

# Non-Disclosure Agreement

Company  
Adress

– hereinafter referred to as the “Disclosee” –  
hereby concludes the following Agreement, on its own behalf and on behalf of its affiliates and legal successors, with

Netz Niederösterreich GmbH  
2344 Maria Enzersdorf, EVN Platz,  
Austria

– hereinafter referred to as “Netz NÖ” –

## 1 Subject-matter of the Agreement

With respect to any and all information (in particular data, intellectual property, documents, other items, etc.), hereinafter referred to as “Information”, that Netz NÖ makes accessible to the Disclosee in whatever form (written, oral, digital, analogue, etc.), the Disclosee undertakes

- to keep such Information strictly confidential,
- not to disclose such Information to third parties (including subcontractors) without the express consent of Netz NÖ,
- to use such Information only for the agreed purposes, and
- to return or delete such Information upon Netz NÖ’s request, unless such Information is – other than through a breach of this Agreement – already known to the Disclosee or the general public or has been disclosed by a third party.

Notwithstanding the above, the Disclosee is authorised to disclose such Information

- to its statutory executive bodies,
- to employees who are required to deal with the matter at hand,
- to courts of law and authorities entitled to request such Information.

The Disclosee explicitly acknowledges that Information disclosed by Netz NÖ may constitute a trade secret within the meaning of the Austrian Federal Act against Unfair Competition (*UWG – Bundesgesetz gegen den unlauteren Wettbewerb*).

## 2 Protection of personal data

The Disclosee has its registered office in the European Union and is exclusively subject to the European provisions and/or national statutory provisions of a member state of the European Union in terms of data protection and privacy.

The Disclosee undertakes to comply with the following obligations regarding the use of personal data:

- such data shall only be used within the framework of the orders of Netz NÖ; in particular, any transmission of the data used without an order of Netz NÖ is prohibited;
- all the data protection measures required pursuant to the applicable provisions under privacy law (in particular the GDPR) shall be taken; in particular, only those employees who have been committed in writing to data secrecy by the Disclosee or who are subject to statutory non-disclosure obligations may be involved in the contractual performance;
- subcontractors, if any, shall only be involved with Netz NÖ’s express consent, and such subcontractors shall in any case be companies whose registered office is located within the European Union;
- such data shall only be processed and used on the territory of the European Union, and must not be transferred to a third-party country without Netz NÖ’s express consent;
- the necessary technical and organisational prerequisites for the fulfilment of Netz NÖ’s obligations pursuant to Art. 12 et seq. GDPR shall be established in mutual agreement with Netz NÖ;
- upon completion of the work, all the processing results and documents containing personal data shall be handed over to Netz NÖ or either stored or destroyed in accordance with Netz NÖ’s instructions;
- any information required to monitor compliance with the above-mentioned obligations shall be provided to Netz NÖ.

## 3 General provisions

This Agreement shall be governed by Austrian law, with the exception of any conflict-of-laws rules under private international law referring the matter to a foreign jurisdiction and the United Nations Convention on the International Sale of Goods. The Commercial Court Vienna (Handelsgericht Wien), Austria, shall have exclusive jurisdiction to settle any dispute out of or in relation to this Agreement.

Any amendment of the present Agreement requires the written form. This also includes any waiver of the requirement of the written form.

Place/date

Authorised signature

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