

NON-DISCLOSURE DECLARATION

issued by the company who intend with Hawle

- hereinafter referred to as „supplier“ -

in favor of

E. Hawle Armaturenwerke GmbH

Wagrainer Straße 13

4840 Vöcklabruck/AUSTRIA

- hereinafter referred to as „Hawle“ -

Hawle and the supplier intend to cooperate in the form of a customer-supplier relationship. Hawle is supposed to provide confidential information for this purpose.

1. The supplier undertakes to maintain an obligation of secrecy in accordance with the conditions as laid down in the following document, regarding information, experience, formulas, drawings, models, samples, test samples, prototypes, technical notes, process methods and other technical and commercial know-how as well as relevant documents and data carriers received from and/or learnt by Hawle in the course of the cooperation described above (referred to hereafter as “confidential information”), neither to reveal any of this to third parties nor to make use of this information for any purpose other than the cooperation referred to above. Third parties in the sense of this Non-Disclosure Declaration are not associated companies of the parties to the Non-Disclosure Declaration as defined by the Companies Act §§ 15 ff. AktG (“associated companies”).
2. The obligation of secrecy does not apply to confidential information that
 - a) has already gone public at the time of its transmission,
 - b) has already been known by the supplier at the time of its transmission or has been made accessible legally in all conscience by third parties after the transmission,
 - c) has become a matter of obvious public knowledge after the transmission through no fault of the supplier,
 - d) has been subsequently invented or developed by the supplier irrespectively of the confidential information transmitted.
3. The supplier further undertakes the obligation to make the information accessible solely to those employees or consultants who must have access to the confidential information as a matter of necessity for the performance of their work in the course of the cooperation. The supplier is committed to impose a similar secrecy obligation with incumbent duties on those employees and consultants and to provide written proof in case that Hawle should request such a proof.

4. The supplier has the right to transmit revealed or accessible confidential information to their associated company as well as their employees and consultants, if they are previously bound to confidentiality in written form according to the terms of the Non-Disclosure Declaration. Information revealed by an associated company, its employees or consultants within the framework of the cooperation shall be regarded as confidential according to the terms of this Non-Disclosure Declaration.
5. The revelation of confidential information and any transmission of relevant documentation represent in no case any entitlement to rights of industrial property rights, know-how or copyrights of Hawle. The revelation or transmission of confidential information does not justify prior publication or a prior right of use as defined by the patent and the registered model law. Hawle does not guarantee the correctness or completeness of the confidential information that is revealed or made accessible and is not liable for the information being suitable for the purpose of the cooperation.
6. This Non-Disclosure Declaration and the fact that confidential information is to be exchanged in connection with the intention outlined in the preamble may only be revealed to third parties with the written permission of Hawle.
7. Should the supplier be asked or committed to reveal confidential information as a result of a legally binding court order or by order of a responsible authority, the supplier has to inform Hawle immediately.
8. This Non-Disclosure Declaration becomes effective with the signature of the supplier or with the acceptance of the supplier on the electronic supplier portal of Hawle. The termtime ends upon expiry of two (2) years, beginning with the end date of the cooperation between Hawle and the supplier. Any earlier termination of this Non-Disclosure Declaration is excluded.
9. Drawings, models, samples, test samples, prototypes, technical notes, documents and data carriers provided by Hawle to the supplier remain the sole property of Hawle and have to be returned at any time if wished by Hawle, however not later than by the ending of the cooperation or have to be destroyed including all available copies, notes, extracts and replications if wished by Hawle. There is no right of retention.
10. This Non-Disclosure Declaration is governed by the laws of Austria. Amendments or additions to this Non-Disclosure Declaration have to be in written form in order to be valid.