NON DISCLOSURE AGREEMENT

Hereinafter referred to as **"Agreement"**

LOGICDATA Electronic & Software Entwicklungs GmbH Wirtschaftspark 18 8530 Deutschlandsberg, Austria Registered at the regional court Graz, Austria under FN 155377 x	[Insert company name] [Insert company address] Registered at [insert details] Under [insert details]
hereinafter referred to as **"LOGICDATA"**	hereinafter referred to as **"Partner"**

Hereinafter referred to as the **"Party"** or jointly as the **"Parties"**

PREAMBLE

Whereas the Parties are [Describe the purpose of the Agreement – the business relationship between the Parties, for example as defined in the following paragraph.] [cooperating in the development of a product or service or are currently in a process of clarifying the potential of possible future business relationship (e.g. production, sourcing, delivery of specified products, engineering, consulting)] **("Purpose")**;

Therefore, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, **Confidential Information** shall, regardless of the form in which such information is stored or submitted, including oral and written communication, include, but not be limited to, any trade secrets, customer and supplier information, information as to the financial condition, results of financial operations, employees, business plans, strategies, proprietary inventions and designs, confidential business information, marketing and sales information, proprietary technical data, patent applications, know-how and technical experience, plans, processes, manufacturing and related activities, technical or engineering data, drawings, schematics, blueprints,

specifications, etc. Any report or other document produced by either Party arising from the exchange of Confidential Information by the Parties shall be regarded as proprietary and confidential.

This Agreement shall not apply to information: (i) which was at the time of its disclosure already in the public domain; (ii) which was publicly available, or which will become publicly available through no breach of any obligation arising out of this Agreement by Recipient its Affiliates, suppliers, manufacturers, agents, representatives and consultants; (iii) which is independently acquired by a Party as the result of work carried out by an employee, professional consultant or advisor of a Party to whom no disclosure of Confidential Information had been made; (iv) which is disclosed in accordance with the requirements of law, stock exchange regulation or any binding judgement, order, or requirement of any court or other competent authority, provided that the Recipient provides the Discloser prompt notice of the order and at the Discloser's request and expense reasonably cooperates with the Discloser's efforts to receive a protective order or otherwise limit disclosure; (v) which was disclosed to a Party by a third party legally entitled to do so; or (vi) was in the Recipient's lawful possession prior to receipt from the Discloser as evidenced by written documentation.

2. RIGHTS AND DUTIES

Subject to the terms and conditions set forth in this Agreement, the Party receiving Confidential Information **("Recipient")** does not disclose any Confidential Information provided by the other Party **("Discloser")** to any third party and prevents any unauthorised use of the Confidential Information by a third party nor use it for Recipient's own benefit or for the benefit of others (except in connection with Purpose of this Agreement) without the Discloser's prior written consent. Recipient uses the same degree of care with regard to Discloser's Confidential Information that Recipient uses for its own Confidential Information.

Notwithstanding the foregoing, Recipient may disclose the Confidential Information within its organization, to its Affiliates, suppliers, manufacturers, agents, representatives, and consultants, to those persons who have a need to know such Confidential Information subject to signature of an agreement of non-disclosure and non use for other purposes than for the benefit of Discloser to an extent not less than that set out in this Agreement.

For the purpose of this Agreement Affiliate shall mean any corporation, company, or other entity, which: (i) is controlled by a Party hereto; or (ii) controls a Party hereto; or (iii) is under common control with a Party hereto, for so long as such control exists **("Affiliate")**. For this purpose, control means that more than fifty percent of the controlled entity's shares, or ownership interest representing the right to make decisions for such entity, are owned or controlled, directly or indirectly, by the controlling entity. Confidential Information so received hereunder by an Affiliate of either Party shall be considered as Confidential

Information received by such Party itself and be subject to the terms and conditions of this Agreement.

Either Party shall be responsible for its Affiliates, suppliers, manufacturers, agents, representatives, and consultants compliance with the terms and conditions of this Agreement and shall be fully liable towards the other Party for any and all damages arising out of any acts or omissions.

3. NO WARRANTY

Unless provided for in a specific agreement establishing future business relationships, the Parties do not warrant that their Confidential Information will be sufficient or suitable for the Purpose, nor shall the Parties be liable for the accuracy or completeness of the Confidential Information.

4. INTELLECTUAL PROPERTY / NO LICENCE / NO REVERSE ENGINEERING

All know-how comprised in the Confidential Information and all intellectual property rights owned or used by the Discloser and contained in or comprised in or referred to in the Confidential Information shall be and retain the absolute unencumbered property of the Discloser. No license or right is granted to the Recipient with regard to use, exploitation, modification or development of any such know-how or intellectual property relating to Confidential Information save as may be expressly contained in this Agreement or any other agreement between the Parties.

Recipient will not, nor will it permit any other person to, modify, disassemble, decompile, reverse engineer, otherwise open, analyse or inspect with an improper purpose, or attempt to access the underlying design information or source code of any object or executable code, encrypted or other obfuscated information, prototype, sample or other tangible object provided by the Discloser hereunder.

5. RETURN OF INFORMATION

On written request by Discloser, Recipient either returns to Discloser or destroys, at Recipient's choice, within thirty days following such request by Discloser, all Confidential Information in its possession, including all notes and copies thereof. If Confidential Information is stored electronically Recipient will delete it and confirm in writing to Discloser, that it has been deleted. Notwithstanding the foregoing, the Recipient may retain a copy of the Discloser's Confidential Information for legal, regulatory or corporate

governance purposes or stored in computer backups or similar archives, provided that the Recipient does not use the Confidential Information for any other purposes.

6. DATA PROTECTION

The Parties will, where applicable, process and transfer all personal data in accordance with the EU General Data Protection Regulation **("GDPR")**.

The Parties ensure that their Affiliates, agents and consultants comply with data protection.

7. APPLICABLE LAW AND DISPUTE SETTLEMENT

This Agreement shall be governed by and construed in accordance with the laws of Austria. The application of the Austrian Private International Law **("IPRG")** or other rules on conflict of laws and the applicability of the UN Convention on the International Sale of Goods **("UNCISG", "Vienna Convention")** is expressly excluded.

Any and all disputes arising out of or in connection with this Agreement shall be finally settled by the competent court in Graz (Austria). At the discretion of LOGICDATA, Partner may also be sued at its seat.

8. MISCELLANEOUS

EFFECTIVE: This Agreement shall become effective upon execution by the Parties and is executed in two originals.

WRITING REQUIREMENT: Any changes to this Agreement must be in writing and signed by both Parties. This formal requirement can only be waived in writing.

TERM: This Agreement is concluded for an indefinite period of time.

NO WAIVER: Failure to enforce any provision of this Agreement does not constitute a waiver of any term thereof.

SEVERABILITY: In case a provision of this Agreement is invalid or ineffective, the validity of the other provisions shall not be affected thereby. The invalid or ineffective provision shall be replaced by valid and effective ones, which correspond best to the economic and general intent of the Parties.

ENTIRE UNDERSTANDING: This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter thereof and supersedes all other oral or written representations and understandings with regard to the Purpose

between the Parties.

EXPORT CONTROL: The exchange of information contemplated herein may be subject to export control laws or regulations. Each Party agrees to comply with all laws and regulations applicable to the use and distribution of the Confidential Information defined herein, including, but not limited to, anti-terrorism and trade regulations.

NO ASSIGNMENT: This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement does not constitute a joint venture, partnership or consortium. The Parties remain independent and are not entitled to represent the other Party or to bind them to contracts.

Place and Date		Place and Date	
Signature		Signature	
Name, Position		Name, Position	
LOGICDATA Electronic & Software Entwicklungs GmbH		[Company]	

printout only for reference