CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is hereby concluded

BY AND BETWEEN

NAME.
ADRESS

and all its legally bound subsidiaries

in the following jointly referred to as ("NAME")

ON THE ONE HAND

AND

Logicdata Electronic & Software Entwicklungs GmbH
Wirtschaftspark 18, 8530 Deutschlandsberg, Austria

and all its legally bound subsidiaries

in the following jointly referred to as "Logicdata"

ON THE OTHER HAND

Hereinafter referred to as the "**Party**" or jointly as the "**Parties**"

Preamble

Whereas LOGICDATA and NAME are cooperating in the development of a product or service and are currently in a process of clarifying the potential of possible future business relationship (e.g. production, sourcing, delivery of specified products) ("Purpose");

Now, therefore, the Parties have agreed as follows:

1. SUBJECT OF THE AGREEMENT

1.1 Subject to the terms and conditions set forth under this Agreement, neither Party shall disclose any information to any third person provided by any other Party in connection with the Purpose as described hereinabove, regardless of the form in which such information is stored, in particular, but not limited to, any trade secrets, customer and supplier information, information as to the financial condition, results of financial operations, employees, business plans, strategies, proprietary inventions and designs, confidential business information, marketing and sales information, proprietary technical data, patent applications, know-how and technical experience, plans, processes, manufacturing and related activities, technical or engineering data, drawings, schematics, blueprints, specifications, etc ("**Information**"), and shall prevent any unauthorised use of the Information by any third person.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 Each Party agrees as follows:

(i) To disclose to the other Party the Information necessary for carrying out the Purpose;

(ii) To keep strictly confidential any Information and not to reveal the Information to any third person other than its professional advisors, agents, employees or members who have undertaken a non-disclosure obligation to an extent not less than that set out in this Agreement hereunder for the Purpose;

(iii) To prevent unauthorised access to the Information;

(iv) To use the Information only for the Purpose, and in particular not to use the Information for competing against the party previously disclosing such information.

2.2 This Agreement shall not apply to any such Information:

(i) Which was at the time of its disclosure already in the public domain;

(ii) Which was publicly available or which will become publicly available through no breach of any obligation arising out of this Agreement by the receiving Party or its employees, professional consultants or advisors;

     (iii)   Which is independently acquired by the Party as the result of work carried out by an employee, professional consultants or advisors of that Party to whom no disclosure of such Information had been made;

     (iv)   Which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgement, order, or requirement of any court or other competent authority;

     (v)   Which was disclosed to the Party or its professional consultants or advisors by a third party legally entitled to do so.

2.3   The Parties shall limit access to the Information exclusively to those employees, professional consultants or advisors who, in the reasonable opinion of the disclosing Party need to know and use the Information.

2.4   The receiving Party shall promptly notify the other Party if any Information is required to be disclosed by the receiving Party, members of its statutory bodies, employees, consultants, advisors or agents by operation of law or other regulation before it is disclosed, and to co-operate with the other Parties regarding the manner, scope or timing of such disclosure.

2.5   The Parties may provide the Information to a third party only with the prior written consent of the other Parties. If a third party uses the Information in a way that is not in compliance with this Agreement, the disclosing Party shall, at its own expense, take all necessary steps to remedy such breach without delay.

2.6   The Party having used the Information in an unauthorized manner or being responsible for having caused such unauthorized use of Information by third persons shall indemnify the other Party for all and any damages arising from such unauthorized use of information regardless of fault.

3.   LIQUIDATED DAMAGES

3.1   If NAME commits a breach of any of its obligations arising out of this Agreement, NAME is obliged to pay LOGICDATA an amount of € 10-000-50.000 for each breach of this Agreement as liquidated damages. The parties have considered, that it would be a reasonable estimate of damages Logicdata would suffer from a breach of this agreement, and it will be very difficult or impossible to exactly calculate in terms of sales, markets or good will lost the exact damage caused by a breach of this agreement.

3.2   The claim for liquidated damages in accordance to this paragraph does not depend on a certain degree of fault by NAME.

3.3   The above shall be in addition to any other rights and remedies of Logicdata under this contract or at law or equity. Therefore, Logicdata is entitled to assert any

claims and damages exceeding the before mentioned amount, dependent however on a given default of <mark>NAME</mark>.

4.   GOVERNING LAW AND DISPUTES

4.1   This Agreement shall be governed by the laws of Austria.

4.2   Any and all disputes arising out of or in connection with this Agreement shall be settled by the Landesgericht Graz acting as commercial court.

5.   FINAL PROVISIONS

5.1   This Agreement shall become effective upon execution of this Agreement by the Parties.

5.2   This Agreement is concluded for a definite period of 5 years after the elapse of any contractual obligations between the Parties, except for the obligation to keep any Information confidential pursuant to Article 2, which is not limited in time.

5.3   This Agreement is executed in two originals.

5.4   Any notice required or authorized under this Agreement shall be made in writing and signed by (or by some person duly authorized by) the person giving such notice and may be served personally or sent by registered post.

Signed at.............................. on............................. 2015

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LOGICDATA   <mark>NAME</mark>