

## MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) made and entered into by and between:

Raoul Gransier, Gransier & Associates, e.U., Rudolf-Bärenhartgasse 13/B/5, 1170 Vienna, Austria  
Registered at the Commercial Court in Vienna, Austria, Number FN 369444a

and the Client which has completed and signed this NDA on page 3

(hereinafter the “Parties”), shall govern the conditions under which the Parties shall exchange non-public confidential, trade secret, or proprietary information relating to their businesses, whether furnished before or after the date hereof and regardless of the manner in which it is furnished. “Confidential Information” is defined as: (i) all non-public, confidential or secret processes, plans, formulae, data (including cost and performance data), inventions, machinery, drawings, papers, writings, specifications, manufacturing or design procedures and techniques, methods, technology, know-how, programs, databases, source codes, object codes, devices and materials related to the business, products, services or activities (either existing or under development) of the Parties regardless of whether or not any or all of the foregoing are, may or can be patented or copyrighted; (ii) marketing materials and sales collateral, operating processes, selling procedures, pricing information, and sales volumes; (iii) any supplier usages and requirements, and any list of clients, prospects, customers, suppliers or business contacts; (iv) information regarding the Parties’ technical and professional staff, including their qualifications and fields of expertise, or (v) any other information or aspect of or related to any of the trade, business, finances, products, suppliers, technology, staffing or activities of the Parties, which are non-public, confidential, secret or of a proprietary nature. Additional confidential subject matter may be added to the definition of Confidential Information by the written agreement of the Parties.

1. The purpose for disclosure (hereinafter “Purpose”): To evaluate the feasibility of a business arrangement or relationship. Each receiving party agrees (i) to make no other use whatsoever of any Confidential Information of the other party provided hereunder, and (ii) not to disclose the Confidential Information to others (except to such of the receiving party’s employees who reasonably require access to the Confidential Information for the specific Purpose set forth above, and who are bound, in writing by obligations of confidentiality substantially similar to those set forth in this Agreement).
2. The term “Confidential Information” shall not include information which:
  - a) is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party;
  - b) is or becomes available to the receiving party from a third party who is not prohibited by law or contract from disclosing the Information;
  - c) is developed by the receiving party or its agents independently, without access to the Confidential Information of the disclosing party; and,
  - d) is required to be disclosed by a valid order of a court or other governmental or regulatory authority.

No combination of individual items of Confidential Information shall be deemed not to be confidential, secret, or proprietary and subject to the obligations of Paragraph 1 merely because the individual items are subject to one or more of the above-listed exceptions; a combination shall be deemed not to be confidential only if the entire combination itself is subject to one of the above-listed exceptions.

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Notwithstanding the foregoing, the parties agree that Confidential Information shall not include any information of which the recipient can prove, as evidenced by appropriate documentation upon the disclosing party's first request, that it:

- a) at the time of disclosure is or subsequently comes into the public domain through no wrongful act, omission or breach of this Agreement by the recipient or any other breach of any duty of confidentiality; or
- b) is already lawfully in the possession of the recipient at the time of disclosure or has subsequently come into the possession of the recipient from a third party that does not owe the disclosing party or any of its affiliated companies an obligation of confidentiality in relation to it;
- c) is independently developed by the recipient without use of the Confidential Information made available by the disclosing party under this Agreement.

3. If a party hereto is required in a legal proceeding to disclose any Confidential Information, it will notify the other promptly. Each party will also exercise its best efforts to cooperate with any requests by the other, at the other's expense, in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If in the absence of a protective order, either party is compelled as a matter of law to disclose the Confidential Information, the compelled party will disclose only the part of the Confidential Information as is required by law to be disclosed.

The Confidential Information shall be treated and safeguarded by the recipient with the same degree of care with which it treats its own proprietary information. The recipient represents and warrants that it applies secure and proper safeguards against theft, damage, loss and unauthorized disclosure or use of the Confidential Information. The recipient shall immediately notify the disclosing party upon becoming aware that any Confidential Information has been disclosed to or obtained by a third party.

4. Upon the disclosing party's written request or at the termination of discussions, the receiving party shall return all Confidential Information in tangible form in its possession, and shall destroy all Confidential Information in machine-readable form in its possession. The receiving party shall certify in a written, executed document that all tangible Confidential Information has been returned and that all machine-readable Confidential Information has been destroyed.

The disclosing party hereto makes no representations or warranties, express or implied, as to the quality, accuracy, and completeness of the Confidential Information.

5. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as establishing any type of commitment or right for either party to make any commitment with, for, or on behalf of the other party.

6. Nothing in this Agreement shall create, imply, or evidence any partnership or joint venture between the Parties, or the relationship between them of principal and agent. The Parties agree that they do not acquire any rights to use, and expressly agree not to use, in advertising, publicity, or other marketing activities, any name, trade name, trademark, service mark or other designation of the other party, except to perform authorized functions.

No license, express or implied, is granted to the recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

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7. The parties recognize that any breach of this agreement will result in irreparable injury to the other party and that monetary damages alone will be an inadequate remedy in such case, and the receiving party therefore agrees that the disclosing party may if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this agreement, or to enforce the specific performance of this agreement by the receiving party, or to restrain or enjoin the receiving party from all activities in violation of this agreement. The disclosing party shall be entitled to recover any and all costs and expenses, including without limitation, reasonable attorneys' fees, in enforcing this agreement and the provisions of this section against the receiving party.
8. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by both Parties.
9. This Agreement expresses the sole and entire agreement between the Parties and supersedes all prior discussions, representations, and understandings.
10. This Agreement may not be assigned. This Agreement shall continue for the benefit of, and shall be binding upon, the Parties hereto and their respective successors, heirs, and legal representatives.
11. This Agreement shall be deemed executed within, and interpreted in accordance with, the laws of Austria.
12. The obligations of the Parties under the terms of this Agreement shall remain in effect for five (5) years from the Effective Date hereof.
13. Each party warrants to the other party that with respect to each item of Confidential Information disclosed by such party to the other party pursuant to this Agreement, such party shall have all rights, permissions, approvals, and authority necessary for the lawful disclosure of such Confidential Information to the other party and shall otherwise have full authority to enter into and perform its obligations under this Agreement.

**Raoul Gransier, Gransier & Associates, e.U.**

**Client**

Raoul Gransier

Name

\_\_\_\_\_

Name

Sole Entrepreneur / Managing Director

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature