

# NON-DISCLOSURE AGREEMENT

between

**Raimund Beck KG**  
Raimund-Beck-Strasse 1  
A-5270 Mauerkirchen

hereinafter referred to as „**BECK**“

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as „**SUPPLIER**“

both hereinafter to be referred also as the „**Parties**“ or the „**Party**“

have agreed as follows:

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**BECK** and **SUPPLIER** conduct negotiations with respect to a future and/or existing co-operation. Against this background, it may become necessary to disclose confidential technical, commercial or other information relating to **BECK** and/or make them accessible. The receiving Party understands that one of the prerequisites of the future and/or existing co-operation is that the information is treated in strictest confidence.

1. **SUPPLIER** undertakes to treat any information specified in Art. 2 below (hereinafter referred to as Information) received directly or indirectly within the framework of the co-operation with **BECK** (the manufacture of products based on **BECK**'s confidential information hereinafter referred to as Co-operation) confidentially and shall use it solely for the purpose of fulfilling the Co-operation, in particular to use the Information only to determine and manufacture products according to such Information exclusively for **BECK**. **SUPPLIER** warrants that – unless otherwise expressly agreed – it shall at no times forward Information to third parties or make it accessible to third parties in any other way and it shall take the appropriate steps to ensure that third parties may not access the Information.
2. The secrecy obligation pursuant to this Agreement shall apply to any information, irrespective of the type of data carrier or the provided medium, obtained from the Co-operation, including, but not limited to:
  - information classified as secret or which is identifiable as company or business secrets,
  - any technical information, in particular product and development descriptions, outlines, graphics, drawings, charts and other technical documents as well as manuals, technical processes and other know-how, including technological knowledge,
  - any information referring to existing or future legal positions, including usage or license rights, patents and patentable inventions, utility models, industrial design, trademarks or any other right,

- any information on company strategies, schedules, targets and ideas as well as planned projects, distribution channels as well as commercial documents, in particular turnover and margin figures
- any information regarding customers, clients, business partners and suppliers

This Non-Disclosure Agreement does not give rise to any obligation to provide Information or to claims to receive Information. No warranty is assumed that the Information provided is correct.

3. Unless otherwise expressly specified, **SUPPLIER** undertakes to refrain from using the Information received without the prior written consent of **BECK** as well as from filing an application to obtain IPR protection. This shall apply in particular also to publications of research or development results ensuing from the Co-operation. The Non-Disclosure Agreement does not give rise to license or usage rights.

Irrespective of any existing IPR, **SUPPLIER** shall be obliged to refrain from copying products, including machinery and products of **BECK** in any way whatsoever. **SUPPLIER** may under no circumstances sell products identical to those, manufactured for **BECK**, to third parties.

4. The obligation extends to any employees or agents, and subcontractors of the **SUPPLIER** having contact with the Information, irrespective of the type and legal relationship on which the Co-operation is based. Where this has not been made yet, **SUPPLIER** undertakes to impose a suchlike obligation on the persons concerned. These covenants shall be such that the secrecy obligation shall continue to exist beyond the termination of the relevant contractual relationships.

The express, prior and written consent of **BECK** shall be necessary to release a person from the secrecy obligation imposed.

5. The secrecy obligation regarding the Information shall continue to exist beyond the end of the Co-operation between the Parties.

The obligation to maintain secrecy shall not, or as the case may be, no longer apply to Information which probably:

- is/has become notorious or known to the public,
- has already been known by the person underlying the secrecy obligation or has been elaborated by this person independently from communications made by **BECK**, or
- has been obtained from third parties without infringement of a secrecy obligation.

**SUPPLIER** must inform **BECK** within 14 days after receipt of a confidential information in writing, that the obligation to maintain secrecy does not apply to such confidential information according to one of the exceptions above.

6. Following termination of this Co-operation or ineffectiveness of this Agreement, **SUPPLIER** shall return to **BECK** any information and document obtained within the framework of the Co-operation without undue delay. Electronic data storage media containing information underlining the secrecy obligation must be deleted.

7. **SUPPLIER** understands that infringement of company and business secrets is a punishable offence.

**SUPPLIER** therefore must immediately notify **BECK** of any breach of obligations arising from this agreement. The parties agree that if confidential information is used contrary to the provisions of this agreement, **SUPPLIER** is obliged to compensate **BECK** for all direct and indirect damages incurred as a result of the violation. It is agreed that, in addition to any legal remedies, **BECK** shall be entitled to injunctive relief against the **SUPPLIER** to prevent any improper use of proprietary information. Further legal claims of **BECK** against the **SUPPLIER** remain unaffected.

8. No oral agreements to this Agreement exist. Amendments and alterations shall be made in writing to be valid. Should one of the provisions of this Agreement be or become ineffective or should a gap occur, this shall in no way affect the effectiveness of the remaining provisions. The ineffective provision shall be replaced by a provision that is nearest to the economic purpose of the ineffective provision.

The Agreement shall be governed by the law of Austria.

9. All disputes arising in connection with the Non-Disclosure Agreement or its validity shall be finally settled according to the Arbitration of the Vienna International Arbitral Centre (VIAC) without recourse to the ordinary courts of law. The arbitration tribunal may also make a decision on the validity of this arbitration agreement which shall be binding also on the ordinary courts of law.

The arbitral tribunal shall be composed of a sole arbitrator.

The seat of arbitration shall be Vienna.

The language to be used in the arbitral proceedings shall be English.

**RAIMUND BECK KG**  
**WIRE STAPLES COMPANY**  
RAIMUND-BECK-STR. 1  
5270 MAUERKIRCHEN, AUSTRIA

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**RAIMUND BECK KG**

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**SUPPLIER, Date**