

THE | AUTONOMOUS

MEMBERSHIP AGREEMENT

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Membership - Vienna, Austria

Application and Membership Agreement

The organization identified below (“Member”) applies to TTTech Auto AG (“TTTech”) through this application form (the “Application”) for a membership package (the “Membership”) for “The Autonomous” (including both participation in “Working Groups” & Event Sponsoring) and accepts the attached General Conditions for Membership of The Autonomous.

The Autonomous is an initiative founded by TTTech Auto AG in 2019. The sole focus of this initiative is to bring the autonomous mobility industry together, in order to join efforts to increase safety, reduce risk and development cost. The Autonomous offers collaboration opportunities and an expansive autonomous mobility ecosystem to write the next chapter of safe autonomous mobility together. The Autonomous is not a separate legal entity. All financial contributions will be paid to TTTech. TTTech will in turn solely use financial contributions to fund The Autonomous.

Capitalized terms used in this Application shall have the meaning defined in the Terms attached hereto.

Member

Full Company Name	
Address	
VAT number	
Key Contact	
Title	
E-mail	
Phone	

Membership

<input type="checkbox"/>	Platinum Member	<ul style="list-style-type: none"> • Access to all Working Groups of The Autonomous • Access to the expert advisory board of each working group of The Autonomous • 7 tickets for The Autonomous Conference • 4 Tickets for the VIP dinner the day before the Conference • Possibility to host a workshop at the Conference (availability limited) • Possibility to speak at the Conference (availability limited) • Online and On-site brand awareness
<input type="checkbox"/>	Gold Member	<ul style="list-style-type: none"> • Access to all Working Groups of The Autonomous • 5 tickets for The Autonomous Conference • 2 Tickets for the VIP dinner the day before the Conference • Possibility to host a workshop at the Conference (availability limited) • Online and On-site brand awareness

<input type="checkbox"/>	Supporter Member	<ul style="list-style-type: none"> • 5 tickets for The Autonomous Conference • 2 Tickets for the VIP dinner the day before the Conference • Possibility to host a workshop at the Conference (availability limited) • Online and On-site brand awareness
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Special Conditions	
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MEMBERSHIP FEE

Facilitation

	Quantity	Price/year ¹
Facilitation of Working Group	1	xx €

Autonomous Conference

Tickets	x	xx €
Sponsorship (Branding, Workshop, etc.)	1	xx €
VIP Networking Dinner	x	xx €
		xx €

WORKING GROUP(S)

Member applies to participate in the following Working Group(s):

[Safety & Architecture]		
[Safety of Embedded AI]		
[Safety & Regulation]		

(Further Working Groups may be added at a later stage upon further agreement.)

¹ According to Section 4.3. of the General Conditions for Membership of the Autonomous

Payment by Invoice – Billing Information

Organization	TTTech Auto AG
Address	Operngasse 17-21
Post code/city	1040 Vienna
Country	Austria
Bill to attention	TTTech Auto AG Bank Account: RLB Niederösterreich-Wien Account No.: 632.067 Bank Code: 32000 BIC: RLNWATWW IBAN: AT90 3200 0000 0063 2067 EORI-Nr (Zoll): ATEOS100008989
VAT Reg. No. (Europe only)	
Currency Euro	€ net value

Payment Terms

Payment shall be due within 30 days upon receipt of TTTech's invoice, without any deductions, in the currency agreed upon, free to TTTech's account. Payments are non-refundable. Payment of the amount entitles the Member to use the services listed above in this Application for the Membership Period.

[signature page follows]

Agreed by

By signing this Application Member confirms to have read the Application and the attached General Conditions for Membership of the Autonomous and agrees to be bound by them.

Member

TTTech Auto AG

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

GENERAL CONDITIONS FOR MEMBERSHIP

of

THE AUTONOMOUS

1. General

1.1 These General Conditions for Membership of the Autonomous (“Conditions”) shall govern the relationship between TTTech Auto AG (hereinafter referred to as “TTTech”) and the company who purchases a Membership for the Autonomous, including both the Conference and Working Groups organized and facilitated by TTTech, (hereinafter referred to as “Member”) with regards to the rights and obligations of both parties arising out of or in relation to the Membership. Except for any Special Conditions mutually and explicitly agreed in writing, these Conditions shall override any contradicting or additional terms contained in or referred to in documents or correspondence from the Member, including in particular any general terms and conditions of Member.

1.2 All contracts, amendments or alterations thereof, as well as any amendments or alterations of the Conditions must be agreed upon in writing, whereby the written form shall also be fulfilled if a simple electronic signature via DocuSign or Adobe Acrobat is used.

1.3 TTTech shall be entitled to delegate or assign any rights, duties or obligation under this Membership Agreement.

2. Definitions

“Affiliates” of a party shall be any corporation, company or other entity which directly or indirectly (i) is Controlled by a party, (ii) Controls a party or (iii) is under common Control with a party. “Control” means that a minimum of 50% (fifty percent) of the controlled entity’s outstanding shares or ownership interests, representing the right to make decisions for such entity, are owned or controlled, directly or indirectly, by the controlling entity. TTTech Computertechnik AG and its Affiliates shall be deemed Affiliates within the meaning of this Membership Agreement.

“Application” shall mean the application form signed by the Member to which these Conditions are attached.

“Autonomous Conference” shall mean the annual main event of The Autonomous taking place at the imperial palace (“Hofburg”) in Vienna or another location specified by TTTech.

“Compliance Guidelines” shall mean the guidelines set out to prevent anti-competitive behaviour, in particular, but not limited to, defining non-permitted discussion topics, which may be amended by TTTech from time to time, the current version being publicly available at <https://www.the-autonomous.com/compliance-guidelines/>.

“Conditions” shall mean these General Conditions for Membership of the Autonomous.

“Confidential Information” shall mean any non-public business or technical information disclosed hereunder by a member of a Working Group or any of its Affiliates (the “Disclosing Party”) to one or more other members of that Working Group or any of its Affiliates (the “Receiving Party”) that (a) has been identified or otherwise designated to show (expressly or by necessary implication) that it is confidential or proprietary to the Disclosing Party or (b) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party. Confidential Information includes any and all non-public technical and business information, whether written,

oral, electronic or graphic, that representatives of any party may disclose or reveal to another party, including but not limited to business plans; present and proposed products; technical data; specifications; documentation; rules and procedures; contracts; presentations; know-how; product plans; business methods; product functionality; services; data; customers; markets; competitive analysis; databases; formats; methodologies; applications; developments; inventions; processes; payment, delivery and inspection procedures; designs; drawings; algorithms, formulas; information related to engineering, marketing, or finance; trade secrets; and information regarding customers and suppliers, founders, employees and Affiliates.

“Facilitation of Working Group” shall mean the support of a Working Group Initiator to achieve the defined scope of that Working Group. This explicitly includes the organization of meetings and the required infrastructure, the provision of a collaboration platform, collaboration guidelines and frameworks and the support of the management of the group.

“Force Majeure” shall have the meaning set forth in section 8.2.

“Intellectual Property” shall mean any and all intellectual property rights anywhere in the world, whether or not registered or granted, including any applications therefore, including: (a) patents; (b) inventions, (c) copyrights (including copyrights in software); (d) database rights; (e) designs; (f) design rights; (g) utility models; (h) semiconductor products; (i) topographies and mask works; (j) Confidential Information; (k) trade secrets and proprietary know-how; (l) all moral and economic rights of authors and inventors, however denominated, throughout the world; (m) all rights of whatsoever nature in computer software and data; and (n) all intangible rights and privileges of a nature similar or allied to any of the foregoing. Intellectual Property shall, however, exclude trademarks and any rights in names or signs.

“IP Policy” shall mean an agreement between Member and TTTech governing the rights and obligations with respect to Intellectual Property Rights and Confidential Information shared in the course of a Working Group, whereas each IP Policy pertains to a particular Working Group only.

“Member” shall mean any natural person or corporate entity as described in the chart “Member” in the Application.

“Membership Agreement” shall have the meaning as described in section 3 of the Conditions.

“Membership Fee” shall have the meaning as described in section 4.2 of the Conditions.

“Membership Period” shall have the meaning as described in section 9.1 of the Conditions.

“Rules of Procedure” shall mean the rules established for the mode of cooperation of Members in Working Groups, which may be amended by TTTech from time to time, the current version being publicly available at <https://www.the-autonomous.com/rules-of-procedure>.

“Special Conditions” shall mean any conditions agreed by TTTech and Member deviating from the Conditions to be either stated in the

Application or in another written and mutually signed document clearly referencing these Conditions.

“TTTech” shall mean TTTech Auto AG.

“Working Group” shall mean one of the working groups under the “The Autonomous” initiative under which a group of Members collaboratively work towards a given scope defined for the respective Working Group.

“Working Group Meeting(s)” shall mean the plenary meetings, whether live or virtual, of all Members actively participating in one of the Working Groups.

3. Entry into Force

3.1. By signing the Application, the Member acknowledges and agrees to the terms and conditions defined herein.

3.2. The sending of the signed Application is an irrevocable contractual offer to TTTech to which the Member is bound. The confirmation by TTTech (by signing the Application or by sending an invoice to Member) constitutes a binding agreement between Member and TTTech (“Membership Agreement”).

4. Prices & Payment

4.1. TTTech’s prices are net, exclusive inter alia of (public) charges, e.g. customs, taxes, in particular Value Added Tax (VAT). All other costs, e.g. packing, shipment and insurance will be paid by Member unless otherwise agreed in writing.

4.2. The Membership Fee is calculated on a yearly basis and is payable in advance for the entire Membership Period. Member shall pay the Membership Fee within 30 days upon receipt of TTTech’s invoice, without any deductions, in the currency agreed upon, free to TTTech’s account. Payments are non-refundable, irrespective of Member’s participation in and/or satisfaction with the progress of a particular Working Group. The monetary offset of counter claims, or the retention of payments shall not take place. Payment of the amount entitles the Member to use the services listed in section 5. of these Conditions.

4.3. In case the Application specifies that the Membership Period (see section 9.1 below) starts on another date than October 1st, TTTech shall charge the applicable parts of the Membership Fee in proportion to the remaining duration of the Membership Period (e.g. membership starting on April 1st: remaining duration of Membership Period is six month, therefore the applicable parts of the Membership Fee (e.g. fee for Facilitation of Working Group) will be charged as follows: 12 (months) x 6 (months - April to the end of September).

4.4. If Member is required by law and also by the applicable double tax treaty to withhold taxes on income of TTTech (herein referred to as income tax), other than the taxes stated above, Member may make deduction or withholding from the payment in the amount required by law. Member shall deliver to TTTech a copy of any official receipt or receipts issued by the relevant tax authority evidencing that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant tax authority. Member shall use reasonable efforts to obtain a reduction of or an exemption from such taxes at source under the applicable Double Tax Treaty for TTTech.

5. Rights and Obligations of Member

5.1. The Member can make use of the following services as laid out in the Application depending on the membership booked.

5.2. The rights may solely be exercised by eligible executives and employees of the Member. If Member wishes to assign certain rights to third parties, including its Affiliates, it shall obtain TTTech’s prior written consent.

5.3. The Member acknowledges that participation in a Working Group is only possible if the Member accepts the IP Policy applicable to that Working Group (see section **Error! Reference source not found.**). The Member further acknowledges that Rules of Procedure have been put in effect for the mode of cooperation in Working Groups, which must be adhered to by the Members and their meeting participants. TTTech may amend the Rules of Procedure from time to time, the current version being publicly available at <https://www.the-autonomous.com/rules-of-procedure>. The Member undertakes to ensure that the persons delegated by the Member are aware of these Roles of Procedure and that the delegated persons adhere to these Roles of Procedure. Terms defined in the Rules of Procedure as used in these Conditions shall have the meaning given therein, unless specifically defined otherwise in these Conditions.

5.4. The Members shall name to TTTech the representatives who will attend the Working Group Meetings will be nominated to TTTech at the latest 10 days before the meeting.

5.5. In order to enable TTTech to prepare Working Group Meetings, Member will cooperate with TTTech to a reasonable extent and provide TTTech necessary information on the enterprise or the participants in a timely manner. TTTech reserves the right to exclude certain Members who do not fulfil their cooperation obligations from participation in Working Groups, and in the case of Working Group Chairperson, to delegate the Chairperson position to another Member.

5.6. TTTech will consider Member’s request to include or change topics proposed to the Working Group, however the final decision will be taken by TTTech and the respective Working Group Chairperson.

5.7. TTTech will publish the current list of Members on the website of The Autonomous.

6. Compliance with laws and regulations

6.1. Member shall comply with any and all applicable laws and regulations in connection with his participation at the Autonomous Conference and all Working Group Meetings. This includes but is not limited to labour law, competition law, law on intellectual property and administrative law as well as the rules issued by TTTech in the connection with the Working Group(s) of which Member is notified.

6.2. Member acknowledges that due to the Covid-19 situation, Member is responsible for complying with the relevant regulations (laws, ordinances, official requirements, etc., e.g. on minimum distance, wearing of face-masks etc.) in the respective valid form and for substantiating them. Any liability of TTTech in connection with compliance with such rules of conduct and security measures by Member is explicitly excluded.

6.3. Member shall not violate TTTech’s or any third party’s rights in connection with its participation the Working Group(s).

6.4. Notwithstanding any remedies provided by applicable law, a breach of any of these provisions under section 6. entitles TTTech to terminate the contract with Member and its participation in accordance with section 9.5).

6.5. Member is solely liable for obtaining any licenses and/or permits and for paying all applicable taxes and charges in connection with its participation at the Working Group.

6.6. Member agrees to inform itself about and comply with the applicable Compliance Guidelines. Member shall instruct its employees or any engaged third-parties or subcontractors in writing to comply with the abovementioned guidelines.

7. License to use Member's Trademark

7.1. Member grants TTTech the royalty-free, non-exclusive and non-transferable license to use its company trademark and name for publicity and advertising purposes in connection with the Autonomous Conference and the Working Group(s) in which Member participates. This includes the right of TTTech to list the Member as a member of The Autonomous on its website, and to publicly announce Member's participation in the respective Working Group and in this context to portray Member's trademark in online and physical publications and marketing materials alongside the trademarks of TTTech and other Members of the respective Working Group in a manner and size to be determined by TTTech, subject to section 7.2, including, but not limited to for branding the livestream platform. For these purposes Member will provide its trademark to TTTech in the format requested by TTTech.

7.2. TTTech will use commercially reasonable efforts to comply with any trademark guidelines and usage restrictions imposed by Member and consider Member's requests for a certain place, layout or form of its branding and trademark use as far as reasonably possible; however the final location, layout or form of any branding will be decided by TTTech.

8. Warranty and Liability

8.1. The Member shall be liable for all damage caused to TTTech, or to third parties by the Member or its representatives in the course of Member's participation in Working Group(s) or the Autonomous Conference. Member undertakes to take out the necessary insurances and shall indemnify TTTech as well as third parties involved in the Working Group from claims of third parties.

8.2. TTTech shall not be liable to Member for any damages caused in connection with the Membership or with any Working Group Meeting or the Autonomous Conference in cases of Force Majeure. For the purposes of these Conditions, "Force Majeure" includes natural disasters, such as pandemics including Covid-19, fire, flood or storm, strikes, lockouts, civil disorders, war, acts of terrorism, communication, internet or utility failures or other events beyond TTTech's reasonable control.

8.3. TTTech provides any services "as is" and hereby disclaims all warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, accuracy or completeness or of results to the extent permitted by applicable law. TTTech makes no warranty that (a) the services (or any parts of the services) will meet requirements or expectations of the Member; (b) the services will be uninterrupted, timely, secure, or without errors; or (c) results that may be obtained from the use of the services will be accurate or reliable. For the sake of clarification, TTTech especially assumes no liability for the accuracy, reliability, freedom to use or freedom from third party rights of any presentations, data or information provided by the participants of a particular Working Group or any loss or damage as a result of a substitution, alteration,

cancellation or postponement of a Working Group Meeting or the Autonomous Conference.

8.4. The maximum aggregate liability of TTTech to Member for any and all claims arising under or related to the Membership or these Conditions (including but not limited to breach of contract, indemnification claims or tort claims, shall - to the extent permitted by applicable law - be limited to the actual damage (therefore not including consequential damages, lost profits or pecuniary losses) and in the aggregate not exceed the higher of EUR 50,000 or the payment for the Membership package. Claims for damages due to failure to fulfil, or delayed fulfilments, or claims caused by TTTech's slight negligence are excluded.

9. Term, Termination, Cancellation, Relocation, Change

9.1. The Membership Agreement is concluded for a period of one year, starting with October 1st and ending with September 30th of the following year or for a shorter period according to section 4.3 ("Membership Period"). The Membership Agreement shall be extended for another year, unless (a) TTTech does not notify Member in writing - by E-mail to the address indicated by Member in the Application, or (b) if the Member does not notify TTTech in writing - by e-mail to contact@the-autonomous.com - at least 3 months before the extension that he/she does not wish to extend the Membership Agreement. The date of receipt of the written notification by TTTech is relevant for the observance of the deadline.

9.2. Deviating from section 9.1 Member can request a different starting date for the conclusion of the Membership Agreement. In this case, the Membership Agreement starts with the date agreed between the parties and ends on the following September 30th. For the extension of the Membership Agreement the provisions of section 9.1. applies.

9.3. TTTech is entitled to cancel or change the location, time, organization, features, technical aspects, duration schedule, speakers and/or topics of any Working Group Meeting or the Autonomous Conference for important reasons or circumstances beyond the control of TTTech. Furthermore is TTTech entitled to cancel or change an Working Group Meetings or the Autonomous Conference or parts thereof as a safety precaution it deems necessary at its sole discretion to protect participants, its employees or other legitimate interests or to postpone such events. TTTech will inform Member reasonably in advance of any change or cancellation. Any change in location or time or any other change becomes part of the contract upon notification to Member.

9.4. Any additional services ordered by Member or any parts of the agreed fees for services already performed for Member at the time of cancellation of the Working Group can be invoiced to Member and Member is not entitled to any (full or partial) refund or waiver of any such fees. If the Working Group gets cancelled according to section 9.1 or due to Force Majeure, TTTech is additionally entitled to demand from Member an amount of 15% of the agreed participation fee as a contribution to costs and accrued organizational efforts.

9.5. If a Working Group Meeting is changed or altered in accordance with section 9.3 or due to Force Majeure, Member is not entitled to any full or partial refund or waiver of any fees.

9.6. If Member decides not to exercise certain rights or not to participate in a Working Group Meeting or in general at the respective Working Group, it shall inform TTTech in writing as soon as possible. This does not affect Member's payment obligations. Any

fees have to be paid in full and Member is not entitled to any (full or partial) refund or waiver of any fees.

9.7. TTTech may terminate this Membership Agreement and Member's participation at the Working Group for the following important reasons with immediate effect:

- a) If TTTech has not received the agreed fees by the date specified in the invoice and Member has not paid the fees within the additional grace period specified by TTTech;
- b) If the Member despite repeated requests does not fulfil his obligations of cooperation according to this contract, e.g. providing necessary information to TTTech or other Members;
- c) If Member has violated any obligation with regard to confidentiality or Intellectual Property rights as set forth in the applicable IP Policy;
- d) If the continuation of the contract is unacceptable for other material reasons.

9.8. If TTTech terminates the contract with Member for an important reason, as defined under section 9.7 above, this does not affect Member's payment obligations; Any fees have to be paid in full and Member is not entitled to any (full or partial) refund or waiver of any fees.

9.9. TTTech reserves the right to exclude individual persons from its events for important reasons.

10. Pictures and Statements

Member acknowledges that TTTech may make recordings, videos or take pictures at the Autonomous Conference or at any Working Group Meeting, including, but not limited to, screenshots of any virtual Working Group Meetings, and that the persons attending such meetings on behalf of Member may be identifiable on such materials. Member grants TTTech the right to use such materials for the purpose of reporting on the homepage and in various media and social media, in particular LinkedIn, and for processing these materials for the purpose of promoting the initiative and other events. Member shall ensure to obtain the required consents and approvals from its employees or any other person attending the Autonomous Conference or a Working Group Meeting on its behalf, including under applicable data protection laws, moral rights and rights of publicity. Member shall indemnify and hold TTTech harmless for any claims raised by its employees or any other person attending the Autonomous Conference or a Working Group Meeting on its behalf against TTTech in connection with this section 10.

11. Intellectual Property and Data Protection

11.1. All rights and obligations, including any liabilities, of TTTech, the Member, and all other members of a particular Working Group, relating to the sharing of any Intellectual Property or Confidential Information of Members of that Working Group shall be governed by the applicable IP Policy as agreed for the particular Working Group. Before sharing or receiving any information containing or relating to Intellectual Property rights, Members must agree and sign, or declare in writing their adherence to, the IP Policy applicable to that Working Group. TTTech shall ensure that a materially equal IP Policy is bindingly entered into between TTTech and all Members of a particular Working Group. Unless a specially adapted IP Policy is agreed between the Member and TTTech for a particular Working Group, the standard IP Policy, currently available under <https://www.the-autonomous.com/ip-policy> shall apply.

11.2. Both parties shall strictly adhere to any applicable law and provisions on data protection.

11.3. TTTech processes the first name, surname, contact data, company of participants and lecturers/speakers of a Working Group or the Autonomous Conference for the purpose of carrying out the event, for participant administration and to be able to get in contact with participants. For further information please see TTTech's data privacy statements available at: www.the-autonomous.com/privacy.php.

12. Confidentiality

12.1. Unless explicitly agreed otherwise in writing, any Confidential Information, in whatever form, which is made available to Member in the course of a Working Group, may not be used in any way outside of the respective Working Group Meeting and is to be kept strictly confidential.

12.2. The Parties agree that all Confidential Information provided by a Disclosing Party is the confidential and proprietary information of the Disclosing Party. Except as specifically provided elsewhere in this Agreement or in an IP Policy for a specific Working Group, the Receiving Party shall not use the Confidential Information of the Disclosing Party other than for the "Purpose", as defined in the IP Policy of that Working Group, and shall disclose the same only on a need-to-know basis to those of its employees, agents or subcontractors, who are subject to written confidentiality agreements with terms no less stringent than those provided in this Agreement. Each Party shall diligently enforce such confidentiality agreements with its employees, agents or subcontractors and shall be responsible for any breach of that Party's confidentiality obligations under this Agreement by its employees, agents or subcontractors. Each Party also may provide a copy of this Agreement to the Party's (a) public accounting firm in connection with calendar quarter and annual financial or tax audits, and (b) outside legal advisors in connection with obtaining legal advice relating to this Agreement, the relationship established by this Agreement or any related matters. Other than as provided by the foregoing, the Receiving Party shall not disclose the Disclosing Party's Confidential Information to Third Parties. Each Party shall use at least the same procedures and degree of care that it uses to prevent the disclosure of its own Confidential Information, but in no event less than a reasonable standard of care. The Parties' confidentiality obligations under this Agreement shall survive the termination or expiration of this Agreement, for a period of ten (10) years following the termination or expiration of this Agreement.

12.3. The Parties' confidentiality obligations under this Agreement will not apply to any information that (a) the Receiving Party can document is or becomes generally known to the public without fault of the Receiving Party, (b) the Receiving Party can show by written documentation was in its possession without any obligation of confidentiality prior to receipt thereof from the Disclosing Party, (c) was or is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party, or (d) was or is rightfully obtained by the Receiving Party from a Third Party without any obligation of confidentiality to Disclosing Party.

12.4. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding; provided that the Receiving Party shall, to the extent allowed by applicable law, (a) give the Disclosing Party reasonable notice of such required disclosure prior

to disclosure, (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto, and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically required.

12.5. Upon termination of this Agreement and or termination of the participation of Member to a specific Working Group, and except as is required to exercise any rights expressly granted under this Agreement, each Party and its Affiliates agrees to return, upon the request of the Disclosing Party, all Confidential Information (including tangible products or materials) received by the Receiving Party from the Disclosing Party.

12.6. Each Party shall have the sole discretion to decide whether and to what extent, if any, to share its Confidential Information with the other Party. Neither Party shall have any express or implied obligation to share any of its Confidential Information or Background IPR with the other Party unless expressly set forth herein provided, however, that the Receiving Party may retain one (1) secure archival copy of any Confidential Information received in writing from another Party for record purposes to determine its ongoing confidentiality obligations under this Agreement, and the Receiving Party will be allowed to keep any copies made as part of its normal backup procedures and that would not be commercially practicable to destroy; provided that any such copies remain subject to the confidentiality obligations set forth in this section 12.

13. Applicable Law and Arbitration Clause

13.1. Any disputes including the issue of the valid conclusion of this Membership Agreement and/or these Conditions and its pre- and post-contractual effects shall exclusively be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

13.2. All disputes arising out of or in connection with this Membership Agreement and/or these Conditions shall at the plaintiff's choice be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules; arbitration shall be conducted in Vienna, Austria, and the language of arbitration shall be English; arbitration award shall be final and binding on both parties, or. Either party may apply to any court of competent jurisdiction for interim relief in support of arbitration.

14. Severability

Should any provision of these Conditions be or become illegal or unenforceable, the remainder shall not be affected. Any illegal or unenforceable provision shall be replaced by valid and enforceable provisions, which commercially come as close to the illegal or unenforceable provision as possible; the same applies mutatis mutandis for contractual loopholes.

15. No Joint Venture

15.1. The Parties shall at all times and for all purposes be deemed to be independent and neither Party, nor either Party's employees, representatives, subcontractors, suppliers or agents, shall have the right or power to bind the other Party or any other Member. Neither Party shall represent to any third party that it is the representative, agent or employee of the other.

15.2. Nothing in this Agreement shall be deemed to constitute a joint venture, franchise, agency relationship, employment, or a civil law partnership (*Gesellschaft bürgerlichen Rechts*) between any of the Parties and hence neither this Agreement nor the performance shall be construed so that the relationship between the Parties under this Agreement is deemed to be a civil law partnership either under Austrian law and the Parties explicitly state that they have no intention to establish such civil law partnership by executing this Agreement.

16. Entire Agreement

Except as stipulated herein, this Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. Such amendments and modifications shall be valid only if agreed upon in writing and signed by the Parties hereto; this formal requirement may only be waived in writing.