

NON-DISCLOSURE AGREEMENT (NDA)

Preamble. PitchGuru (Pureland GmbH) provides professional advice and services to its customers, including, but not limited to, the creation and enhancement of presentation designs and content material (Services). These services are usually provided based on customer materials. The customer therefore may disclose confidential information to PitchGuru. In consideration of these premises, and other good and valuable consideration received and to be received, PitchGuru commits to the following:

1. Definition. "Confidential Information" shall mean all information provided by the customer as Discloser to PitchGuru as Recipient with regard to the Services, which can be technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; or (iii) is approved for release by the Discloser in writing.

2. Non-Disclosure of Confidential Information. PitchGuru as Recipient agrees not to use the Confidential Information for any purpose other than that set forth in this Agreement. The Recipient will not disclose any Confidential Information to third parties except those directors, affiliates, employees, consultants (collectively the „Representatives“) of Recipient who are required to have the information in order to carry out the purpose of this Agreement.

Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient agrees to notify the Discloser in writing of any misuse or misappropriation of such Confidential Information which may come to its attention.

3. Mandatory Disclosure. In the event that PitchGuru (Pureland GmbH) as Recipient or its directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information, the Recipient shall give prompt notice so that the Discloser may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the Recipient shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

4. Return of Materials. Any materials or documents of which have been furnished by the Discloser to the Recipient will be returned or destroyed, if requested by the Discloser in written form.

5. No Rights Granted. Nothing in this Agreement is intended to grant any rights to Recipient under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant Recipient any rights in or to the other party's Confidential Information.

6.Term. This Confidentiality Commitment shall be effective as of the date of the customer's order and remain in full force and effect for a period of two (2) years.

7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Federal Republic of Germany. The applicable court is Düsseldorf.

This Non-Disclosure Agreement and its modifications shall be in written form. 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

IN WITNESS WHEREOF, PitchGuru have executed this Agreement as of the effective date set forth in Section 6 above.

PitchGuru (Pureland GmbH).

Signed:  

Name: **Jannik Müller & Marius Schreiber**

Title: **Managing Directors, Pureland GmbH**