

- CONFIDENTIAL -

**Marx Halle reloaded – interested parties' competition**

User\*

Operator\*\*

Investor\*\*\*

*Please tick as appropriate*

\*In Stage 1 of the competition, **users** from a variety of sectors are sought who are interested in renting areas of 2,500 m<sup>2</sup> or more and want to be part of the creation of an urban centre in the Marx Halle, such as users from the creative, restaurant and catering, sports and leisure sectors.

\*\*In Stage 1 of the competition, also **operators** are sought who combine several users of a sector or a use segment (e.g. start-ups or service providers) and submit a proposal as a general tenant for one or several partial areas – possibly also with investment of own capital.

The users and operators submitting a proposal in Stage 1 are evaluated by an expert jury to assess their capability of contributing to the vitalization of the area. Based on this evaluation, the jury recommends interested users and operators for consideration in Stage 2 of the competition (investor selection).

\*\*\*Parallel to the search for users and operators, Stage 1 also already includes an invitation of **investors** to express their interest in implementing and financing an overall concept for the Marx Halle. The user and operator proposals recommended by the jury are made available to interested investors in Stage 2 in which the interested investors are asked to propose an overall concept to be realized by them.

**Marx Halle reloaded, Karl-Farkas-Gasse 19 in 1030 Vienna, Austria  
Non-Disclosure Agreement**

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**Non-Disclosure Agreement**

I/we (the "**Interested Party**")

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(Firm/name of Interested Party; date of birth, commercial register no.)

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(Address for service of the Interested Party)

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(Email address of the Interested Party)

represented by  
Ms/Mr

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herewith covenant with

WSE Wiener Standortentwicklung GmbH (the "**Organizer**")

as follows:

I/we have been informed that Immobilienentwicklung St. Marx GmbH (the "**Owner**"), a subsidiary of WSE Wiener Standortentwicklung GmbH, is searching for investors, operators and users for the Marx Halle (former Rinderhalle), Karl-Farkas-Gasse 19, 1030 Vienna, Austria (the "**Property**"); the search is conducted through a structured competition procedure and the aim is the implementation of customized concepts in the Marx Halle (the "**Project**"). As part of the preparation of the participation in the competition, I/we as a party interested in the Project will, after execution of this Non-Disclosure Agreement, receive detailed information about the Property and explanations on the planned procedure so as to allow further evaluation. Such information and any and all further documents and other written and/or verbal information I/we receive or will receive in the future in connection with the evaluation of the Property are hereinafter referred to as "**Confidential Information**". For the purposes of this Non-Disclosure Agreement, "**Unauthorized Third Party**" shall mean any person other than the Interested Party except those persons for whom it is in my/our interest that they have access to the documents so as to review the same (lawyers, accountants, tax advisors and other consultants), provided it can be demonstrated that prior to the disclosure of any Confidential Information such persons have signed a written agreement to be bound by all obligations under this Non-Disclosure Agreement.

**Marx Halle reloaded, Karl-Farkas-Gasse 19 in 1030 Vienna, Austria  
Non-Disclosure Agreement**

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With this Non-Disclosure Agreement, which serves for the protection of the parties, I/we commit to the Organizer and the Owner

- 1. to treat the contents of this Agreement as confidential and not to disclose the same to any Unauthorized Third Party
- 2. to observe strict secrecy of all Confidential Information and not to disclose the same to any Unauthorized Party and to ensure that any Confidential Information made available to the Interested Party cannot get into the hands of any Unauthorized Third Party
- 3. not to reproduce or pass on any Confidential Information or part thereof or make the same available in any other way for subsequent reproduction or disclosure (e.g. by scanning)
- 4. to use the Confidential Information exclusively for the purpose of evaluation in connection with the Project and not to use the same or make the same available for any other own purposes or the purposes of any third party in any form whatsoever.

I/we agree to return or furnish proof of the destruction of any and all documents containing Confidential Information made available to me/us within seven days of receipt of a corresponding request.

I am/we are aware that using the Confidential Information made available to me/us for any other purposes is illegal and that any other use or exploitation of the Confidential Information in violation of this Non-Disclosure Agreement will result in injunctive relief and claims for damages against me/us.

The duty to observe secrecy under this Non-Disclosure Agreement shall not be applicable vis-à-vis public authorities or courts to which I am/we are legally obliged to provide information; it shall likewise not be applicable to the extent disclosure is mandatory under legal provisions, including but not limited to tax law provisions (provided that in any such case, disclosure shall be limited to what is absolutely necessary). Prior to any passing on or disclosing any Confidential Information or, if that is not possible, without delay after such passing on or disclosure, I/we shall fully inform the Organizer thereof in writing.

The obligations under this Non-Disclosure Agreement shall become binding on the Interested Party upon execution of this document. This Non-Disclosure Agreement shall be governed by Austrian law. Venue for any disputes shall be by the courts having subject matter jurisdiction for the Innere Stadt district of Vienna. No modification of or amendment to this Agreement shall be valid unless made in writing, including any waiver of this written form requirement. Should any provision of this Non-Disclosure Agreement be or become invalid, this shall not affect the validity of the remaining provisions which shall remain in full force and effect.

\_\_\_\_\_, this  
(place) (date) (legally binding signature)