

## NON-DISCLOSURE AGREEMENT

concluded between

1. .... GmbH  
CRN.: .....  
1010 , .....  
(hereinafter referred to as the **SELLER**)

and

2. ....,  
(Company Name, Address), registered in .....  
(Commercial Register) under No. .... (Company Registration  
Number), represented by .....  
(hereinafter referred to as the **PROSPECTIVE BUYER**)

Each of the undersigned, individually referred to as a PARTY and collectively as the PARTIES,  
hereby agree as follows:

### I. PREAMBLE

1. The SELLER is the owner of the property registered in land register EZ ....., registry ....., located at ....., on which the SELLER plans to develop and construct a residential real estate project (the PROJECT) and intends to sell said PROJECT in the future. The PROSPECTIVE BUYER intends to enter into negotiations with the SELLER regarding the potential acquisition of the PROJECT.
2. The transmission of documents to the PROSPECTIVE BUYER is subject to the execution of this Non-Disclosure Agreement.
3. The purpose of this Non-Disclosure Agreement is to ensure the confidentiality of all information disclosed or otherwise made available to the PROSPECTIVE BUYER in the course of these negotiations, as well as any documents handed over or accessible (hereinafter referred to as CONFIDENTIAL INFORMATION), and to control and protect against any unauthorized disclosure of such confidential information.



## **II. CONFIDENTIALITY OBLIGATION**

1. CONFIDENTIAL INFORMATION includes all business, financial, operational, organizational, and technical information, contracts, documents, communications, data, analyses, studies, and results provided by the SELLER or its representatives, or by other persons (e.g., auditors, legal counsel, corporate or financial advisors). This applies to information disclosed in written, oral, or electronic form. Such information is provided in particular for the purpose of assessing and presenting the economic and legal situation of the PROJECT, its business environment and its technical conditions.
2. The PROSPECTIVE BUYER agrees to treat all CONFIDENTIAL INFORMATION as trade and business secrets of the SELLER or of any related entity or affiliated company of the SELLER, in accordance with § 228 of the Austrian Commercial Code (UGB), or of its shareholders (collectively referred to as the PROTECTED ENTITIES), and to maintain strict confidentiality. The PROSPECTIVE BUYER shall exercise sufficient control over the CONFIDENTIAL INFORMATION to protect its confidentiality. This obligation applies to any individual or legal entity, including companies affiliated with the PROSPECTIVE BUYER.
3. This confidentiality obligation is valid for an indefinite period or until the SELLER explicitly releases the PROSPECTIVE BUYER in writing.

## **III. USE OF CONFIDENTIAL INFORMATION**

1. All documents, data, records, and any form of data carriers provided to or made accessible to the PROSPECTIVE BUYER remain the property of the SELLER or the PROTECTED ENTITIES and may be used exclusively for the purpose of evaluating the PROJECT and deciding whether to acquire it. This also applies to any notes or records the PROSPECTIVE BUYER creates during the assessment of the PROJECT. CONFIDENTIAL INFORMATION may not be used, directly or indirectly, for any other purpose.
2. All documents, data, records, data carriers, and notes must be carefully stored by the PROSPECTIVE BUYER to prevent access by third parties. Upon request of the SELLER, or no later than upon the termination of negotiations, regardless of the party or reason for termination, these materials must be returned without delay, without retaining any copies in any form, and at no cost to the SELLER. Upon request, the PROSPECTIVE BUYER must confirm in writing within five business days that all electronically stored data has been deleted. Despite the return or destruction of the CONFIDENTIAL INFORMATION, the PROSPECTIVE BUYER remains bound by this agreement.
3. For clarification, the SELLER is under no obligation to enter into any transaction, and the PROSPECTIVE BUYER cannot derive any claims from this agreement or from conducting a due diligence review of the PROJECT.

#### **IV. EMPLOYEES, ADVISORS, AND THIRD PARTIES**

1. The PROSPECTIVE BUYER guarantees that its employees involved in the process will comply with the same confidentiality obligations.
2. The PROSPECTIVE BUYER is obligated to inform all persons to whom it discloses CONFIDENTIAL INFORMATION about the contents of this Non-Disclosure Agreement and the confidentiality requirements.
3. The PROSPECTIVE BUYER may not disclose CONFIDENTIAL INFORMATION to third parties (e.g., auditors, attorneys, corporate or financial advisors) without the prior written consent of the SELLER and the signing of a confidentiality agreement to be provided to the SELLER in advance.
4. In the event of a breach of this agreement by any person to whom the PROSPECTIVE BUYER has disclosed confidential information, the PROSPECTIVE BUYER shall be liable as if it had committed the breach itself.

#### **V. CONFIDENTIALITY OF THE NEGOTIATIONS**

1. The Parties agree to keep confidential the fact that negotiations are taking place, their contents, as well as the purpose, nature, and objectives of the review.
2. Any disclosure to third parties, particularly any announcements regarding this agreement, its subject matter, the ongoing negotiations, or press releases (e.g., concerning the successful conclusion of negotiations), is prohibited without the prior written consent of the SELLER, unless such disclosure is required by law.

#### **VI. PUBLICLY KNOWN INFORMATION**

1. The confidentiality obligation does not apply to information that is already publicly known or was lawfully known to the PROSPECTIVE BUYER prior to disclosure. The burden of proof for this lies with the PROSPECTIVE BUYER.



## **VII. LIABILITY**

1. The PROSPECTIVE BUYER shall indemnify and hold harmless the SELLER and the PROTECTED ENTITIES against any damage arising from a breach of this agreement attributable to the PROSPECTIVE BUYER. The PROSPECTIVE BUYER further undertakes to take all security measures that can reasonably be expected from a prudent businessperson to fulfill the obligations under this agreement.
2. The PROSPECTIVE BUYER acknowledges that the SELLER and the PROTECTED ENTITIES make no express or implied representations, warranties, or guarantees regarding the accuracy or completeness of the CONFIDENTIAL INFORMATION. Any liability in connection with the CONFIDENTIAL INFORMATION, including potential errors or omissions, is excluded. The PROSPECTIVE BUYER further confirms that it is not entitled to rely on the accuracy or completeness of the CONFIDENTIAL INFORMATION.
3. No rights or claims may be derived from the provision of information, especially not concerning the obligation to conduct negotiations or conclude contracts. All expenses related to the review of the CONFIDENTIAL INFORMATION are borne by the PROSPECTIVE BUYER.

## **VIII. APPLICABLE LAW AND JURISDICTION**

1. This agreement is governed exclusively by Austrian law, excluding its conflict-of-law provisions.
2. The exclusive place of jurisdiction shall be the competent court in Vienna.



## IX. FINAL PROVISIONS

1. Amendments and supplements to this Non-Disclosure Agreement must be made in writing. This also applies to any waiver of the written form requirement.
2. If any provision of this Non-Disclosure Agreement is or becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original economic intent. The same applies to any gaps in this agreement.

Vienna, .....

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SELLER

.....,

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PROSPECTIVE BUYER

