

Non Disclosure and Non-use Agreement

between

Trotec Produktions und Vertriebs GmbH, Linzer Straße 156, 4600 Wels, Austria
("TROTEC")

and

..... ("PARTNER")

TROTEC and PARTNER are hereinafter partly referred to individually as "Party" and jointly as "Parties". This Non Disclosure and Non-use Agreement is hereinafter referred to as "Agreement".

TROTEC intends to give PARTNER access to the online knowledge-database "Virtual Service Technican".

The "Virtual Service Technician" contains comprehensive confidential information with regard to TROTEC and their distributors.

In order to ensure confidential treatment of confidential information the Parties agree as follows:

1. PARTNER affirms and warrants to keep the body of technical information, any and all knowledge and documents relating to the construction, production and quality of materials, production, manufacturing processes, application technology and any and all additional information in technical and commercial respects including the technical know-how (hereinafter referred to as "Confidential Information") which is disclosed to PARTNER in writing, orally or in any other way strictly confidential and not to disclose it to third parties.
2. PARTNER agrees that any and all information which is embodied in samples, drawings, documents, papers, electronic records, data carriers or other storage media (the "Records") which are handed over to PARTNER by TROTEC likewise constitutes Confidential Information and shall remain the property of TROTEC. However, this shall not result in any obligation on TROTEC to hand over records to PARTNER or to give PARTNER access to records in any other way.
TROTEC shall not assume any liability whatsoever for the correctness or completeness of the information disclosed or for its technical or commercial exploitability.
3. PARTNER undertakes to make the foregoing obligations of secrecy binding upon all employees, collaborators and any other persons who participate in the business connections or otherwise get knowledge thereof. This shall also apply to all employees, collaborators, board members as well as to all agents and independent distributors and intermediaries, workers and work contractors with whom PARTNER cooperates or to whom the business connections are disclosed, as well as to the companies affiliated with PARTNER. Irrespective thereof PARTNER will cooperate with third parties outside their enterprises only with TROTEC's prior written consent.

PARTNER will announce the names of all persons who have notice of the Secret Information.

PARTNER also will waive to entice personnel away from TROTEC. This waiver is valid for all persons in remunerative employment whatever legal form of employment they are subject of.

Name
Position Signature

Place, Date