



Non-Disclosure Agreement

1.

Schmid Schrauben Hainfeld

Landstal 10

A-3170 Hainfeld

ATU18713701, FN 97084x

and

2.

Emmegi Zincatura S.r.l.

Via Enrico da Fiume, 16

33080 Fiume Veneto (Pordenone)

Italy

have entered into the following agreement:

1. The parties to the agreement undertake that they will treat all discussions and the contents of these, in particular certificates, as confidential. Both parties acknowledge that all information disclosed within the framework of such discussions is classified as company secret and is the property of the respective other party.
2. Both parties to the agreement undertake that they will keep all information on the respective other party received as a result of this business relationship secret indefinitely. This shall continue to be valid even after termination of this cooperation. Aside from business and organisational processes, this applies in particular to all information that is identified as confidential or is recognisable as company or business secret or as know-how. The parties shall not produce any records unless where necessary to achieve the purpose. Transfer to and

information of third parties or any other type of disclosure shall be subject to authorisation in writing by the respective other party to the agreement.

3. The parties to the agreement shall keep any business and company documents they received in such form that these cannot be inspected by third parties. This shall also apply to any other written records and to documents and software that relate to the affairs of the parties to the agreement and their customers.
4. Following termination of the business relations, or respectively following termination of contract negotiations, the parties to the agreement shall return all business and company documents immediately to the other party upon request. The parties shall not be entitled to any right of retention – for whatsoever reason – with regard to these documents.
5. The interlocutors of the parties undertake that they will only inform any employees not involved in the discussions on the content of the discussions where this has been agreed with and authorised in writing by the other party to the agreement. Both parties to the agreement shall ensure that such group of persons shall also observe the confidentiality of the persons and contents of discussions.
6. The obligations to maintain secrecy according to this agreement shall not apply if and insofar as the corresponding information
 - a) is publicly known, or
 - b) has become publicly known without any violation of the obligations contained in this agreement by the receiving party, or
 - c) has been obtained legitimately from a third party or is already available at the receiving party, as can be proven.The party invoking any of these exceptions must provide proof in this regard.

In addition, the obligations to maintain secrecy shall not apply towards the subsidiaries of the company Schmid Schrauben Hainfeld.

7. In addition, the parties undertake that they will not analyse any samples received from the other party with the aim of determining the composition or manufacturing method of these, unless the parties to the agreement have expressly agreed to this in writing beforehand.
8. For each case of violation of this non-disclosure agreement, the parties involved may demand payment of a penalty amounting to EUR 100,000 for each individual case. This penalty shall not be subject to a judge's right to reduce the damages payable. The right to claim any damage beyond this shall not be affected by this provision.

9. Any changes or additions to this agreement must be made in writing. Any changes to this paragraph must also be made in writing.
10. Should individual provisions of this agreement be or become ineffective, the remaining clauses of the agreement shall remain valid. Instead, the parties to the agreement undertake that they will replace the ineffective clause by such effective clause that comes closest to purpose of this agreement.
11. Considering the bidirectional validity of this agreement, it is subject to Austrian laws as far as it is under the jurisdiction of Schmid Schrauben Hainfeld, specularly the same is subject to Italian laws regarding the complaints by Emmegi Zincatura Srl.
12. The competent court is St. Pölten for Schmid Schrauben Hainfeld, the Trieste court for Emmegi Zincatura Srl.

SCHMID SCHRAUBEN HAINFELD
GES.M.B.H.
Schraubenfabrik
A-3170 HAINFELD
Schmid Schrauben Hainfeld

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Emmegi Zincatura S.r.l.

