

## CONFIDENTIALITY AGREEMENT FOR THE USE OF WE.INVENT (EDISON365)

This Confidentiality Agreement (“**Agreement**”) is entered into by and between

**MM Service GmbH**  
**Brahmsplatz 6**  
**A-1040 Wien**

(hereinafter referred to as a group including all its Affiliates as “**MM**”), on the one hand, and an external party that is allowed to use MM’s Ideation Platform we.invent (Edison365)

(hereinafter referred to as “**User**”), on the other hand.

User and MM shall also be referred to as “**Party**” or “**Parties**” in this Agreement.

### **1. The Purpose**

- 1.1. By using MM’s Ideation Platform we.invent (Edison365), User will get access to MM’s Confidential Information (as defined below) to enter own ideas and submit them to MM (hereinafter referred to as the „**Project**“).
- 1.2. The Parties have expressed their concrete and sincere interest in pursuing and further structuring the Project. In the course of the preparation, evaluation and exploitation of the respective interests in pursuing the Project, it may be required to exchange Confidential Information (“**Designated Purpose**”).
- 1.3. To this end, and for the purpose of maintaining strictest confidentiality of such Confidential Information, User herewith enters into this Confidentiality Agreement subject to the following conditions.

### **2. Definitions**

In addition to the terms already defined in the Agreement, the following terms shall have the following meanings ascribed to them:

- 2.1 **Affiliate:** a corporation, company, partnership or other organization which directly or indirectly Controls, is Controlled by or under common Control with the company in question;
- 2.2 **Control:** the ownership of at least 50% of the voting shares or the possession, directly or indirectly, of the power to direct the management and policies of that corporation, company, partnership or other organization by contract or otherwise.
- 2.3 **Confidential Information:**
  - 2.3.1 the fact of the Project as well as its nature, terms, motive, progress and status;
  - 2.3.2 the fact or contents of any discussions, negotiations or agreements or contracts which are concluded or are in preparation or planned in relation to the Project;
  - 2.3.3 any and all information, documents, samples, models, plans, drawings products, experiences, formulas, equipment, processes, methods and other technical or commercial know-how relating to the Disclosing Party or contracting parties of the Disclosing Party which is obtained by or provided to the Receiving Party by any way of means, i.e. whether orally, visually or in writing;

- 2.3.4 any and all information or knowledge, e.g. notes, analyses, compilations, studies or other documents containing, regarding, reflecting or otherwise derived from information as mentioned in 2.3.3
- 2.4 **Disclosing Party:** MM (and for the avoidance of doubt, including its Affiliates);
- 2.5 **Receiving Party:** User;
- 2.6 **Representatives:** respective directors, officers and employees or agents of either Party respectively;
- 2.7 **Consultants:** advisors, consultants, financing banks or other financial institutions, legal advisors, accountants, auditors representing either Party respectively;

### **3. Confidentiality**

- 3.1 The Receiving Party acknowledges and hereby guarantees to keep any Confidential Information in strict confidence and protect such Confidential Information against any unauthorized disclosure.
- 3.2 To this end, the Receiving Party shall guarantee to
  - 3.2.1 use Confidential Information solely as necessary and within the scope of the Designated Purpose;
  - 3.2.2 share Confidential Information with its Affiliates, Representatives or Consultants exclusively on a need-to-know basis depending on the requirements of the current stage of the Project and who are in advance made aware of and are contractually bound to adhere to the terms of this Agreement;
  - 3.2.3 not disclose Confidential Information to any third party that is not either one of the Parties, its Representatives or Consultants;
  - 3.2.4 not disclose any Confidential Information to the public or include in public announcements (irrespective of the type of medium) unless specifically agreed upon and confirmed in writing by the Disclosing Party;
  - 3.2.5 protect and store Confidential Information in a manner which prevents such unauthorized access;
  - 3.2.6 not analyze Confidential Information in order to identify its function and composition, unless such analysis is required for the Project and within the Designated Purpose or prior approved by the Disclosing Party;
- 3.3 In the event the Receiving Party is required by mandatory law, a court order of competent jurisdiction or any order of competent judicial, governmental or regulatory body to disclose Confidential Information, it shall without delay pass on such order to the Disclosing Party before any Confidential Information is disclosed and it shall co-operate with the Disclosing Party to the extent reasonable requested in order to ensure to mitigate the extent of or avoid the requirement for any such disclosure.
- 3.4 The guarantees defined in section 3.2 do not encompass Confidential Information that
  - 3.4.1 is or has become publicly known later without a breach of the Agreement; or

- 3.4.2 was in the possession of or becomes / became available from a third person who was lawfully in possession thereof and had a lawful right to disclose it to the general public without a connection to the Project; or
- 3.4.3 have been or will be developed autonomously and independently from the transmission of the Confidential Information or without the use of Confidential Information; or
- 3.4.4 the Parties agree in writing is not confidential or may be disclosed to specific recipients;

#### **4. Return of Confidential Information**

- 4.1 Upon written request of the Disclosing Party or in the event that the work on the Project ceases for any reason, the Receiving Party shall promptly
  - 4.1.1 return any Confidential Information to the Disclosing Party;
  - 4.1.2 destroy and delete all copies or excerpts of such Confidential Information on all data carriers or documentation tools to the extent technically feasible and in line with mandatory applicable laws;
  - 4.1.3 procure that any Representatives and Consultants that have received any Confidential Information or copies thereof also destroy and erase any copies or documentation of the Confidential Information;
- 4.2 Compliance with clause 4.1 shall be confirmed by the Receiving Party to the Disclosing Party in writing upon request.
- 4.3 In case any Confidential Information must be retained according to section 4.1.2 (in particular, if it is retained on automatic standard back-up and archiving systems), the Receiving Party will continue to protect such Confidential Information in line with section 3.2.

#### **5. Reservation of Rights and Acknowledgement**

- 5.1 All Confidential Information shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of the Disclosing Party's Confidential Information are hereby licensed to the Receiving Party.
- 5.2 The Parties agree that the disclosure or transmission of Confidential Information does not constitute a prior publication or a right for prior use pursuant to any applicable intellectual property law.
- 5.3 The Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information. Unless agreed otherwise, the Disclosing Party makes not any express or implied warranty or representation that the Confidential Information is suitable for the Project.
- 5.4 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Project, or the development or supply of any product or service to which the Confidential Information relates.

5.5 The Receiving Party is not authorized to enter or transfer any Confidential Information into publicly available Artificial Intelligence (AI) applications, software or any similarly used programs without prior written consent by the Disclosing Party. Regardless of whether the AI system is public or not, the usage of Confidential Information for the purpose of further development, improvement or training of AI systems is strictly prohibited.

**6. Remedies and other provisions**

6.1 This Agreement shall become effective upon signing by User and is concluded for a period of two (2) years. However, the Parties further agree that this Agreement shall be automatically terminated upon the execution of a definitive agreement in relation to the Project to be signed by the Parties which includes a renewed provision of confidentiality.

6.2 Any amendment of this Agreement shall only be effective if made in writing.

6.3 In case of a breach of this Agreement by the Receiving Party, the Disclosing Party shall be held harmless for any damages suffered by such breach and is entitled to claim full compensation from the Receiving Party.

6.4 User shall bear its own costs arising in the context of the Project, including costs for its Consultants.

6.5 The invalidity or unenforceability of any provision contained in this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement which shall remain in full force. An invalid provision shall be replaced by such provision which comes as close as possible to the intended commercial purpose of the invalid provision.

6.6 This Agreement shall be governed exclusively by the substantive laws of MM's corporate location (under exclusion of rules on the conflict of law) as set out in the preamble. The sole and exclusive place of jurisdiction for all disputes arising from and in connection with the conclusion and implementation of this Agreement shall be the court competent for MM's corporate location as set out in the preamble.