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**SEISENBACHER**

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## Non-disclosure agreement

Date of issue 15.01.2021

between

**Seisenbacher GmbH**

Schwarzenberg 82

3341 Ybbsitz

(Referred to hereafter as "A")

represented by

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*Name, Role*

and

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*Company*

-----  
*Address*

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*ZIP / City*  
(Referred to hereafter as "B")

represented by

-----  
*Name, Role*



## Introduction

In the context of cooperation between the Seisenbacher GmbH and .....  
the following agreements are made and mutually confirmed:

### 1. Confidentiality

All information, documents, notices, information and data ("Confidential Information") that B receives from A, and his agents or other persons (such as accountants, lawyers, business or financial advisors), whether in writing, be given orally or by means of electronic data transfer or otherwise disposed of will be treated as strictly confidential by B and kept secret. Confidential information also covers any analysis, data, studies and results of work or research as well as all documents, contracts, and other information that B has disclosed or have been established during the time of cooperation between A and B.

### 2. Use of confidential information

B undertakes to treat all confidential information in a comprehensive and confidential manner and to use them only for the processing of the order or to complete the work that has been agreed between A and B. Confidential information may be used directly or indirectly for any such purpose under the cooperation agreement.

### 3. Confidentiality of negotiations

A and B ("the Parties") agree to treat any information about the negotiations strictly confidential and treat negotiation content as well as underlying facts, direct or indirect content, subject and purpose of cooperation in relation to any outside parties as a strict secret. Notices to any third party, without the prior written consent of A are not permitted.

### 4. Advisors and enlisted parties

B undertakes to guarantee that the obligation of confidentiality extends to enlisted personnel, corporate bodies and advisors (such as accountants, lawyers, business or financial advisors), or other persons who have access to information that B has access to.

### 5. Return / deletion of confidential information

B guarantees that after termination of cooperation it will return all confidential information to A or destroy and delete all files including electronic files if A stipulates destruction of all confidentiality of information. B has to protect access to data's towards 3<sup>rd</sup> parties if he saves it in a Document Management System. B will confirm in writing to A that it complied with the deletion or return of confidential information within a week of the termination of the cooperation or the request of A to do so.



**6. Publicly known information**

The confidentiality obligation for both parties does not extend to shared information which is already in the public domain or is being published during the cooperation.

**7. Penalty**

In the event of breach of any provision of the confidentiality agreement, B will be charged a penalty in the amount of € 10,000 (in words ten thousand euros) per case of violation which it is obliged to pay A in lines with the A's General Terms and Conditions. The right of A to recover any compensation for damage caused by such breach or any further damage indirectly caused by such breach remains unaffected.

**8. Governing Law and Jurisdiction**

This confidentiality agreement is governed exclusively by Austrian law. The court of appeal is Waidhofen/Ybbsitz.

**9. Final Provisions**

Changes and additions to this Confidentiality Agreement must be made and agreed in writing by both parties.

If any provision of this confidentiality agreement may be totally or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provision will be replaced by a valid or enforceable provision that shall reflect the relevant commercial content of the invalid or unenforceable provision as closely as possible; the same applies to any potential gaps in this contract.

For the contractual partner:

For Seisenbacher:

.....

.....

*Place, Date*

*Place, Date*

.....

.....

*Name*

*Name*

*Signature, Company stamp*

*Signature, Company stamp*