

NON-DISCLOSURE AGREEMENT

Signed on _____, between:

NetBid GmbH, with registered seat in Am Hof 13/2/DG, A-1010 Vienna, director Andreas Weinberger (hereinafter referred to as "NetBid"),

and

_____, with registered seat at, _____ Street, _____, with registration number _____, represented by director _____ (hereinafter referred to as "_____")

Article 1

The Parties conclude this contract having as its object the regulation of mutual rights and obligations in relation to information and documents that either Party may disclose to the other Party during due diligence, negotiations, discussion and implementation of any other contractual or non-contractual business relations regarding (hereinafter the "Projects") between _____ and NetBid.

Article 2

During the realization of the Project each Party can receive (hereinafter the "Receiving Party") confidential information, material, facts, events, personalities and other information disclosed by the other Party (hereinafter the "Disclosing Party").

The Receiving Party is prohibited from using any Confidential Information, as defined in Article 3 of this Contract that comes up during the Project, except for Project implementation.

Confidential Information cannot be used for purposes other than for the purpose of business cooperation contract and mutually agreed for the job, or disclosed to any third party without the express and written consent of the Disclosing Party.

Article 3

For the purposes of this Agreement, Confidential Information means any information disclosed in any form whatsoever (including, but not limited to, disclosure made in writing, orally or in the form of samples, models, computer programs or otherwise) by the Disclosing Party to the Receiving Party under this Agreement, provided that (i) such information is at the time of disclosure designated as "confidential" or is marked with the name, sign, trade name or trade mark of the Disclosing Party or (ii) the nature of the information makes it obvious that it is confidential. However, the term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which a) is on the Effective Date, or thereafter becomes, publicly known without violation of this Agreement, b) is demonstrably developed at any time by the Receiving Party without use of Confidential Information, or c) is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use. Confidential Information includes, without limitation, information relating to personality, circumstances, events, facts, finance, contracts, financial, technical and any other information, content of conversations and any other information.

Article 4

This Agreement shall remain in force for five (5) years. During the term of this Agreement, the Confidential Information can be communicated and made available to third parties only with the consent of the Disclosing Party, court orders, or other competent state bodies and other cases provided by law.

Article 5

If the Receiving Party has violated the obligation of professional secrecy, is obliged to pay to the Disclosing Party contractual penalty of EUR 100.000,00.

Article 6


The Parties pledge themselves in any way will not mislead or attempt to deceive each other or any third party in connection with a legal transaction concluded.


Article 7

Any disputes that may arise during the term of the contract, the Parties shall endeavor to resolve peacefully and amicably. Should an agreement not be reached by peaceful means, arranges the competence of the court of general jurisdiction in Hamburg.

Article 8

This Agreement is made in two (2) identical copies, one (1) for each Party.

In Vienna , on  2020.
NetBid GmbH







Andreas Weinberger