



AGREEMENT for CUSTOMER-PROTECTION and NONDISCLOSURE AGREEMENT

between

AUSTREX Handels-Ges.m.b.h.
Waxenberger Str. 29
A-4181 Oberneukirchen
(shortcut in this contract - AUSTREX)

and

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(shortcut in this contract - SUPPLIER)

The SUPPLIER will not deliver, contact, make acquisition etc. directly or through third parties concerning the clients of AUSTREX. The supplier will keep in secret all information about business to AUSTREX and will not give any information about the business with AUSTREX special about prices, conditions or technical information, to any third party without written agreement of AUSTREX.

This agreement concerns all clients of AUSTREX, in particular that ones, which the supplier get known from meetings, drawings, other paperwork, verbal discussions etc.

The supplier is not allowed, to deliver products or similar ones, which has been delivered to AUSTREX to third parties.

If this agreement is not adhered, the supplier is liable for all damages of AUSTREX. As minimum amount is agreed the turnover of the last 15 months between AUSTREX and his client. In case, that there are involved single products, the turnover of these products is agreed.

If the Supplier gets knowledge of a client of AUSTREX in another way, eg. Documents, drawings, delivery-papers, invoices, verbal or any other way, this agreement is valid. In case, that the supplier doesn't agree with a client, he must convince this with AUSTREX latest 1 week after get this knowledge. In this case, this agreement is only valid for products which has been not delivered until this date of getting the knowledge.

Any change or the cancellation of a client is possible only in written form.

The client will keep all paperwork and documents (eg. Drawings, data-sheets, invoices etc.) in a way, that no third party has a possibility to see, take or get knowledge of the content of it. All paperwork and documents will be kept in a way, that only the employees of the supplier, which are directly involved in the project has a possibility to take a look on it. With all the employees the supplier has to have a nondisclosure agreement like this. (which are able to take a look on the papers or documents) If this agreement is not kept, the supplier is obliged to pay for each case an amount of min. EUR 5.000,00. If AUSTREX has a bigger damage, the supplier will in any case pay this higher damage to AUSTREX. (In particular penalties against clients (of AUSTREX))

Both partners are obliged to make agreements like this with their employees, sub-contractors or any third party, which could get information concerning the business between the supplier and AUSTREX. This is valid also if this is not mentioned in the agreement to be allowed to give information or documents to third parties in the future. In any way is a written confirmation necessary.

In any case the client will reimburse AUSTREX in case of not keeping any of the points of this agreement or the hole contract and will pay any damage which comes up due to not keeping this contract.

A written confirmation to give information or papers, docs etc.to a third party is only valid for persons or companies named with name and contact datas in written form. Also for single products they must be mentioned in written form. Never it can be a general permission.

All matters concerning this agreement have to be solved by Austrian law and with the jurisdiction of the adress of AUSTREX.

date:

AUSTREX

SUPPLIER

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