



Geltungsbereich: 00 Banner Gruppe, , , , , ,
Gültig ab: 28.08.2008
Kategorie: Norm \ 7. Produktrealisierung \ 7.3. Produkte Technologien und Prozesse entwickeln, , , ,
Prozess: Leistungsprozess\ Innovationen managen, , , ,
Verfasst: Nicole Pillana
Überprüft: Norbert Maleschitz 05.08.2008, Walter Hinterhölzl 25.08.2008, 25.08.2008, , , ,
Freigegeben: Thomas Bawart 28.08.2008

CONFIDENTIALITY AGREEMENT

The following shall be taken as agreed between

Banner GmbH
Salzburger Strasse 298
A-4021 Linz

subsequently referred to as Banner

and

Y

subsequently referred to as Y

1. Banner is concerned with the development of lead-acid batteries and their related components. National and international patent and utility model registrations are foreseen in this connection.
2. Subject to the maintenance of secrecy, Banner will provide Y with information, know-how and, if required, samples (prototypes) relating to company developed products for the exclusive purpose of testing. Any other form of use or manipulation of the samples (prototypes) shall be strictly forbidden.
3. Y recognises that all rights appertaining to the information, know-how and samples (prototypes) made available by Banner, shall remain the exclusive property of the latter.
4. Y undertakes to maintain strict secrecy and to use the information, know-how and samples (prototypes) only in line with the stipulations contained in Art. 2 of this agreement. Y also agrees not to pass on the aforementioned items to third parties, or to use them for third party or own purposes under any circumstances, and to oblige its employees to also adhere to these requirements.
5. Inventions or patents and other property rights relating to the information, know-how and samples (prototypes) shall remain the exclusive property of Banner irrespective of when or by whom they are made or established.
6. With regard to property right registrations relating to knowledge derived from the information, know-how and samples (prototypes) provided by Banner, Y shall refrain from asserting any claims to rights against Banner, especially with regard to prior use.

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|  | Formular elektronisch CONFIDENTIALITY AGREEMENT | Code: FOe_0019 Version: 1.0 |
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7. During the contractual relationship, the contractual partners undertake a mutual obligation not to recruit and/or employ any member of the workforce of the other contractual party, who during the past 24 months prior to the signing of this agreement was employed by one of the contractual partners and is active within the framework of this co-operation.

In the event of one of the contractual partners contravening this article of the agreement, the contractual partner in breach of agreement shall undertake to pay the other contractual partner a contractual penalty amounting to twice the yearly salary of the recruited/employed person within two weeks of having received a written demand.

8. This confidentiality agreement shall take effect on the day of signature and an unlimited obligation to secrecy shall remain in force beyond the co-operation period.

9. Through the conclusion of this confidentiality agreement and/or the provision of information, know-how and samples (prototypes), Banner shall not allocate Y any property, licence, construction, usufruct or other rights. Moreover, neither of the contractual parties shall be subject to a right or obligation to the conclusion of contracts, especially with regard to supply, co-operation or testing.

10. Following the termination of this agreement or the co-operation, whenever requested, Y is obliged to return immediately all information, whether written or registered in another form (including copies), and models received, or upon a demand from Banner, to destroy the same and provide Banner with evidence to this effect. All electronically stored data shall be erased in such a manner that it cannot be reconstituted.

11. Austrian law shall apply to this agreement. It is agreed that the commercial court in Linz shall serve as the legal seat.

12. No supplementary agreements have been reached. Alterations and supplements to this confidentiality agreement must be made in writing.

....., on
(Place, date)

.....
Y

....., on
(Place, date)

.....
Banner GmbH