

APPLICATION OF THE LINDNER NON-DISCLOSURE REGULATIONS

1. The parties, being on the one side the supplier, and on the other LIMA Holding GmbH and LINDNER-Recyclingtech GmbH (both hereby abbreviated as LINDNER), intend to enter into a business relationship, the execution of which requires the exchange of information throughout the duration of this relationship and also prior to its initiation.
2. The subject of these non-disclosure regulations is all information of any kind - in particular that of a technical or commercial nature - that LINDNER and/or its customers and other business partners provides or discloses to the supplier during or in relation to the initiation, conclusion and/or fulfilment of the planned business relationship, information that is or has been provided or otherwise been made accessible by LINDNER, its customers or other business partners of LINDNER to the supplier, or information otherwise provided or made accessible to the supplier in connection with the collaboration or business relationship through any other means. This includes in particular, but is not limited to, the business and trade secrets of LINDNER and its customers and other business partners, technical drawings and documents that have been handed over or made accessible, drawings, information about business documents, all know-how, as well as company-related data, etc. Only generally known information that is accessible to everyone and information that reflects generally known technical and technological standards is not covered by these regulations.
3. The supplier is to declare all such information as described under point 2 that is currently at their disposal. It is expressly agreed that all information described under point 2 is subject to the provisions of this regulations.
4. The supplier undertakes to maintain the strictest secrecy and confidentiality regarding all matters and information described under point 2, regardless of whether such are considered business and trade secrets in the traditional sense. Disclosure to third parties, whether natural or legal persons, is expressly prohibited unless LINDNER has given its express prior written consent. This duty of confidentiality applies without any limitations whatsoever.
5. The supplier's duty of confidentiality also applies without limitation to its own employees and other involved parties, as well as to companies in which the supplier has a direct or indirect interest.
6. As an exception, disclosure to employees is permitted, provided they have committed themselves to written non-disclosure regulations as equally exhaustive as that agreed here, insofar as the disclosure of the information is necessary to fulfil the cooperation outlined in point 1 of the contract.
7. The supplier further undertakes not to use the information obtained in connection with the present collaboration in accordance with point 1 for projects other than those commissioned by LINDNER or to exploit it in any other way without the express prior written consent of LINDNER, or to permit, promote or support any exploitation by a third party in any way whatsoever.
8. In the event of cessation of the collaboration, the supplier undertakes to return all information to LINDNER in full after the collaboration has ended and upon request from LINDNER, or to destroy it according to LINDNER's instructions. This includes all documents in paper form, information stored on data carriers, and information contained or transmitted on other carrier media that the supplier has received from LINDNER or that has otherwise come into their possession. The supplier is expressly prohibited from making copies, printouts, duplicates or other reproductions of information, in whatever form, or transferring such to a data-carrying medium without prior consent. Any copies, transcripts, transfers to data-carrying media, etc. are also included in this obligation to return or destroy information. Automatically created data backup copies are excluded from this, however.
9. This duty of confidentiality from the supplier is valid for an unlimited period of time and begins with the establishment of the business relationship. It therefore applies not only for the duration of the collaboration, but also continues to be valid for an unlimited period after termination. Any right to a unilateral termination of these non-disclosure regulations is mutually, expressly and indefinitely excluded. Any other extraordinary right of dissolution is also mutually waived for an unlimited period of time, to the extent that is legally permissible.
10. In the event that these non-disclosure regulations are violated by one of the supplier's employees or other persons involved, the supplier is to be held liable as if they themselves had violated these regulations. In the event that the information subject to this non-disclosure regulation disclosed to third parties, or that this information is published or used in any way contrary to these regulations, the supplier is liable for this indiscretion, publication or use, regardless of the party who misuses it, if they are unable to prove that the indiscretion, publication, exploitation, etc. was not carried out by themselves or by third parties for whom they bear responsibility within the meaning of these regulations. If the supplier fails to provide this proof, it is hereby agreed that they will be liable for the indiscretion, publication, exploitation, etc., in the same way as if they were to have done this themselves.
11. In the event that the supplier, or a third party for which the supplier bears liability, violates one or more of the obligations set out in these regulations according to civil law or the provisions of these non-disclosure regulations, it is agreed that the supplier foregoes their

right to judicial mitigation, and that a contractual penalty of €50,000.00 per violation must be paid. LINDNER's right (in the event of an intentional breach of the contract by the supplier) to assert additional claims for damages remains unaffected by the payment of this contractual penalty.

12. Should a provision of these non-disclosure regulations be or become wholly or partially ineffective or unenforceable, this will not affect the effectiveness and implementation of all other provisions of these non-disclosure regulations. The ineffective or unenforceable provision must be replaced by an effective and enforceable provision that comes closest to the economic purpose pursued by the parties through the provision rendered ineffective or unenforceable.
13. Any challenge to these non-disclosure regulations on the basis of error, loss of the basis for business, or any other reason is mutually waived. These waivers are hereby mutually accepted by the parties to these non-disclosure regulations.
14. With regard to these regulations and the cooperation described under point 1, the parties to these non-disclosure agreements expressly agree that the law of the Republic of Austria applies, with the exception of conflict of law rules and the United Nations Convention on the International Sale of Goods.
15. The exclusive place of jurisdiction is the relevant court in Klagenfurt. Alternatively, LINDNER is entitled to choose the registered office of the supplier as the place of jurisdiction (place of jurisdiction at the registered office of the defendant).
16. In addition, LINDNER is entitled to a final decision for all disputes arising from or in connection with a contract concluded between LINDNER and the supplier by appealing to an arbitration tribunal in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC), overseen by one or more arbitrators appointed in accordance with these rules. Such arbitration proceedings will take place at the seat of the arbitration court in Vienna.