

## NON-DISCLOSURE AGREEMENT interested partner / customer

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Partner:

and

1zu1 Prototypen GmbH & CO KG  
Färbergasse 15  
6850 Dornbirn

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### PREAMBLE

The partners intend to engage in conversations about the production of prototype parts or/and the manufacturing, modification and maintenance of injection moulds and the production of injection-moulded parts.

The partners therefore agree as follows:

#### 1 Disclosure of Information

During the period of this agreement, the partners intend to disclose to each other commercial and technical information (3D data, drawings, measurement results, experience, samples etc.) as regards the subject indicated in the preamble ("information").

#### 2 Confidentiality

- 2.1 Every partner undertakes to use all of the information received by the disclosing partner for the purposes of the intended cooperation only and to keep it secret, that is to say to neither directly nor indirectly allow third parties access to it orally, in writing or in any other way. Received data must not be disassembled, decompiled or otherwise converted into another codified form; received samples must not be opened or deconstructed unless an express consent of the disclosing partner has been obtained (in writing). The disclosing partner shall reserve all rights regarding this information (including copyrights and the right to apply for industrial property rights such as patents, utility models etc.).

Paraphe 1zu1:

Paraphe Partner company:

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## 2.2 Sub-contracting/Sub-suppliers:

When sub-suppliers are commissioned or sub-contracts are awarded by the executing partner (1zu1 Prototypen), the same confidentiality conditions as agreed upon in this contract are stipulated by 1zu1 Prototypen.

## 2.3 Every partner undertakes to apply the same due care with respect to confidentiality which he exercises in comparable matters of his own. The obligation of confidentiality pursuant to clause 2.1. does not include or no longer includes information that provably:

- + at the time of disclosure was known to the public or after that becomes known to the public without any fault of the recipient or
- + is already known to the recipient before it is disclosed to him or after that is disclosed to him by a third person without the third person committing him to confidentiality or – by the recipient – was or is developed independently of the disclosure.

## 2.4 Upon written request of the disclosing partner, every partner shall be obliged to send back to this partner or destroy without delay all the information received and recorded by him (including made copies and samples). The obligation to return or destroy the information does not comprehend copies of the received information which the recipient has to keep for reasons of quality-related traceability or for reasons pertaining to financial law (law).

## 2.5 As regards personal data, every partner shall be committed to comply with the provisions concerning statutory data protection and, as a consequence, to take necessary technical and organizational precautions for example against unauthorized access, unauthorized modification or transfer, in particular when data is transferred in a network..

## **3 No Acquisition of Rights, Liability**

### 3.1 No rights of property, licence or reproduction rights, rights of use and enjoyment or other rights are conferred by this agreement and the mutual disclosure of information, regardless of whether protective rights exist for such or not.

Paraphe 1zu1:

Paraphe Partner company:

3.2 The disclosing partner does not take over liability for the completeness, correctness or usefulness of the information disclosed under this agreement or for it being free of third party rights. He shall also not be liable for damages caused to the recipient or third persons by disclosing information as far as statutory liability is not mandatory.

#### 4 Duration of the Agreement

This agreement shall come into force with immediate effect after all partners have signed it and respectively end 10 years after each project or order completion. The contract period can be changed by an appropriate written agreement which is signed by both partners.

#### 5 Violation of Contract

If the non-disclosure agreement is violated, the executing partner (1zu1 Prototypen) shall be obliged to pay a contractual penalty which, however, can at most amount to the sum of the corresponding contract value but is limited to a maximum amount of EUR 10,000.00. The burden of proof of the violation of contract lies with the commissioning partner.

#### 6 Modifications or Amendments

Modifications or amendments of these agreements – including this clause 6 – require the written form and the signatures of all partners to be legally effective.

#### 7 Final Provisions

This agreement shall be governed by Austrian law with the exception of such rules referring to the law of other states.

Exclusive place of performance shall be A-6850 Dornbirn.

This non-disclosure agreement replaces all stipulated non-disclosure agreements that were possibly agreed upon before between the two partners.

Dornbirn, .....

Place & Date .....

1zu1 Prototypen GmbH & CO KG

Name: Thomas Kohler  
(in block capitals)

Partner Company

Name: .....  
(in block capitals)