

Non-Disclosure Agreement

This agreement is made between: MSG Mechatronic Systems GmbH
Auf der Aue 11
A - 8551 Wies

- hereafter referred to as „MSG“ -

and

- hereafter referred to as „partner“.

Preamble

With regard to the fact that the partners intend to exchange confidential information and because they want to prevent the misuse of it, the parties agree on the following:

MSG and the partner intend to exchange confidential information concerning the project _____ . The obligation to confidentiality according to this agreement will remain valid until after the termination of the described project.

1. Secrecy obligation

The parties herewith agree to keep confidential any information received from the other side directly or indirectly during the course of the project. Furthermore it is to be used exclusively in connection with the project described in the preamble. Both MSG and the partner assure each other neither to pass information on, nor to make it accessible to third parties and further to make all the adequate provisions to avoid access of third parties to this information. Confidential information according to the above paragraphs is as follows:

- Know-how, results, goals which are being made or used in the course of the project
- the description of the project
- the objectives and ideas aimed at within the realization of the project
- other non-publicly available information, which each party obtains from the other party during the project

Any and all analyses, data, studies and results as well as any and all documents, contracts and other information which are disclosed to the other party or of which the other party gains knowledge of otherwise, shall also be deemed confidential information. The obligation to maintain confidentiality loses its validity if it can be proven that the concerned information becomes known in a different way or is already known. The confidentiality obligation shall not apply to information which is in the public domain or which a party already lawfully disposes of at the point of provision.

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2. Confidentiality of the negotiations

The parties shall treat the fact that negotiations are conducted and their content, as well as the fact that examinations are conducted and their motive, content and intended purpose as strictly confidential vis-à-vis third parties and keep them secret.

3. Engaged persons

The obligation to maintain confidentiality according to this agreement extends to the entire staff and to the authorized representatives of the parties without considering the nature and legal form of cooperation. The parties are responsible for the duty of imposing this „non-disclosure agreement“ to all the employees and agents.

4. Property rights

If the information of one party contains inventions capable of being legally protected, this party maintains the rights with regard to the inventions, in particular the right to filing the application for a patent and / or a utility model.

5. Return/Deletion of confidential information

The parties are obligated to return all confidential information or copies of it to the other party or destroy it and delete all electronically stored data in case the cooperation is finished. Each party shall provide upon request within one week written confirmation of compliance with this obligation.

6. Governing Law

This Non-Disclosure Agreement shall be governed in its entirety by the laws of the Republic of Austria.

7. Jurisdiction

The exclusive place of jurisdiction shall be the competent court where MSG has its place of business.

8. Modifications to this Agreement

Changes of or amendments to this Non-Disclosure Agreement shall be in written form only. This also applies to the abandonment of the requirement of written form.

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9. Severability and Invalidity

Should any provisions of this Non-Disclosure Agreement be or become wholly or partly invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions. In this event, the parties shall start negotiations without undue delay with a view to amend this Non-Disclosure Agreement so that the invalid or unenforceable provision is replaced by a provision which in its essential purpose comes as close as possible to the invalid or unenforceable provision.

10. Announcements

No announcement concerning this Non-Disclosure Agreement, its subject matter, conducted talks and negotiations or any ancillary matter will be made by any party except as required by law without the prior written approval of the other party. Such approval is not to be unreasonably withheld or delayed. Communications to third parties, especially press releases e.g. regarding the successful conclusion of the negotiations shall be cleared between the parties.

Wies,

Mechatronic Systems GmbH

Place, date

Partner, stamp

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