

Non-Disclosure Agreement

(two-sided)

The terms between "< >" are definitions.

This Agreement is concluded by and between the following contracting parties:

PÖTTINGER Landtechnik GmbH

Industriegelände 1

A-4710 Grieskirchen

and all "affiliated" undertakings of PÖTTINGER (**Annex 1**)

hereinafter referred to as <**PÖTTINGER**>,

and

Sam Sample G.m.b.H.

Sample Street 300

55824 Sample City

and all "affiliated" undertakings of Supplier (**Annex 2**)

hereinafter referred to as <**Supplier**>

Both parties will be referred to as <**Contracting Parties**>.

CHANGE MANAGEMENT

Revision	Chapter / Page	Description of change and name of person responsible	Date
2016_B		Basis for translation from German to English	22.06.2016
2016_C	3 / page 5 footer	Signature regulation (COO Jörg Lechner) released by Jörg Lechner (Chief Operations Officer)	03.10.2016

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RECITALS

PÖTTINGER develops, produces and markets agricultural machines for various uses around the world. PÖTTINGER intends to procure products manufactured by Supplier.

For this purpose, Contracting Parties will communicate or disclose business and/or operating secrets, including technical drawings, calculations, and the like to one another whenever necessary.

Against this background, Contracting Parties hereby agree to the following:

1. NON-DISCLOSURE AGREEMENT

- 1.1. Contracting Parties undertake to keep strictly confidential the technical knowledge, any and all knowledge and documents of any one contracting party related to the design, material production and composition, manufacture, manufacturing processes, application technology and any further information of a technical and financial nature as well as any information that is stored or kept ready for retrieval in samples, drawings, documents, electronic records, data storage media and communicated or disclosed to the other contracting party either by written, oral or other means or of which the respective other contracting party gains knowledge in any other manner (hereinafter referred to as "Confidential Information").
- 1.2. Contracting Parties undertake to use Confidential Information only within the scope of this cooperation and not to disclose Confidential Information or parts thereof to third parties, not even within the framework of a corresponding non-disclosure agreement. However, such information may be made accessible to undertakings affiliated to the respective contracting party if such undertakings recognise and accept the provisions of this Agreement as binding on them. The contracting party will disclose information only to such employees as require these and undertakes to impose the non-disclosure obligations under this Agreement on these employees. In particular, this Non-Disclosure Agreement also provides that the information obtained must not be used for patent applications.
- 1.3. The Non-Disclosure Agreement does not apply to such information as (a) was already in the public domain at the time this information is transmitted or disclosed; (b) entered the public domain after transmission or disclosure without any action on the part of the contracting party receiving the information, (c) was already verifiably known to the receiving party at the time of transmission or disclosure, and/or (d) was made accessible by a third party after lawful transmission or disclosure and without breach of any non-disclosure agreement; in each of the cases described above, the burden of proof rests with the receiving party.
- 1.4. Contracting Parties undertake to return any and all information received from the respective other contracting party within a period of one month from the end of cooperation or on the respective other contracting party's request.

- 1.5. Exempt from the obligation to return information are data carriers – including copies or other duplicates of the information contained therein – that one contracting party acquires from the respective other contracting party or which the contracting party requires to meet documentation requirements arising from an agreement signed by the contracting party or from statutory requirements. Information routinely stored in electronic systems for backup purposes are likewise exempted, provided the contracting party receiving this information no longer makes use of this information.
- 1.6. This agreement will become effective at the time it is signed and shall be entered into for a term of 10 years, although the provisions relating to non-disclosure will remain in effect even on termination of the Agreement. Each contracting party undertakes to transfer the obligations arising out of this Agreement to any legal successor.
- 1.7. In the event of any disputes relating to or arising from the present Agreement, Contracting Parties undertake to seek and use their best efforts to arrive at an amicable resolution. Should this not be possible, the court with subject-matter jurisdiction at PÖTTINGER's registered office shall have sole jurisdiction. The Agreement is governed by Austrian law.
- 1.8. All and any changes or supplements to this agreement are effective only if made in writing and signed by both Contracting Parties. The same applies to any waiver of the written form requirement.

2. CONTRARY AGREEMENTS

- 2.1. TBD

3. SIGNING OF NDA

3.1. By signing this non-disclosure agreement, Supplier expressly confirms that it has carefully read this agreement.

3.2. PÖTTINGER and Supplier enter into this Agreement by affixing their signature below:

PÖTTINGER and as authorised representative also for the affiliated undertakings pursuant to Annex 1:

_____, (date) _____
(city/town) (date)

(Markus Gruber, Head of Purchasing)

(Jörg Lechner, Chief Operations Officer)

SUPPLIER and as authorised representative also for the affiliated undertakings pursuant to Annex 2:

_____, (date) _____
(city/town) (date)

(name in print and stamp)

(name in print and stamp)

4. ANNEX 1:

- PÖTTINGER Landtechnik GmbH
Industriegelände 1
4710 Grieskirchen
Austria,
- PÖTTINGER Deutschland GmbH
Kleine Mauerstraße 16
06406 Bernburg
Germany
- PÖTTINGER, spol. s.r.o.
Čičenická 1284/II
38901 Vodňany
Czech Republic

5. ANNEX 2:

- "Undertakings affiliated with Supplier"
tbd.
tbd.