

## Non-disclosure agreement supplier

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Partner / supplier:

and 1zu1scale GmbH  
Färbergasse 15  
6850 Dornbirn

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### Preamble

It is the intention of the parties to collaborate within the scope of a supplier and customer relationship, which will necessitate the exchange of relevant information. This agreement governs the handling of such information as well as the rights and obligations of the parties in connection with the collaboration.

In this regard, the partners agree as follows:

#### A. Disclosure of Information

During the period of this agreement, the parties shall exchange with each other information of a business and technical nature (including, but not limited to, 3D data, drawings, measurement results, experiences, samples, and so forth) pertaining to the subject matter set forth in the preamble („Information“).

#### B. Confidentiality

1. Each party shall utilize the information provided by the other party exclusively for the purposes of the intended collaboration and shall maintain the confidentiality of such information. This implies that the information in question shall not be disclosed to third parties, whether orally, in writing, or by any other means, unless expressly permitted by the disclosing party in writing. The recipient shall not disassemble, decompile, or translate any data provided into another form of code, nor open or dismantle any samples, unless expressly authorized by the disclosing party in writing. The disclosing party retains all rights to the

Paraphe 1zu1:

Paraphe Partner company:

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information provided, including those pertaining to copyright and the ability to apply for industrial property rights, such as patents and utility models. Furthermore, the parties agree not to divulge any details pertaining to the collaboration with third parties, nor to utilize the other party's name, logo, or other identifying marks for their own purposes or to disclose them to third parties.

2. Sub-contracting/Sub-suppliers:

It is generally prohibited for subcontractors to be engaged or for any tasks to be outsourced by the executing party (supplier) unless a specific written agreement is reached between the parties for each case. If such an agreement is granted by 1zu1, the subcontractor must be bound by the same confidentiality terms as outlined in this agreement. Upon written request by 1zu1, the contracting party is obliged to provide the name and address of any subcontractor in writing.

3. Each party should treat the disclosed information with the same degree of confidentiality as it applies to its own confidential matters.

The confidentiality obligation set forth in Section 2.1 should not apply to information that can be proven to:

The information in question should not be deemed to be confidential if it was publicly known at the time of disclosure or subsequently became publicly known without fault of the receiving party. Furthermore, the information shall not be deemed to be confidential if it was known to the receiving party before the disclosure or subsequently received from a third party without any confidentiality obligation. Finally, the information shall not be deemed to be confidential if it was independently developed by the receiving party without reference to the disclosed information.

4. If the disclosing party submits a written request, the receiving party should, without undue delay, return or destroy all recorded information received (including copies and samples). The aforementioned obligation to return or destroy does not apply to copies that the receiving party is obliged to retain for quality traceability or financial record-keeping purposes, for example, in accordance with legal requirements.

5. Each party shall comply with all applicable data protection legislation and implement the requisite technical and organizational safeguards to protect personal data, particularly against unauthorized access, alteration, or disclosure, especially when transmitting data over a network.

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**C. No Acquisition of Rights, Liability**

1. This agreement and the mutual exchange of information, whether protected by intellectual property rights, does not confer any ownership, license, reproduction, usage, or other rights.
2. It is not the responsibility of the disclosing party to guarantee the completeness, accuracy, or usability of the information disclosed under this agreement, nor its freedom from third-party rights. Furthermore, the disclosing party shall not be held liable for any damages incurred by the receiving party or third parties as a consequence of utilizing the disclosed information, unless such liability is expressly mandated by law.

**D. Duration of the Agreement**

This agreement shall become effective upon the signing of all parties and shall remain in effect for a period of ten years following the conclusion of each respective project or order. The terms of the agreement may be modified by a written agreement signed by both parties. Following the conclusion of the agreement, the supplier shall not be permitted to utilize any parts, samples, data, images or other materials originating from 1zu1 for the purposes of publication, whether in the context of trade shows, marketing initiatives, public relations or otherwise, nor shall they be permitted to share such materials with third parties. In each instance, written approval from 1zu1 must be obtained.

**E. Violation of Contract**

In the event of a breach of confidentiality obligation, the breaching party shall be held liable for the cessation of such violation and, where applicable, shall be required to pay damages to the non-breaching party. Furthermore, the breaching party is obliged to pay a contractual penalty for each violation, equivalent to the value of the affected order, to the non-breaching party (1zu1).

**F. Modifications or Amendments**

Any amendments or modifications to this agreement, including this Section 6, must be formalized in writing and signed by both parties to be considered valid.

Paraphe 1zu1:

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Paraphe Partner company:

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**G. Final Provisions**

This confidentiality agreement is to be regarded as the overarching agreement between the two parties, superseding any prior confidentiality agreements. This agreement is subject to Austrian law, and the application of foreign law is excluded in accordance with the relevant conflict of law rules. The exclusive place of jurisdiction is Dornbirn (A-6850).

Dornbirn, on ..... Place & Date .....

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1zu1scale GmbH

Name: .....  
(in block capitals)

\_\_\_\_\_  
Partner company

Name: .....  
(in block capitals)