



Confidentiality Agreement

entered by and between

Belassi GmbH

Betriebsstraße 14, 3652 Leiben, Austria

and

Name:

Address:

.....

1.1 WHEREAS

- A. The Parties are interested in a possible cooperation for
..... ("the Project").
- B. In this context, each of the Parties will be given access to certain proprietary and confidential information.
- C. The purpose of this Agreement is to define the terms and conditions under which the Confidential Information will be made available to the Parties.

1.2 Confidentiality undertakings

1.2.1 Non-disclosure

Each Party hereby agrees and undertakes to the other Party:

- a) that it shall not use any Confidential Information for any other purposes than the one referred to in recital B above,

Author: R. Christoph
Checked: C. Hintersteiningger
Approval: C. Hintersteiningger
Date: 04.08.2020

TG002_V02_NDA_EN.Docx



- b) that it shall not disclose any Confidential Information to any third party, and to hold the Confidential Information in the strictest confidence using at least the same degree of care as it uses to safeguard its own information of a highly confidential nature;
- c) to use the Confidential Information solely for the purpose of the Project and that it shall disclose Confidential Information only to such members of its personnel, owners, partner, managers, agents and advisors who have a need to know the Confidential Information for the purposes described in sub-paragraph (a) above and shall procure that any such person is made aware of the terms of this Agreement and is bound by suitable contractual undertakings ensuring compliance by such person with the obligations set out in this Agreement.

1.2.2 Confidentiality of discussions

Each Party undertakes not to disclose to any third party the fact that it is in discussions with the other Party for the purpose referred to in recital B above, nor to make any public statements or announcements in that respect without the prior consent of the other Party.

1.2.3 Exceptions

The obligations set out in paragraph 2.1 above do not apply:

- a) To any information which is in or has become part of the public domain otherwise than through a breach of this Agreement,
- b) To any information which the receiving party can prove was lawfully known to it prior to the date hereof, and
- c) Where disclosure is required by law or regulation, provided in such case that the party intending to make such disclosure shall notify the other Party thereof prior to making it so that the other party may seek a protective order or other appropriate remedy or, if not possible, forthwith upon disclosure.

1.3 Intellectual Property Rights

- a) The Confidential Information, including technique and know-how, will remain the property of the disclosing Party or the relevant entity within its group. The same goes for the intellectual property relating thereto. The receiving Party will not at any time infringe, contest, dispute or question such rights and titles nor aid others in doing so, directly or indirectly.
- b) Nothing in this Agreement shall be construed as granting to or creating an express or implied license to the receiving party to practice the Confidential Information or as a commitment or an



obligation on part of the disclosing Party to enter into any future agreement relating to the Confidential Information.

1.4 No Representations or Warranties

- a) Although each Party has endeavored, as a Disclosing Party, to include in the Information material that such Disclosing Party believes to be relevant for the Purpose the Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its Representatives have made or herein makes any express or implied representation or warranty as to the accuracy or completeness of the Information.
- b) The Disclosing Party makes no representation or warranty as to the Information's adequacy, sufficiency, or freedom from defects of any kind, including but not limited to, freedom from patent infringement.

1.5 Miscellaneous

- a) Any documents communicated to or otherwise obtained by the receiving Party containing Confidential Information shall be promptly returned to the disclosing Party upon such Party's request.
- b) This Agreement shall be deemed to have become effective as of the date any Confidential Information has first been made available to or obtained by the receiving Party and shall remain into force for a period of three years as of the date of this Agreement.
- c) Nothing in this Agreement shall impose any obligation upon the parties to consummate a Transaction or to enter into any discussion or negotiations with respect thereto.
- d) Neither Party shall have the right to assign or transfer whole or part of the rights and/or obligations it holds under this Agreement to any third party without the prior written consent of the other Party.
- e) No variation of this Agreement shall be effective unless it is in writing signed by both Parties. No waiver of any term, provision or condition of this Agreement shall be effective unless it is in writing and signed by the waiving Party. No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.



1.6 Governing Law and Jurisdiction

- a) This Agreement shall be governed by and interpreted exclusively in accordance with the laws of Austria, without regards to conflicts of law principles that would require application of any other law.
- b) Any dispute between the parties arising in connection with this agreement shall first be resolved by discussions between the parties in dispute. Failing amicable resolution that matter shall, at the request of any party to the dispute, (without prejudice to the right of any party to seek preliminary injunctions in summary proceedings) be submitted to the exclusive jurisdiction of the Austrian courts to settle any dispute arising out of or in connection with this agreement.



Firma: **Belassi GmbH**

Name:

Ort, Datum:

Unterschrift und Firmenstempel:

Firma:

Name

Position:

Ort, Datum:

Unterschrift und Firmenstempel: