

**Confidentiality Agreement**

between

(hereinafter referred to as “Partner”)

and

**UnicornPitch**

Söllner Communications AG

Rosenkavalierplatz 5

81925 Munich - Germany

(hereinafter referred to as “**UnicornPitch**”)

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as the "**Agreement**") is made and entered into on (the "**Effective Date**").

**Preamble**

The Parties plan to work on powerpoint presentations provided by the Partner (hereinafter referred to as the "**Project**").

The Parties therefore contemplate to disclose certain information with regard to the Project.

The information disclosed may include certain business and/or technical information which is deemed confidential, secret and/or proprietary.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and to be received, the Parties agree as follows:

**1. Definition of Confidential Information**

"**Confidential Information**" shall mean all information provided by one party to the other

(i) that is by its nature confidential, or

(ii) that is marked as "Confidential" and/or "Proprietary," or

(iii) if delivered orally, with respect to which the disclosing party states at the time of delivery that such information is confidential and/or proprietary or with respect to which the disclosing party confirms in writing that such information is confidential within ten (10) days of disclosure.

**2. Confidentiality Obligation**

Until such time as the Confidential Information is no longer confidential, the receiving party

(i) shall maintain all Confidential Information in confidence,

(ii) shall not disclose any Confidential Information to any third party, and

(iii) shall protect any Confidential Information with the same degree of care as the receiving party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

**3. Disclosure**

3.1 The Parties acknowledge and agree that the receiving party may disclose Confidential Information to such affiliates, employees, consultants or subcontractors (collectively, the "Representatives") who need to know said information in the course of the Project, and represent and warrant that said Representatives will be informed of receiving party's obligations under this Agreement, at the time of such disclosure, and shall be bound by written agreement or otherwise to comply with such obligations.

3.2 Other than referenced above, the receiving party shall only be entitled to deliver Confidential Information to any third party subject to the disclosing party's prior written consent. The third party must agree to be bound by terms and conditions substantially similar to those of this Agreement and the third party must ensure that its employees also agree to be bound by terms and conditions substantially similar to those of this Agreement, before the third party discloses the Confidential Information to such employees.

**4. Use of Confidential Information**

Unless otherwise specified in writing, all Confidential Information (i) shall remain the property of the disclosing party and (ii) shall be used by the receiving party only for the purpose intended by the disclosing party. Such Confidential Information, including all copies thereof and all documents, reports, working papers or other items that incorporate any such Confidential Information, shall be returned to the disclosing party or destroyed upon the earlier of the disclosing party's request or the termination or expiration of this Agreement, and an officer of the receiving party shall certify in writing that the receiving party has so complied.

**5. Exceptions from the Confidentiality Obligation**

The restrictions of this Agreement shall not apply with respect to Confidential Information that

- (i) is known by the receiving party at the time of receipt as evidenced by the receiving party's records; or
- (ii) is or becomes a part of the public domain through no fault of the receiving party; or
- (iii) was or is lawfully obtained by the receiving party from a third party with no restriction on further disclosure, and without breach of this Agreement, as demonstrated by competent evidence; or
- (iv) is shown by competent evidence to have been independently developed by the receiving party; or
- (v) the receiving party is legally compelled to disclose, provided that the receiving party provides the disclosing party with prompt notice thereof so that the disclosing party may seek a protective or other appropriate remedy. In the event that such protective order is not obtained, the receiving party shall only furnish the portion of the Confidential Information which it is legally required by order of a judicial authority or applicable law. The receiving party shall exercise its best efforts to obtain a protective order or other reasonable assurance that the confidentiality of the Confidential Information will be maintained.

**6. No Transfer of Rights**

Except as expressly provided herein, this Agreement shall not be construed as granting or conferring, either expressly or impliedly, of any rights, licenses or relationships by the furnishing of Confidential Information pursuant to this Agreement.

**7. No Warranty**

The Confidential Information is provided "AS-IS". Neither party makes any representation or warranty, express or implied, as to the accuracy, completeness, or non-infringement of the Confidential Information that it provides to the other party.

**8. No legal Obligation**

No legal obligations, rights, relationship or duties shall be construed or inferred from the entering into this Agreement other than as expressly set forth herein.

**9. Term and Termination**

- 9.1 This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for the duration of the project, unless terminated earlier by either party by a thirty (30) days' prior written notice to the other party.
- 9.2 However, termination or expiration of the term of this Agreement shall not relieve the receiving party of any obligations set forth in Section 2 or Section 4 with respect to Confidential Information, and all such obligations shall continue for a period of further two (2) years after the termination or expiration of the term of this Agreement.

**10. Injunction Relief**

Disclosing party may sustain irreparable harm by a breach of this Agreement by receiving party for which money damages would not be an adequate remedy. Receiving party therefore agrees that, in the event

of a threatened or a breach of this Agreement, disclosing party will be entitled, without prejudice to all other available remedies, to immediate injunctive or other equitable relief. The protections afforded to the Confidential Information under this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets laws.

**11. Miscellaneous**

- 11.1 This Agreement and its modifications shall be in writing and signed by both Parties.
- 11.2 This Agreement shall be governed by the applicable laws and statutes of the Federal Republic of Germany without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- 11.3 The Parties hereby submit to the jurisdiction of Munich.
- 11.4 If any provision of this Agreement is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The Parties agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision which most closely approximates the intent and economic effect of said invalid and/or unenforceable provision.

Munich, 1<sup>st</sup> of January 2020



---

Partner

---

Söllner Communications AG