

Confidentiality Commitment

Preamble

The Designy GmbH (including its brands UnicornPitch.com and SlidePress.com) (hereafter "Designy") provides services to create and enhance graphic designs and/or content material (**Project**) for its customers. These Services are usually provided based on input material by the customer.

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

The information disclosed may include certain designs, 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, Designy commits to the following:

1. Definition of Confidential Information

"**Confidential Information**" shall mean all information provided by the customer to Designy

(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 customer states at the time of delivery that such information is confidential and/or proprietary or with respect to which the customer 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, Designy

(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 Designy 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 Designy 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 Designy'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, Designy shall only be entitled to deliver Confidential Information to any third party subject to the customer'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 customer and (ii) shall be used by Designy only for the purpose intended by the customer. 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 customer or destroyed upon the earlier of the customer's request or the termination or expiration of this Confidentiality Commitment, and an officer of the customer shall certify in writing that the Designy 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 Designy at the time of receipt as evidenced by Designy's records; or
- (ii) is or becomes a part of the public domain through no fault of Designy; or
- (iii) was or is lawfully obtained by Designy from a third party with no restriction on further disclosure, and without breach of this Confidentiality Commitment, as demonstrated by competent evidence; or
- (iv) is shown by competent evidence to have been independently developed by Designy; or
- (v) Designy is legally compelled to disclose, provided that Designy 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, Designy shall only furnish the portion of the Confidential Information which it is legally required by order of a judicial authority or applicable law. Designy 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 Confidentiality Commitment 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 Confidentiality Commitment.

7. No Warranty

The Confidential Information is provided "AS-IS". The customer does not make 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.

9. Term and Termination

- 9.1 This Confidentiality Commitment shall be effective as of the order date of the customer (by clicking the respective order button on the website) and remain in full force and effect for the duration of the Project, unless terminated earlier by the customer.
- 9.2 However, termination or expiration of the term of this Agreement shall not relieve Designy 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.

11. Miscellaneous

- 11.1 This Confidentiality Commitment and its modifications shall be in writing and confirmed by Designy in writing or text form (includes Email).
- 11.2 This Confidentiality Commitment 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 applicable court is Munich.
- 11.4 If any provision of this Confidentiality 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, 13.12.2018

A handwritten signature in dark ink, consisting of stylized initials 'MW' followed by a long, sweeping horizontal stroke that extends to the right.

Marius Wolf, MD

Designy GmbH