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SEISENBACHER

Non-disclosure agreement

Date of issue 31.03.2023

between

Seisenbacher GmbH

Schwarzenberg 82

3341 Ybbsitz

(Referred to hereafter as "Seisenbacher", or the "Party")

represented by

.....
Name, Role

and

.....
Company

.....
Address

.....
ZIP / City
(Referred to hereafter as "xxxx", or the "Party")

represented by

.....
Name, Role

Referred to hereafter as
„The Parties“



Introduction

In the context of cooperation between Seisenbacher and "xxxx" the following agreements are made and mutually confirmed:

1. Confidentiality

All information, documents, notices, information and data ("Confidential Information") that between the parties 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 the parties 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 have been disclosed or established during the time of cooperation.

2. Use of confidential information

The Parties undertake 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 the parties. Confidential information may be used directly or indirectly for any such purpose under the cooperation agreement.

3. Confidentiality of negotiations

The Parties undertake 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 third parties as a strict secret. If it becomes necessary to pass on information to third parties as part of the activities (e.g. for inquiries about purchased parts), a corresponding written obligation must be imposed on these third parties before the information is passed on.

4. Advisors and enlisted parties

The Parties undertake 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.

5. Return / deletion of confidential information

The Parties undertake to return after termination of cooperation all confidential information or destroy and delete all files including electronic files if destruction of all confidentiality of information will be stipulated. The parties protect access to data towards third parties which are saved in a Document Management System. The Parties will confirm in writing the deletion or return of confidential information within a week of the request of to do so. Of course, the confidentiality obligation applies beyond the actual cooperation.



6. Publicly known information

The confidentiality obligation for the 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, the Parties will be charged a penalty in the amount of € 10,000 (in words ten thousand euros) per case of violation. The right of the Parties 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 the 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 xxxx:

For Seisenbacher:

.....

.....

Place, Date

Place, Date

.....

.....

Name

Name

Signature, Company stamp

Signature, Company stamp