

# Unilateral Non-Disclosure and Confidentiality Agreement

This Agreement is between Gabor Pinter Einzelunternehmer, with offices at Feuerwehrgasse 1/2/9, Purbach am Neusiedlersee, A-7083, Austria (hereinafter referred to as "Receiving Party") and

.....  
with offices at

.....  
(hereinafter referred to as "Disclosing Party").

1. **Confidential Information.** "Confidential Information" means non-public information disclosed by the Disclosing Party to Receiving Party under this Agreement. Confidential Information may include, but is not limited to, specifications, designs, process information, technical data, marketing plans, business plans, customer names, product roadmaps, pricing, prototypes, toolkits, software, and/or intellectual property. All written information that Disclosing Party gives to Receiving Party is regarded as Confidential Information, unless expressly marked otherwise. If disclosed in verbal or visual form, Confidential Information must be reduced to writing, marked, and delivered to the Receiving Party within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall include all information that is known to the Receiving Party, or reasonably should be known to the Receiving Party, to be confidential.
2. **Period of Protection.** Receiving Party has a duty to protect the Confidential Information disclosed under this Agreement for a period of fifty (50) years from the date the Disclosing Party discloses such information, or as the case may be, from the date he receives the written memorandum above mentioned.
3. **Unilateral Obligation.** The Receiving Party shall
  - a) use the Disclosing Party's Confidential Information only for internal evaluation purposes;
  - b) protect the Disclosing Party's Confidential Information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its own confidential information;
  - c) not disclose Confidential Information to any third party other than the Receiving Party's employees and contractors who have a direct "need to know" and who have executed or shall execute written agreements with confidentiality obligations at least as restrictive as those contained herein, and;
  - d) not reverse engineer, decompile or disassemble any Confidential Information.
4. **Exclusions.** This Agreement imposes no obligation on the Receiving Party with respect to information that:
  - a) was lawfully known or received by the Receiving Party before receipt from the Disclosing Party, as evidenced by its business records;
  - b) is expressly marked as non-confidential;
  - c) is, or subsequently becomes, legally and publicly available other than through breach of this Agreement;
  - d) is rightfully received by the Receiving Party from a third party without any obligation of confidentiality;
  - e) is disclosed by the Disclosing Party to a third party without any obligation of confidentiality;
  - f) is developed by the Receiving Party independently of Confidential Information, as evidenced by its records, or;
  - g) is disclosed pursuant to a valid order issued by a court of law or government agency, provided that the Receiving Party uses all reasonable means to provide prior notice to the Disclosing Party to permit it to seek protective or other court orders to prevent or narrow the scope of any disclosure.

5. **Title.** Title or the right to possess Confidential Information, as between the parties, will remain in the Disclosing Party.
6. **Disclaimer.** The Disclosing Party provides all Confidential Information on an “AS IS” basis. The Disclosing Party disclaims all warranties, including any warranties as to the accuracy or utility of Confidential Information.
7. **Limited Purpose.** Nothing contained herein shall be construed as creating any agency or partnership relationship between the parties, nor as creating an express or implied license grant from either party to the other.
8. **Remedies.** Receiving Party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be appropriate to protect such Confidential Information.
9. **Duration, Termination.** This agreement shall come into force as of the date of its signature by the parties, and shall apply to Confidential Information disclosed after this date. Either party may terminate this Agreement upon thirty (30) days’ written notice. The rights and obligations contained in paragraphs 2, 3, 4 and 5 shall survive termination. Upon termination of this Agreement, or otherwise upon request, Receiving Party shall cease using the Confidential Information, return it, or, at the option of the Disclosing Party, destroy and certify as destroyed all originals and copies of Confidential Information received under this Agreement.
10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of Austria.
11. **Assignment.** Receiving Party may not assign any rights or delegate any obligations under this Agreement without the prior written consent of Disclosing Party.
12. **Enforceability.** The failure of Disclosing Party to enforce any right resulting from breach of any provision of this Agreement by Receiving Party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
13. **Severability.** If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof. This Agreement may not be amended, except in writing, signed by a duly authorized representative of the respective parties.

Signature:.....

Signature:.....

Name:.....

Name:.....

Position:.....

Position:.....

Date:.....

Date:.....