



Non-Disclosure Agreement

awitgroup ag provides:

Firstname: _____ Surname: _____ Company: _____

Street: _____ Postcode: _____ Town/city: _____

Telephone: _____ E-mail: _____

(hereinafter 'prospect') with information on companies (hereinafter 'companies'), in particular with respect to the business operations and the financial situation of the companies (hereinafter 'proprietary information') in view of a potential acquisition of the companies (hereinafter 'proposed transaction').

The signatory would like to receive information on the following company/mandate:

Reference-No.: _____

The prospect undertakes:

1. to observe the strictest confidentiality with regard to information that becomes known within the framework of the proposed transaction, even after such information has been returned;
2. to use proprietary information with regard to the business and to the documentation exclusively in order to assess the project and not to pass such information on to a third party;
3. not to contact or carry out direct contract negotiations with the vendor of a company, nor with his employees, customers, suppliers or lessors without the written consent of awitgroup ag;
4. to return the proprietary information made available in written or electronic form to awitgroup ag upon request within the framework of the technical and legal possibilities; the aforementioned commitments shall remain in force even thereafter;
5. to ensure that the aforementioned items are also adhered to by employees and consultants he has called in. Proprietary information in this context shall be all business, technical, financial or other information on companies, which is provided to the prospect in view of a proposed transaction. Such information, which is already public knowledge or which becomes public knowledge without violation of the aforementioned items, or which is made public by a third party without violation of a confidentiality obligation, shall be considered as not confidential. Similarly, information already available in marketing or promotional material shall not be considered as confidential, either.

The obligation to confidentiality in each case ends 18 months after each respective item of confidential information has been rendered. Any amendments or changes to this agreement must be made in writing. The same applies for the rescission of the written form requirement itself, stating the reason. Should individual provisions of this agreement be or become invalid or unenforceable, this shall not affect the other provisions of this agreement. The invalid or unenforceable provision shall be replaced by such a valid and enforceable provision as agreed, which best reflects the economic intention and purpose of the invalid or unenforceable provision. The same applies in case of a loophole.

Place: _____ Date: _____

Name: _____ Signature: _____