

PARTICIPATION AGREEMENT

between

UnternehmerTUM GmbH
Lichtenbergstraße 6
85748 Garching
Germany

- hereinafter referred to as "UnternehmerTUM" -

and

Steffen
Feilit,
80802, Munich, Germany

- hereinafter referred to as the "Participant" -

both parties hereinafter jointly referred to as the "Parties".

PREAMBLE:

This agreement applies to the participation in an innovation format which is associated with the Digital Product School entity by UnternehmerTUM. This includes the:

- Digital Product School offer itself, where talents work on challenges in collaboration with industry partners or TUM Venture Labs Star-tups or
- Digitalschmiede Bayern offer, where talents work on challenges that are provided by the Bavarian State Ministry for Digital Affairs.

Both offers are hereafter referred to as "DPS programme".

Section 1

Subject matter of the Agreement

(1) This Agreement shall govern the participation of the Participant in the programme of the Digital Product School ("DPS"), which shall be organised by UnternehmerTUM in conjunction with partners specified in the Programme Description (the "Partners") and the scope of which shall extend to the conceptualisation and implementation of development projects to address particular issues/tasks (each individually a "DPS Project" and collectively the "DPS Projects"). The Programme Description shall be provided to the Participant upon the commencement of the DPS programme. The Participant shall form a project team together with other participants. UnternehmerTUM shall inform the Participant of the other members of the project team in good time prior to the commencement of the DPS Project in question.

(2) Upon the commencement of the DPS Project, the Participant, in consultation with UnternehmerTUM and the Partners, shall – within three weeks of the commencement of the project – endeavour to produce a written project definition which indicates the underlying subject matter of the DPS Project, in particular the issues to be addressed, possible approaches to solving the problems involved, etc.

(3) The Participant shall exercise due care in performing the tasks assigned to and/or assumed by him/her in connection with the implementation of the DPS Projects. To this end, the Participant shall, in particular, attend the majority of relevant training sessions indicated in the Programme Description. The Participant shall not, without the express written consent of UnternehmerTUM, be entitled to delegate the performance of the tasks assigned to and/or assumed by him/her to any third parties.

Section 2

Intellectual property

(1) All work products, know-how and/or intellectual property resulting from the participation of the Participant in the DPS programme or developed by the latter – for example, and in particular, data, designs, inventions, software and firmware, documents, derivative proprietary rights and any existing rights of use (hereinafter referred to as the "Foreground") – shall be attributed solely to UnternehmerTUM. This does not concern any of the Participant's work products, know-how and/or intellectual property that are developed by Participant after and/or outside the DPS programme, provided that such work products, know-how and/or intellectual property do not partly or in whole consist of and/or are not based upon any Back- and/or Foreground and/or have been developed without technical equipment and/or software products provided to Participant by UnternehmerTUM and/or the Partners solely for the participation in DPS. The participant is - subject to the confidentiality agreement of § 4 and possible protective rights of the partners - free to apply the know-how conveyed to him within the scope of DPS after the program has ended.

(2) To the extent legally permissible, the Participant hereby assigns all of his/her rights of ownership and use with regard to such Foreground to UnternehmerTUM.

(3) Should the transfer of any part of the Foreground prove not to be possible by operation of law, the Participant shall, on a gratuitous basis, confer upon UnternehmerTUM the exclusive, geographically, temporally and substantively unlimited, and freely transferable and/or sub-licensable right to exercise all of the rights of use and exploitation, ancillary copyrights and other rights in relation to the part of the Foreground in question existing upon the conclusion of the Agreement or arising at a future point in time. This shall comprise, but not be limited to, the following types of use in particular:

- The right to duplicate the subject matter of the aforementioned right or parts thereof and to make it available to the public in all physical and non-physical forms and media, whether existing or to be developed in the future;
- The right to process or otherwise alter the subject matter of the aforementioned right or parts thereof, and the right to itself use the resultant product in any of the contractually stipulated forms.

Notwithstanding the right to use the Foreground for the duration of the DPS programme and to the extent that this is necessary for his/her participation in the DPS programme and in the projects implemented in this context, the Participant shall refrain from using the Foreground – unless explicitly authorized by the Partners – in any way whatsoever and from conferring any rights of use with regard thereto to third parties.

(4) The Participant warrants that he/she shall take all necessary action to ensure the timely and complete transfer of any proprietary rights, having regard, in particular, to the provisions of the German Act on Copyright and Related Rights (Gesetz über Urheberrecht und verwandte Schutzrechte – UrhG) and the rules of procedure and/or regulations imposed by national and supranational authorities in relation to the registration of intellectual property rights. The Participant shall not take any action which would prejudice the transfer in a proper manner of proprietary rights by UnternehmerTUM and/or one/more third parties designated by UnternehmerTUM.

(5) The Participant hereby assigns to UnternehmerTUM all declarations of consent, which are necessary for the lawful publication of images and/or video recordings of the workshops are provided to UnternehmerTUM.

Section 3

Exercise of proprietary rights

(1) The Participant shall be entitled to exercise proprietary rights of UnternehmerTUM and

the Partners (hereinafter referred to as the "Background") for the duration of the DPS programme and to the extent that this is necessary for his/her participation in the DPS programme and in the projects implemented in this context. The Partners shall be entitled to object to the use of their Background or parts thereof in the context of the DPS programme by way of veto. In this case, the Participant must immediately cease/refrain from any use of the Background in question, even where such use was initially permitted.

(2) In particular, the Participant shall not be entitled to make the Background and/or parts thereof the subject matter of any applications for the registration of proprietary rights in his/her own name.

Section 4

Confidentiality

(1) The Participant shall be obligated to treat any information of which he/she becomes aware, and/or any information developed, in the context of his/her participation in the DPS programme, in particular any technical or financial information and any opinions, experiences, findings, constructs, documents, tasks and business transactions of UnternehmerTUM and/or the Partners (hereinafter referred to as "Confidential Information") as confidential, and not to use such Confidential Information for purposes other than his/her participation in the DPS programme without the explicit consent of the owner thereof and all Partners. This obligation does not concern information that is

- available to the general public at the time of disclosure or which became available to the general public thereafter, unless being the result of a violation of the Participant's obligations hereunder;
- disclosed to Participant by a third party without any obligation of confidentiality;
- has been developed by the Participant independently from the DPS Project

(2) This confidentiality obligation shall persist for 3 years after the expiration of this Agreement and/or the participation in the DPS programme.

(3) The publication of any information relating to a DPS Project shall be subject to the prior written consent of UnternehmerTUM.

Section 5

Warranties given by the Participant

The Participant warrants that he/she is sufficiently entitled to confer and/or transfer rights in accordance with Section 2. He/she furthermore warrants that he/she has not conferred, and/or will not for the duration of the term of this Agreement confer, any – undisclosed persisting – rights to exercise other rights to any third parties which would prejudice the conferral and/or transfer of rights in accordance with Section 2.

Section 6

Liability

(1) UnternehmerTUM shall only be liable for damage or loss incurred by the Participant to the extent that this is due to a grossly negligent or an intentional breach of its obligations by UnternehmerTUM or one of the legal representatives or vicarious agents of UnternehmerTUM. This limitation of liability shall not apply in cases involving damage or loss resulting from the breach of an obligation the fulfilment of which is essential for the proper implementation of the Agreement and which a contracting partner may ordinarily expect to be complied with (= material contractual obligation), or in cases involving loss of life, personal injury or damage to health due to a negligent breach of its obligations by UnternehmerTUM or an intentional or a negligent breach of the latter's obligations by a legal representative or vicarious agent of UnternehmerTUM.

(2) However, the amount of any liability attributed to UnternehmerTUM shall be limited to foreseeable damage or loss typically occurring in connection with agreements and transactions such as those in the present case.

(3) The application of the provisions of the German Product Liability Act (Produkthaftungsgesetz– ProdHG) shall not be affected hereby.

Section 7

Duration of the participation in the DPS programme

(1) This Agreement shall come into effect upon its execution by both of the Parties. It shall expire upon the conclusion of the DPS Project in question in accordance with the Programme Description.

(2) The right to terminate this Participation Agreement on exceptional grounds for good cause shall not be affected hereby. Good cause shall be deemed to exist, in particular, where the Participant

- Breaches the confidentiality obligation imposed by Section 4;
- Uses any Background following a corresponding exercise of the right of veto and/or without authorisation by the owner of the information in question in a manner going beyond the scope of Section 3;
- To a not insignificant degree and/or with not insignificant repercussions for the rights of UnternehmerTUM and/or the Partners breaches obligations arising out of this Agreement;

- Persistently and/or repeatedly fails to fulfil his/her obligations pursuant to Section 2(1) despite previously having been issued with written reminders in this regard by UnternehmerTUM.

(3) Notice of termination shall only be valid where it is effected in text form.

(4) The Participation Agreement shall automatically expire upon the termination of the underlying project agreement, irrespective of the grounds for such termination.

(5) The expiration of the Participation Agreement shall not affect either the transfer of the proprietary rights in accordance with Section 2 or the warranties given pursuant to Section 5. Any transfer by the Participant of rights of use in accordance with Section 2 shall not be capable of termination on ordinary grounds. The Participant's right to terminate this Agreement on exceptional grounds for good cause shall not be affected hereby.

(6) Upon the expiration of this Agreement, the Participant shall be obligated to return to UnternehmerTUM and to delete all data received by the Participant from UnternehmerTUM and/or the Partners in connection with and/or for the purposes of the former's participation in the DPS programme, in particular any technical diagrams, tables and presentations. This shall not apply to any documents or data which is required by the Participant for the purposes of the exercise of the rights conferred pursuant to this Agreement, and/or any documents or data which the Participant is obligated to retain pursuant to statute and/or any official orders, and/or any documents or data which are explicitly labelled as teaching or training materials.

Section 8

Final provisions

(1) This Agreement shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the CISG).

(2) Any amendments to this Agreement must be effected in writing. This shall also apply to any waiver of this written form requirement.

(3) Should any individual provisions of this Agreement be ineffective, this shall not affect the validity of the remaining contractual provisions. The Parties shall be obligated to replace, by mutual agreement, all invalid provisions with valid provisions which most closely reflect the economic purpose underlying this Agreement. The same shall apply to any contractual lacunae which may become apparent in the Agreement.

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Place

Thomas Zeller

.....

name in block letter

.....

signature

.....

Date

Steffen

.....

name in block letters

.....

signature