

NON-DISCLOSURE AGREEMENT

concluded between

M&R Automation GmbH

Teslastraße 8

A-8074 Grambach near Graz

- hereinafter referred to as "M&R" -

and

xxxx GmbH

Street xx, POSTAL CODE, CITY

- hereinafter referred to as "Partner" -

Preamble

M&R will communicate, disclose or make accessible confidential information to the partner in the scope of a draft, an offer phase and/or project handling (hereinafter briefly referred to as "Project"), among others.

Against this background, the contracting parties enter into this non-disclosure agreement and agree as follows:

I. Confidential Information

"Confidential information" in the sense of this agreement is all the information of a financial, commercial, technical or other confidential nature, in particular all specifications, descriptions, drafts, drawings, constructions, cross-sections, samples, data, files, inventions, formulas, procedures, plans, programs, models and other knowledge, experience and know-how that are not part of the state of the art that are disclosed or made accessible to the Partner by M&R in the scope of the project, and that independently of whether they were expressly or implicitly designated as secret or confidential in each case.

In particular, data in connection with accounting, such as balance sheets, interim balance sheets, reports, analyses, supporting documents and the like are confidential information as defined by the agreement.

II. Non-Disclosure Agreement

The Partner shall protect the confidential information disclosed to him in connection with the project or to which he is given access in connection with the project from being disclosed to third parties, being used by third parties or being published at least with the same diligence he applies in order to protect his own confidential information of identical importance.

The Partner shall use confidential information from M&R for no other purposes than the project unless M&R has approved of such a different use in writing beforehand.

If further third parties are involved in the project, the Partner shall not disclose or make available confidential information to the third party before M&R has approved of that and the third party has also committed himself to strict confidentiality.

Confidential information may only be passed on to general managers, employees, representatives or consultants of the Partner for whom the disclosure of or access to such confidential information is demonstrably necessary in the scope of the project. Insofar as these parties are not already bound to secrecy because of a work contract and/or based on a statutory

non-disclosure obligation, these parties have to be bound to secrecy beforehand by making them sign a declaration according to [Annex 1](#), and that also beyond the termination of their employment; this shall apply independently of the type or the legal arrangement of the employment.

Unless otherwise provided for in this agreement, the above-mentioned obligations of this Section II shall apply in each case for a period of 3 (three) years after the point in time at which the respective confidential information was disclosed by M&R or made accessible to the Partner.

III. Exceptions from the Non-Disclosure Agreement

Excepted from the non-disclosure obligation above shall be know-how and information

- a) which was apparent to or generally known by the Partner or was state of the art already;
- b) which was already known by the Partner at the time of disclosure;
- c) which subsequently becomes apparent or generally known or state of the art through no fault of the Partner;
- d) which is disclosed or made accessible to the Partner by a third party who has the right to do so;
- e) regarding which M&R previously agreed to a passing on, disclosure or making accessible to third parties in writing.

The burden of proof for the presence of an exception in the above-mentioned sense lies with the Partner.

If the Partner or his respective general managers, employees, representatives or consultants are requested or obliged to disclose confidential information by a court, M&R shall be notified of that so timely as to enable M&R to initiate immediate legal action in court or to use another suitable legal remedy. If this immediate legal action and/or a different legal remedy is not obtained within a reasonable period of time, the Partner that is obliged to disclose shall only disclose the part of the confidential information to the disclosure of which he is obliged by law.

IV. Subcontractors

Insofar as the Partner employs subcontractors for the fulfillment of his duties from the scope of the project, the Partner shall be obliged to bind them to secrecy as well in writing in a scope according to this non-disclosure agreement. Proof of this obligation has to be shown to M&R upon request.

V. No Granting of Rights

The communication, disclosure or making accessible of confidential information grants the Partner no rights, licenses or industrial property rights of any kind whatsoever. All rights in the confidential information shall remain with M&R.

No relations extending beyond that between the contracting parties, in particular no powers of agency of the one contracting party for the other contracting party, can be derived from this agreement. In particular, this agreement does not oblige the contracting parties to disclose confidential information to the respective other party or to enter into contractual relations with the other contracting party in the future.

VI. Consequences of a Breach of the Obligation to Confidentiality

In the event of a culpable breach, the Partner shall be liable to M&R for compensation for the damage caused and shall keep M&R indemnified from all resulting claims and costs. If it is certain that confidential information found its way to third parties from the sphere of the Partner, a culpable (at least negligent) breach of non-disclosure obligations shall be assumed - except when there is evidence to the contrary.

The Partner shall equally be liable for the conduct of his general manager, employees, representatives, consultants, subcontractors, vicarious agents and all other parties that are involved in the project by him.

VII. Term and Consequences of Termination

This agreement shall become effective upon signing and has a term of 5 (five) years. Without prejudice to the provision in Section II, last paragraph, the non-disclosure obligation for business secrets and know-how shall, however, continue to apply after termination of this agreement unless one of the exceptions described in Section III, Subsection c), d) or e) has occurred, for which the burden of proof lies with the Partner.

Upon termination of this agreement, all the confidential information made available by M&R shall be returned to M&R on request of M&R, all copies that were made shall be destroyed or handed over to M&R and all stored information shall be deleted. Confidential information that has to be kept in order to comply with legal obligations, in particular archiving obligations, shall be excepted from that.

VIII. No Liability for the Correctness of the Confidential Information

M&R accepts no liability for the use or the trust in the correctness or completeness of the confidential information disclosed to the Partner.

IX. Final Provisions

In the event that individual or several provisions within this Contract are or become ineffective, the effectiveness of the remaining provisions shall remain unaffected thereof. The contracting parties are obliged to replace an invalid provision by one that is in line with the purpose of the invalid provision in an allowable manner or comes as close to it as possible.

Any amendments or alterations to this agreement may only be made in writing. This shall also apply to the written form clause and a waiver of the written form clause, respectively.

This agreement is governed by Austrian law excluding its conflict of law rules.

The competent court of jurisdiction for all disputes arising from this agreement shall be Graz.

Grambach, date

XXX, date

.....
M&R Automation GmbH

.....
Partner

Annex 1

Non-Disclosure Agreement

The undersigned

Mr./Ms. [...]

herewith declares that he/she has taken note of the non-disclosure agreement between M&R Automation GmbH and xy GmbH.

By signing this non-disclosure agreement, the undersigned personally undertakes to keep confidential information secret, to prevent any unauthorized disclosure, and to use it for no other purpose than the preparation or execution of the project [...].

The undersigned shall continue to be bound by this non-disclosure obligation after termination of his/her work contract or other employment with [...].

[Place, date]

[Signature]