

Confidentiality Agreement

This contract is entered into between

Mantigma GmbH

(registered at the Commercial Court of Vienna
under registration number FN 447445 h)

Siebenbrunnengasse 17

1050 Wien

Austria

(subsequently „Mantigma“)

and

Jakob Etzel, born 23 Mar 1992

Sankt-Paul-Gasse 6/18

3500 Krems an der Donau

Austria

(subsequently „**Agent**“,
each a “**Party**”, together “**Parties**”)

PREAMBLE

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

THE GOAL OF THIS AGREEMENT

The goal of this Agreement is the protection of any kind of Confidential Information of Mantigma while and after the Agent provides services to Mantigma or is an employee of Mantigma.

DEFINITIONS

“**Confidential Information**” refers to any and all information or data referring to technology, know-how, business secrets, trade, ownership rights and/or other confidential information including, but not limited to inventions, ideas, concepts, technical processes, designs, specifications, drawings, drafts, records and recordings, diagrams, models, samples, flow charts or schematics, data, computer programs, storage disks, diskettes, tapes, marketing plans and strategies, customer names and other customer data and other technical,

financial or commercial information and intellectual property, irrespective of whether this information is disclosed directly from one Party to the other Party or by a third party on behalf of a Party.

1. All documents or other kind of Confidential Information provided by Mantigma to the Agent remain under the ownership of Mantigma.
2. The Agent hereby undertakes (i) to preserve confidentiality with respect to all Confidential Information and (ii) to exercise sufficient controls with respect to all Confidential Information received and (iii) to protect Confidential Information from theft and/or from access by unauthorised persons and (iv) in addition, to ensure that no Confidential Information is either used in any improper manner or disclosed to any natural person or legal entity whatsoever other than in the manner hereby agreed. The Agent shall exercise at least that level of care with respect to the Confidential Information of the other Party hereto as it exercises in protecting its own Confidential Information.
3. For Confidential Information subject to special law such as the Bankwesengesetz, Datenschutzgesetz 2000 and the Wertpapieraufsichtsgesetz, the Agent will comply with these relevant standards respectively.
4. The Agent shall not use Confidential Information in any manner other than for business activities with Mantigma.
5. After completion of service or employment, all Confidential Information provided by Mantigma to the Agent and all Confidential Information created by the Agent in connection with the service or employment, together with all copies thereof, must be promptly returned.
6. The Agent agrees that all work products created by the Agent or under the supervision of the Agent in connection with a service provided to Mantigma or an employment by Mantigma shall exclusively be owned by Mantigma including all rights thereof.
7. Mantigma can grant permission to scientific publication of selected research results to the Agent.
8. Confidential Information shall not be subject to this Agreement where such information:

- a. is already in the public domain at the time of its use/of its disclosure (except where such Confidential Information entered the public domain as a result of a breach of contractual or statutory obligations);
 - b. otherwise enters the public domain (except where such Confidential Information enters the public domain as a result of a breach of contractual or statutory obligations); or
 - c. is disclosed by a third party in an authorised manner to the Receiving Party without the Party receiving it being subject of a duty of confidentiality; or
 - d. was already known to the Receiving Party prior to the receipt of this Confidential Information or was independently developed by an employee or an agent of the Receiving Party independently of the other Party hereto/of the Confidential Information of the other Party hereto.
9. Unless otherwise agreed in the present Agreement, each Party may disclose Confidential Information as follows:
 - a. to the extent necessary, to its executives, officers, partners and staff;
 - b. to its auditors or legal or professional supervisory bodies and/or advisors;
 - c. to all third parties (e.g. sub-contractors) (i) if the Disclosing Party has given its consent in writing and (ii) the third party has acknowledged all of the terms of the present Agreement. This consent and acknowledgement shall not be deemed necessary if the terms of sec. 4 of this Agreement apply.
10. Without the express consent of Mantigma, the Agent shall not copy any Confidential Information whatsoever. This Agreement does not grant the Agent any rights whatsoever to the Confidential Information of Mantigma. In particular, the present Agreement does not grant the Agent any licence whatsoever under any patent whatsoever, any trademark, copyright, business secret or other intellectual property right of Mantigma. All rights to the Confidential Information shall remain exclusively with Mantigma.
11. Each Party shall notify the respective other Party of any breach of this Agreement immediately upon discovery thereof.
12. In the event of any breach of this Agreement by one of the Parties, the other Party or any third party to whom that other Party bears a duty of confidentiality shall be authorised to procure a preliminary injunction and to demand compensation for all

losses and expenses incurred by it in connection with the enforcement of this Agreement.

13. Any changes shall be in writing; this shall also apply to a change of the written form requirement itself. Should any provision of this Agreement be entirely or partly ineffective or lose its legal effectiveness, the validity of the other provisions is not affected. The invalid or ineffective provision shall be replaced by an appropriate provision which comes as close as possible to the Parties' initial intent.
14. This contract will be construed and enforced in accordance with the laws of the Republic of Austria. The UN sales law (CISG) as well as the conflict rules of private international law shall not be applicable to this contract. The place of jurisdiction for all disputes under or in connection with this contract is Vienna, Austria, the competent ordinary court for the Principal. This contract has been set up in two original counterparts and each Party shall receive one counterpart.
15. This Agreement shall take effect at such time as both Parties have executed it. The duty of confidentiality shall survive the termination of this Agreement.

Vienna, at 11 September 2017

Krems, at 11 September 2017

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Mantigma GmbH

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Jakob Etzel