

Concluded between

Spring Components GmbH

Hauptstraße 22,
A - 8632 Mariazell

Sample Company GmbH

Sample Street X,
A - XXXX Sample Place

hereinafter referred to as "the parties".

Präambel

The parties intend to enter into business contact with each other. In doing so, the parties will provide each other with certain confidential technical and/or economic information. Having said this, the parties agree as follows:

I. Definitions

1. confidential information« in the sense of this contract are all information, knowledge, experiences, documents and/or samples in written, verbal, digital or other form, which are exchanged between the parties after conclusion of this contract, refer to the project and market as confidential or obviously confidential. Furthermore, this includes all findings gained during company visits.
2. Information is not considered confidential if:
 - a. they were already publicly known at the time of transmission or become public knowledge after transmission without breach of contract,
 - b. they were already in the possession of the receiving contracting party,
 - c. be given to the recipient by a third party in a lawful manner and without the obligation of confidentiality,
 - d. the recipient of the other party within one week of receipt of the confidential communication proves that the information was already known to him prior to receipt.
 - e. they have been developed or will be developed by the recipient, independently of the communication.

II. liabilities

1. Confidential information may only be used by the parties for the interceded cooperation.
2. A recipient of confidential information will treat it confidentially, in particular
 - a. do not disclose or otherwise disclose or disclose it to third parties, directly or indirectly, orally or in writing or in any other way, and only disclose it to those of its in-house employees who must be aware of it.
 - b. Third parties within the meaning of this agreement are not: Legal entities and advisors, provided they are subject to appropriate secrecy and disposition restrictions.
3. The recipient of confidential information shall be obliged to keep his internal staff whom he leaves the confidential information in a proper manner to keep the confidential information provided to him confidential.
4. The confidential information provided remains the property of the party from which the information originates. The confidential information must be returned by the informed party as the recipient at any time at the request of the informing party.
5. Confidential information shall be entrusted to the other party as a consignee for the purposes of competition law. The recipient may only use it for the purpose intended or authorized by the informant. In particular, the recipient may not use them for the manufacture of the products for themselves or for third parties, nor disassemble the samples.
6. The informing party retains all rights, including copyrights, with respect to the samples, the information, the documents and the products and their parts and the information contained therein, also in the case of the granting of the patent, or Utility model registration.

III. Production of copies /return

1. A party that has received confidential information may make copies or reproductions thereof only to the extent reasonably necessary for the project.
2. Each party shall be entitled to require the receiving party, after providing confidential information, to return or destroy the information received and all copies thereof and expressly confirm in writing that it no longer possesses any relevant documents. The request can be made at any time, but no later than three months after the end of this agreement.

IV. No legal purchase

1. Each disclosing party shall have full rights to dispose of the information provided, in particular to register industrial property rights. A receiving party is not entitled to use confidential information for property rights or otherwise outside the scope of the project. In particular, no ownership-, license-, reproduction-, use- or other rights are granted.
2. Rights under this Agreement are not transferable to third parties without the written consent of the other party.

V. Duration of the agreement

The foregoing obligation of a Recipient to keep Confidential Information secret will be effective upon the signing of this Agreement and will continue for a further period of five years for the duration of the business relationship and after its termination.

VI. Various

1. When concluding a secondary contract, the provisions of this agreement shall continue to apply
2. Should a clause of this contract be or become ineffective, this does not affect the validity of the other contract terms. In place of the ineffective clause, an effective clause shall be deemed to have been agreed upon, but the actually agreed but ineffective clause shall come closest to economic effect.
3. Amendments, additions or revocations of this agreement must be made in writing in order to be effective.
4. The contract is subject to the law of the Federal Republic of Austria, as the place of jurisdiction is the district court Bruck an der Mur.

place, date:

place, date:

Company stamp, signature

company stamp, signature

name in capital letters, position

name in capital letters, position