Memorandum of Understanding

between

Landis+Gyr AG
Alte Steinhauserstrasse 18
6330 Cham
Switzerland
(“Landis+Gyr”)

and

University of Patras
26504, Rio, Greece
(“Upatras”)

each a “Party” and collectively the “Parties”
WHEREAS, Landis+Gyr and its affiliates are a multinational group of companies which engages in the design, manufacture and distribution of electricity, heat, gas and water meters for the residential, commercial, industrial and transmission grid markets as well as devices, software and systems and services used for the energy measurement, management and payment purposes and operates world-wide.

WHEREAS, Upatras University of Patras (upatras.gr) is one of the leading Universities in Greece (consisting of seven Schools: Natural Sciences, Engineering, Health Sciences, Humanities and Social Sciences, Economics and Business, Agricultural Sciences, Health Rehabilitation Sciences).

WHEREAS, the Parties wish to establish a formal understanding of mutually beneficial multilevel holistic partnership directly linked to Landis+Gyr’s industry field, at:

1) Undergraduate level;
2) Postgraduate level;
3) Doctoral and post-doctoral level;
4) Applied Scientific Research & Development Programs / Projects
5) Continuing Education and Lifelong Learning (e-learning)

The Parties agree as follows:

1  Purpose and Effective Date of the MOU
1.1 This Memorandum of Understanding (the “MOU”) is dated and effective as of 01/01/2024 (the “Effective Date”) for the next five (5) academic years and sets forth certain nonbinding understandings and binding agreements between Landis+Gyr and Upatras relating to the envisaged cooperation in the field of academic education; research and development (the "Purpose").

2  MOU Subject to Definitive Agreement
2.1 This MOU is meant to describe the nature of the cooperation between the Parties and not intended to be a legally binding document. Unless expressly marked as binding, nothing therefore shall diminish the full autonomy of either Party, nor will any constraints be imposed by either upon the other in carrying out this MOU.

The provisions of clause 4 shall be binding on the Parties in accordance with its terms.

2.2 The terms of cooperation for any activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of that activity. (each a "Definitive Agreement"). Binding obligations with respect to the Purpose shall only arise upon the execution of the Definitive Agreement by both Parties. The Definitive Agreement would contain such covenants, conditions, indemnities, representations, and warranties as are customary for this type of transaction and as the Parties would mutually agree.

3  Envisaged work packages
3.1 This clause 3 sets forth the work packages which the Parties intend to collaborate and enter into DefinitiveAgreement(s) on. These terms are based upon information currently
available and provide a basis and mutual understanding for negotiating the Definitive Agreement(s).

3.2 Landis+Gyr intends to award a prize for the best undergraduate student (on an annual basis / upon graduation) for selected Departments. The Departments primarily linked to Landis+Gyr activities are: Department of Electrical & Computer Engineering; Department of Computer Engineering & Informatics; Department of Chemical Engineering; Department of Mechanical Engineering & Aeronautics; Department of Physics, Department of Mathematics, Department of Material Science.

3.3 Landis+Gyr wish to welcome during the whole period of the Academic year, students from these Departments in order to perform their practical exercises from the above-mentioned Departments as well, from other Departments of UofP, as: Business Administration; Economics, Chemistry, etc.

UofP will promote Landis+Gyr among its students and academic audience and support this process.

3.4 Landis+Gyr wish to welcome and provide to UofP undergraduate / postgraduate / doctoral students, scientific and applied topics linked to Landis+Gyr field (sector activities/products), to fulfil their dissertations and/or part of their scientific research’s obligations/targets.

UofP will promote Landis+Gyr among its students and academic audience and support this process.

3.5 Both parties wish to jointly develop scientific research and development projects (minimum from: doctoral and post-doctoral level) and participation at EU co-funded projects, linked to Landis+Gyr sector activities/products.

3.6 Both parties wish to jointly develop new projects via the Continuing Education and Lifelong Learning (e-learning) Center (KEDIVIM – UofP) linked to Landis+Gyr sector activities/products, for the alumni members of UofP (currently more than 13,000 graduates are actively registered at the alumni network).

4 Binding Agreements.

4.1 This clause 4 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the significant expenses that the Parties will incur in pursuing the Proposed Transaction and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

4.2 Good Faith Negotiations. The Parties shall negotiate in good faith and use their commercially reasonable efforts to bring about the execution and delivery of the Definitive Agreement(s) at the earliest practicable time.

4.3 Due Diligence. Conclusion of any Definitive Agreement is subject to completion of a due diligence investigation by Landis+Gyr. UofP agrees to provide representatives of Landis+Gyr with access to such information and such individuals as Landis+Gyr may reasonably request in order to carry out its due diligence investigation.

4.4 Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Definitive Agreement(s), including without limitation (i) the performance of its obligations under this MOU, (ii) conducting its due diligence investigation, and (iii) drafting and negotiating the Definitive Agreement(s).
4.5 **Logo.** Any use of the names ‘University of Patras’ or ‘Landis+Gyr’, including any of its constituent schools, departments, programmes or logos, relating in any way to the activities described in this MoU, shall be subject to prior written approval.

4.6 **Intellectual Property:** 1) All intellectual property rights embodied in documents or related to information exchanged between the two Parties belong to their original owner (Party) and extend to all kinds of intellectual property in which the above information may be incorporated, upon legislation (national) or (European) framework and/or modifications of the Parties. 2) The management of intellectual property rights developed by partnerships within the framework of this memorandum of cooperation, determined between the Parties through mutual consultation and separate written agreements.

4.7 **Personal Data:** The Parties recognize the importance of protecting personnel data character of natural persons, and their lawful and correct processing. In that meaning, the parties comply with the basic principles of personal data processing, respect the rights of natural persons, and agree, ratify, and implement the Personal Data Protection Act, [Regulation 679/2016 (EU)] for the protection of natural persons against the processing of personal data. The obligation to comply with the Regulation will remain in force even after the expiry of this Memorandum.

4.8 **Confidentiality.**

a) During the term of this MOU, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

b) Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause 4.8 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, including the rules of any listing authority or stock exchange on which its shares, or those of any corporate group members, are listed or traded.

c) The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person or entity, except to
the Receiving Party’s representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MOU. The Receiving Party shall be responsible for any breach of this clause 4.8 caused by any of its representatives.]

5 Miscellaneous

5.1 Term and Termination. The rights and obligations of the Parties contained in this MOU shall expire upon the execution of the Definitive Agreement. Either Party may terminate this MOU after [NUMBER] [months/days] from the date of this MOU without any obligation or liability to the other Party, provided however that clauses 4.8, 5.2 and 5.3 shall survive such termination.

5.2 Governing Law. This MOU shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the state of Switzerland.

5.3 No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights, or remedies under or by reason of this MOU.

5.4 No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.

5.5 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. Each Party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that this method of signature is as conclusive of our intention to be bound by this MOU as if signed by handwritten signature.

Landis+Gyr AG

Thomas Beez,
Vice President Quality

University of Patras

Christos
Bouras
digitally signed by Christos Bouras
Date: 2024-01-16 08:49:40 +0200

Professor, Chirstos J. BOURAS
RECTOR