xx XXX 10,000. XXXXXXX xx xxxx xxx xxxx xxx
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xxx xxxxxxx. Xxx XXXXXXXX XXXXX xxxxxxx xxxxxxxxxxxxxxx xxx xxxxxxx xxxx xxx
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xxxxxxxxxxxxxxxx xxxx xx xxx XXXXXXXXXXX XXXXX, xxx XXXXXXXXXXX xx xxx xxxxxxxx xxxxxxxx, xxx
xxxxx xxxxxxxx xxxxxxxx xxx xxx xx x xxxxxxxxxxx xxxxxxx xxx xxxx xxx XXXXXXXXXXX XXXXX
xxxxx xx xxxxxxxx, xxxxxxx xxxxxxx xxx xxxxx xxxxxx xx xxxxxxx xxxxxxxx xxxxxxxxxxx xx
xxxxx xxxxxxxxxxx xxx, xx xxxx xxxxxxxxxxx xxx xxxxxxx xxxxxxx xx xxx xx xxxxxx xxxxxxx xx x
xxxxx xx xxxxxxxxxxx xxxxxxxxxxxxxxx.

4 LEGALLY COMPELLING DISCLOSURE

- (a) Xxx xxxxxxxxxxx, xxxxxxxxxxx xxx xxxxxxxxxxx xxx xxxxx xx XXXXXXX 2
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XXXXXXXXXX XXXXX xx xxx XXXXXXXXXXXXXXXXXXXX xxxxxxx xxxxxxx xxxxxxx xx
xxxxxxxx, xxxxxxx xxxx xxx XXXXXXXX XXXXX xxxxx xxx xxxxxxxx xxx
XXXXXXXXXXXX XXXXX xxxxxxxxxxxxxxx xx xxxxxxx xx xxxx xxxxxxxxxxx xxx xxxxx xx
xxxxx xxx XXXXXXXXXXX XXXXX xx xxxx xxxxxxxxxxx xxxxxxx. Xxx XXXXXXXX
XXXXX xxxxx xxxxxxxx xxxxxxxxxxx xxxxxxx xx xxxxxx xxx XXXXXXXXXXX XXXXX xx
xxxxxxxxxxx xxx xxxxxxx.
- (b) Xx xxx xxxxx, xxx XXXXXXXX XXXXX xxx/xx xxx XXXXXXXXXXXXXXXXXXX xxxxx xxxxx
xxx xxxxxxx xxxxxxxxxxx xxxxxxxxxxx xx xxx xxxx xx xxx XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX xxxx xx xxxxxxxxxxxxxxx xxxxxxx xx xx xxxxxxxx, xxxxxxx xxx
xxxxxxxx xxxxxxxxxxx xx xxx xxxxxxxxxxxxxxx xxxxxxx xx xxx XXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX xxx xxxxxxx.

(c) Xxxx Xxxxxxxxx xxxxx xx xxxxxxxx xx xx xxx xxxx xx xxxxxxxx xx xxx xxxx-
xx-xxxx xx xxx Xxxxxxx xxxxxx.

9 JURISDICTION AND GOVERNING LAW

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xxx. Xxx xxxxxxxx xxxxxxxx xxx xx xx xx xxxxxxxxxx xxxxx xxxxx xxxxxxxxxx xxxxx xx xxxxxxxx
xx xxx xxxxxxxxxx xxxxxxxxxxxxxx xx xxx xxxxxxx xx xxx xxxx xx Xxxxx, Xxxxxxxxxxxx.

Berne, 01 May 2023

Elixir AG

Steven Smith, CEO

Jolene Hofmann, CFO

Levator GmbH

Alexandra Molloy, CFO

Jake Squires, CEO