

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into this day of (the "Effective Date")

between:

1. **push 4 impact GmbH**
Basler Strasse 64-66
79100 Freiburg im Breisgau
- hereinafter referred to as "p4i" –

on the one hand, and

2. Person, Company Name plus legal form

- hereinafter referred to as "**Partner**" -

on the other hand;

both, **p4i** and Partner also jointly referred to as the "**Parties**" and individually as a "**Party**".

For the purpose of evaluating the feasibility of a possible business relationship of Partner and/or Partner's Authorized Participants (as defined below) concerning and for the purpose of the possible relationship that might follow the said evaluation between Partner, **p4i** and/or **p4i**'s Authorized Participants (the "**Purpose**"), it is anticipated that the Parties will disclose to each other non-public technical and/or commercial Confidential Information (as defined hereafter). In order to ensure that said Confidential Information is kept confidential, the Parties have agreed to the following terms and conditions.

1. **“Confidential Information”** shall mean all information and data, including, but not limited to, any kind of business, commercial or technical information and data disclosed between the Parties in connection with the Purpose, irrespective of the medium in which such information or data is embedded and which, (i) when disclosed in tangible form or via electronic communication (including internet based provision of information), are marked ‘Confidential’ or similarly indicated by the **“Disclosing Party”** (the Party disclosing Confidential Information to the respective other Party) or, (ii) when disclosed orally or visually, are identified as such prior to disclosure and summarized in writing by the Disclosing Party and said summary having been given to the **“Receiving Party”** (the Party receiving Confidential Information from the Disclosing Party) marked ‘Confidential’ or similarly indicated within thirty (30) days after such disclosure. In case of disagreement relating to the summary, the Receiving Party must present its objections to the summary in writing within fourteen (14) days of receipt. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof. Confidential Information shall also include such information disclosed by the Parties to each other that is not explicitly identified as ‘Confidential’, but that is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgement, to be confidential.
2. In consideration of and subject to the terms of this Agreement, the Receiving Party shall keep the Confidential Information received from the Disclosing Party confidential and shall:
 - a) protect and keep in strict confidence and not disclose, disseminate or publish the Confidential Information and use the same degree of care as it uses to protect its own confidential information of a similar nature but in no event any less degree of care than reasonable care;
 - b) only disclose the Confidential Information to and allow it to be used only by those persons within the Receiving Party’s organization who have a need-to-know and solely for the Purpose (and the Receiving Party shall at all times be liable for any such person’s failure to comply with the terms of this Agreement);
 - c) not use the Confidential Information in whole or in part for any purpose other than the Purpose;
 - d) neither disclose the Confidential Information nor cause it to be disclosed - whether directly or indirectly - to any third party;
 - e) not use the Confidential Information for filing a patent application based on or using - in part or in whole - the received Confidential Information, and, if any such patent application is filed, immediately transfer such patent or statutory protection to the Disclosing Party upon its request and without any charge;

- f) only copy, duplicate or otherwise record the Confidential Information, whether in hardcopy form, electronic or any other form, as strictly necessary for the Purpose;
- g) not analyse, disassemble, decompose or reverse engineer software, samples, prototypes or other tangible objects for any other purpose than the Purpose without Disclosing Party's written consent.

The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party to the Receiving Party's affiliates within the meaning of sections 15 et seqq. of the German Stock Corporation Act (the "**Authorized Participants**") and to include the Authorized Participants in the exchange of Confidential Information to the extent required for pursuing the Purpose; provided that the Receiving Party shall be liable to the Disclosing Party for any non-compliance of its Authorized Participant(s) with the confidentiality obligations set forth in this Agreement. For the purposes of this Agreement disclosure by or to an Authorized Participant shall be deemed to be a disclosure by or to the respective Party, as applicable.

3. Information shall not or no longer qualify as Confidential Information from the point in time that such information:
- a) is or becomes publicly available without breach of this Agreement or any other confidentiality obligation;
 - b) was already lawfully in possession of the Receiving Party prior to receipt from the Disclosing Party;
 - c) was or is lawfully received by the Receiving Party from a third party without duty of confidentiality;
 - d) is made available by the Disclosing Party to a third party on an unrestricted, non-confidential basis;
 - e) is independently developed or ascertained by the Receiving Party without use or reference to the Confidential Information;
 - f) is used or disclosed by the Receiving Party with prior written approval of the Disclosing Party.

The Receiving Party shall have the burden of proof that any of the exceptions a) to f) apply. However, Confidential Information shall not be deemed to be within any of the above exceptions merely because they are embraced by more general information that falls under the exceptions of points a) to f). In addition, combinations of information disclosed to the Receiving party shall not be deemed to be within any of the above exceptions because the information falls under the exceptions of points a) to f).

4. The Receiving Party may disclose Confidential Information of the Disclosing Party if the Receiving Party is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that, to the extent permitted by applicable law, written notice of such ruling is given without undue delay to the Disclosing Party so as to give the Disclosing Party an opportunity to intervene and provided further that the Receiving Party uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information which is disclosed in such way must be marked "Confidential".
5. Each Party, to the extent of its right to do so, shall disclose to the other Party only such Confidential Information which the Disclosing Party in its absolute discretion deems appropriate to fulfill the Purpose. Nothing herein shall require or compel the Disclosing Party to disclose particular information, proprietary or otherwise.
6. All documents, drawings, other records, record-bearing media or the like containing or relating to Confidential Information which have been disclosed or handed over to the Receiving Party by the Disclosing Party, together with any copies thereof, shall remain the property of the Disclosing Party and shall, at the written request of the Disclosing Party, be completely returned or destroyed (at the Receiving Party's discretion) no later than fourteen (14) days after receipt of said written request. The Receiving Party shall confirm in writing when it has complied with the requirements of this clause. The obligations of the Receiving Party regarding the return or destruction of Confidential Information shall also apply to all notes, reports, documents or the like made by the Receiving Party in connection with the Confidential Information and to all Confidential Information of the Disclosing Party which is available at the Receiving Party in electronic form or stored on corresponding storage media, respectively.

The provisions of the Receiving Party regarding the return or destruction of the Confidential Information shall not apply to copies of electronically ex-changed Confidential Information made as a matter of routine information technology backup, or to Confidential Information or copies thereof which must be stored by the Receiving Party according to provisions of mandatory law; provided that such Confidential Information or copies thereof shall be subject to a confidentiality obligation according to the terms and conditions set forth herein.

The return or destruction of the Confidential Information shall not discharge the Receiving Party from its confidentiality obligations under this Agreement and the Parties agree that their obligations of confidentiality will continue to apply in accordance with clause 12 of this Agreement.

7. It is expressly understood and agreed by the Parties that the disclosure and provision of Confidential Information under this Agreement by either Party to the other shall not be construed as granting to the Receiving Party any rights, express or implied, by license or

otherwise in respect of the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark, trade secret rights or other intellectual property rights. Any rights to the Confidential Information remain the property of the Disclosing Party. The Disclosing Party reserves the right to file patent applications relating to its Confidential Information. The Receiving Party shall not derive any rights of prior use regarding said patent applications, nor shall the Receiving Party sustain an objection to prior public use.

If an invention relating to the Confidential Information arises from the development activities of the Receiving Party after disclosure of the Confidential Information by the Disclosing Party, the Receiving Party will – in each case - immediately give written notice of such invention to the Disclosing Party.

8. Nothing in this Agreement shall:
- a) be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity or relationship of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein;
 - b) be construed as giving authority to one Party to act on behalf of the other Party with the exception of the obligations contained herein or to incur any debts or liabilities in the name of or on behalf of the other Party or bind the other Party in any respect whatsoever;
 - c) be construed as providing for the sharing of profits or losses arising out of the undertaking of the other Party; or
 - d) be construed as restricting the Disclosing Party from disclosing Confidential Information or entering into any form of agreement with a third party in relation to Confidential Information owned by the Disclosing Party.
9. The Parties agree that any information exchanged under this Agreement is made available "as is" and no warranties are given or liabilities of any kind are assumed with respect to the quality of such information, including, but not limited, to its fitness for the Purpose, non-infringement of third party rights, or its correctness.
10. The Disclosing Party warrants that it has the right to disclose any Confidential Information which it discloses pursuant to this Agreement.
11. The execution, existence and performance of this Agreement shall be kept confidential by the Parties and shall not be disclosed by any Party without the prior written consent of the other Party.

12. This Agreement shall come into force as of the Effective Date and shall automatically expire one (1) year later. Either Party is entitled to terminate this Agreement at any time with or without cause by fourteen (14) days prior written notice to the other party hereto. The rights and obligations of the Parties which have accrued prior to termination or expiration shall, however, survive the termination or expiration of this Agreement for a period of three (3) years.
13. Any dispute, controversy or claim arising under, out of or in relation to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be finally settled by arbitration without recourse to the ordinary courts of law in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The place of arbitration shall be Frankfurt am Main. The number of arbitrators shall be three. The arbitral proceedings shall be conducted in English.

This Agreement and any dispute, controversy or claim arising thereof shall be subject to German law without reference to any of its conflict of law rules.

14. No ancillary verbal agreements have been made. This Agreement may not be modified or amended except by written agreement duly executed by the Parties. This requirement of written form can only be waived in writing.
15. No Party may transfer or assign any right or obligation under this Agreement without the prior written consent of the respective other Party (which consent shall not be unreasonably withheld), unless the assignee or transferee is a successor by merger, transfer, consolidation, acquisition, legal reorganization, sale of assets or purchase of substantially all of the transferor's or assignor's assets related to the subject matter of this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties' permitted successors and assigns.
16. Each Party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a Party warrant(s) that such person(s) have full authorization to execute this Agreement.
17. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations,

commitments, undertakings, communications whether oral or written acceptances, understandings and agreements between the Parties with respect to or in connection with the subject matter hereof.

18. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In place of the invalid or unenforceable provision, a valid provision is presumed to be agreed upon which is closest to the provision actually agreed upon. This shall also apply in case of an omission.

In witness whereof the Parties have hereunder set their signature the day and year written below.

	For and on behalf of	For and on behalf of
	push4impact GmbH	counterparty
Place		
Date		
Signature		
Printed name		
Title		