

## Non-disclosure agreement

Entered into by and between

[ Firmenname ],  
[ Adresse ],  
[ PLZ, Ort ],  
[ Land ]

(hereinafter “**Customer**” or a “**Party**”) on the one side and

bee produced GmbH, FN 568347f  
1090 Wien, Julius-Tandler-Platz 7/11

(hereinafter “**bee produced**” or a “**Party**”), on the other side, as follows:

### 0. Preamble

- 0.1 Whereas bee produced operates an online marketplace through which goods and services from third-party providers (Producers) can be ordered.
- 0.2 The Customer as well as bee produced and the Producers have an interest in the confidentiality of certain information and documents.
- 0.3 Having said this, the parties enter into the following non-disclosure agreement:

### 1. Subject Matter of the Contract

- 1.1 The subject of this non-disclosure agreement are descriptions such as technical and commercial documents relating to products, ideas and inventions, business secrets, diagrams and/or illustrations, as well as production documents (“**Confidential Information**”).
- 1.2 Confidential Information is in particular - but not exclusively: layout of the printed circuit board, bill of materials (list of electronic components), and placement of the electronic components on the printed circuit board.
- 1.3 Confidential Information is not publicly known information that is easily accessible to everyone, or that was already known to the parties prior to the conclusion of the non-disclosure agreement in question.

### 2. Duty of confidentiality

- 2.1 Each Party shall keep all Confidential Information of the other Party and of the Producers secret. This includes in particular - but not exclusively - that only those employees, board members, shareholders, etc. within the respective Party who must have access to the Confidential Information in order to achieve the purposes for which the respective Confidential Information is to be used according to any declared will of the respective other Party or a Producer shall have access to the Confidential Information.
- 2.2 Neither Party may disclose Confidential Information of the other Party or a Producer to third parties.

- 2.3 Notwithstanding the obligations under points 2.1 and 2.2, each Party shall use Confidential Information of the other Party or a Producer only for the purposes for which the respective Confidential Information is to be used in accordance with any declared intention of the other Party or the Producer.
- 2.4 Breaches of an obligation in accordance with points 2.1 through 2.3 are only permissible if such breaches are either prescribed by law or by an authorized authority or are made vis-à-vis advisors of the respective Party who are obliged under statutory law to maintain comprehensive confidentiality, such as in particular attorneys-at-law, notaries public and chartered accountants. However, all of these cases are considered as exceptions and a breach shall only occur to the smallest possible extent. Furthermore, in each such case of a breach, reference must be made to the non-disclosure agreement. For the avoidance of doubt, it is noted that a breach of an obligation under points 2.1 through 2.3 is not permissible because it is minor, has no consequences for the other Party or a Producer or is in the interests of the other Party or a Producer.
- 2.5 In the event of any breach of an obligation under points 2.1 through 2.3, the other Party or the Producer must be notified expressly, as precisely as possible and immediately, if possible in advance.
- 2.6 Each Party shall do and, if necessary, refrain from doing, everything that is reasonably necessary to ensure compliance with the obligations under points 2.1 through 2.3 - in particular, but not limited to, take any legal remedy to prevent or at least minimize the breach of an obligation under points 2.1 through 2.3. Each Party shall structure its business operations in such a way as to ensure compliance with the obligations under points 2.1 through 2.3. Each Party shall actively promote compliance with the obligations under points 2.1 through 2.3 among other members of the group of companies to which the respective Party belongs (now or in the future).

### **3. Other obligations of the parties**

- 3.1 The parties shall comply with all statutory and other regulations in their respective activities, in particular the obtaining and maintenance of all (also merely indirect) permits required for the fulfillment of the obligations under points 2.1 through 2.3. The Party concerned shall expressly inform the other Party and the Producer without delay of any surrender, withdrawal or other loss of such authorization.
- 3.2 This non-disclosure agreement and all rights and obligations arising from it may not be assigned or otherwise transferred by either Party.

### **4. Start and duration of this non-disclosure agreement**


- 4.1 This non-disclosure agreement enters into force on [ date ] and is concluded for a period of 3 years.
- 4.2 This non-disclosure agreement can be terminated at the end of each year by giving three months' notice ("ordinary termination").
- 4.3 The right to terminate this non-disclosure agreement for good cause remains unaffected.
- 4.4 Point 2 of this non-disclosure agreement shall remain in full force and effect even after termination of this non-disclosure agreement - irrespective of when, on whose initiative and for what reason this non-disclosure agreement ended.

- 4.5 Upon termination of this non-disclosure agreement, regardless of when, on whose initiative and for what reason this non-disclosure agreement ended, each Party shall return all Confidential Information to the other Party or the Producer or irretrievably destroy it and expressly confirm to the other Party or the Producer that it has returned all Confidential Information to the other Party or the Producer or irretrievably destroyed it.

## 5. Final provisions

- 5.1 This non-disclosure agreement, including any questions relating to its conclusion, prior and subsequent effects and invalidity, as well as any non-contractual claims arising from or in connection with it, shall be governed exclusively by Austrian law, excluding conflict of law rules. The place of performance is Vienna.
- 5.2 The Commercial Court of Vienna shall have exclusive jurisdiction over all disputes arising from or in connection with this non-disclosure agreement, including any questions regarding its conclusion, its prior and subsequent effects and its invalidity, as well as any non-contractual claims arising from or in connection with it.
- 5.3 Amendments and supplements must be made in writing. This also applies to any waiver of the written form requirement.
- 5.4 Notifications required by this non-disclosure agreement or law must be sent by registered letter, whereby the time of posting is sufficient to comply with deadlines.
- 5.5 Should one or more provisions of this non-disclosure agreement be or become invalid, void or otherwise defective, this defect shall not affect the remainder of the non-disclosure agreement. In place of the defective provision(s), a provision shall apply which achieves the economic purpose of the defective provision(s) as well as possible and is not defective, whereby the economic purpose is to be determined from the remaining non-disclosure agreement. The same shall apply *mutatis mutandis* in the event of a contractual lacunae.

On behalf of [ Firma ], [ Vorname Nachname ] agreed to these outlined terms on [ Datum ]

Digital Seal		
	<b>Signatory/Creator of seal</b>	bee produced GmbH
	<b>Date/Time-UTC</b>	2024-09-01T12:23:00Z
	<b>Issuer-Certificate</b>	CN=a-sign-corporate-07,OU=a-sign-corporate-07,O=A-Trust Ges. f. Sicherheitssysteme im elektr. Datenverkehr GmbH,C=AT
	<b>Serial-No.</b>	123456789
<b>Note</b>	You can check the validity of this certificate at <a href="https://www.signaturpruefung.gv.at">https://www.signaturpruefung.gv.at</a>	