

NON-DISCLOSURE AGREEMENT

By and between

APV - Technische Produkte GmbH, Dallein 15
AT - 3753 Hötzelndorf, Österreich
(Employer)

and

(Supplier)

hereinafter jointly referred to as - Contracting parties.

§ 1 Confidential information

- (1) APV and the supplier undertake to handle all information that is mutually relinquished within the context of cooperation (project planning, quotation phase, orders, etc.), or of which one party obtains knowledge without one of the parties relinquishing this information to the other party, in confidence for an unlimited time, and only to use it for examining a possible cooperation and issuing a quotation to APV. The contracting parties are not entitled to use this information in full or in part for purposes other than the stated examination, or to make the information accessible to third parties.

§ 2 Obligation of secrecy

- (1) The contracting parties declare with binding effect that they shall oblige all persons employed during the course of fulfilling the order to maintain data secrecy within the meaning of Section 15 DSG 2000 [Data Protection Act] before such persons take up their activity, and that the obligation to secrecy of the persons employed shall remain in force even after the end of their activities and after they have left the parties. Such data secrecy comprises all the data relinquished for the fulfilment of the order.

§ 3 Ensuring of property rights, Replica ban

- (1) The parties undertake, subject to any separate regulations, not to utilise the confidential information acquired themselves or through affiliated companies or through third parties, or for affiliated companies or for third parties respectively, without express prior written consent, or to undertake any registration of property rights. This confidentiality agreement does not form the basis of any licence rights or other rights of use. The use of the confidential information received on the basis of this confidentiality agreement does not form the basis of any rights of subsequent use pursuant to Section 12 PatG [Patent Act] or corresponding foreign legal provisions. Similarly, neither party can assert obvious prior use on the basis of any actual use of confidential information.
- (2) All the confidential information provided by one party to the other party shall remain the property solely of the disclosing party.

§ 4 Subcontractors

- (1) The parties are permitted to bring in subcontractors for the fulfilment of the order with express written consent. In this case this party must conclude an agreement with the subcontractor within the meaning of Section 10 DSG 2000, which also passes on to the subcontractor all the duties owed towards the other contracting party.

§ 5 Costs

- (1) If APV suffers damage through non-compliance with the duties of a contracting party as standardised in DSG 2000 and in this agreement, or if consequential damage is incurred by third parties respectively, the contracting party causing this must indemnify APV and hold it harmless.

§ 6 Applicable law and place of jurisdiction

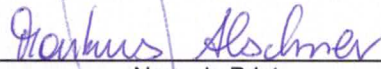
- (1) All disputes from this Agreement shall be governed by Austrian law, with the exclusion of the UN Convention on Contracts for the International Sale of Goods and the provisions on the conflict of laws. The regional court in 3500 Krems an der Donau with local competence for the matter shall be competent for all disputes in connection with this Agreement.

City, Date

Employer:

www.apv.at
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WERK 2
Dallein 62 - Industriegebiet
AT-3753 Hötzelndorf
Tel.: +43 / (0) 2913 / 21220
office@apv.at

Corporate Stamp & Signature



Name in Print

Supplier:

Corporate Stamp & Signature

Name in Print