**Confidentiality Undertaking**

This confidentiality undertaking of […] (hereinafter referred to as “***Potential Investor***”), is made to nymea GmbH with the seat in A-1100 Vienna, and the business address Gutheil-Schoder-Gasse, 1100 Vienna, registered with the companies register of the commercial court Vienna under FN 446282y (hereinafter referred to as the “***Company***”), in connection with the Potential Investors’s considered investment by way of capital increase or otherwise in the Company (hereinafter referred to as the “***Potential Transaction***”).

In connection with the materials and information relating to the Company and/or the Potential Transaction, to be made available to the Potential Investor, the Potential Investor hereby agrees and undertakes that:

1. **The purpose of the disclosure of information**

The Potential Investor acknowledges that it may be provided with materials and information relating to the present and intended business and operations of the Company and the Potential Transaction. The purpose of materials and information will be to enable the Potential Investor in assessing the Potential Transaction (the ,,***Purpose***”). The materials and information will be provided to the Potential Investor under the condition that the Potential Investor will accept, sign and submit this Confidentiality Undertaking (hereinafter referred to as “***Confidentiality Undertaking***”).

1. **Definition of the Confidential Information**

The materials and information which will be furnished to the Potential Investor by the Company, its employees or advisers or otherwise are herein collectively referred to as the “***Confidential Information***”. The above mentioned shall not concern publicly available information or information becoming publicly available following the signing of this Confidentiality Undertaking.

1. **Obligations of Potential Investor**
	1. The Potential Investor shall treat any Confidential Information in accordance with the provisions of this Confidentiality Undertaking.
	2. The Potential Investor agrees that the Confidential Information shall be used solely for the Purpose. Such information will be held in complete confidence and is not to be disclosed by the Potential Investor, in whole or in part, to any other person nor used for any purpose other than the appraisal of the Potential Transaction, provided however that:

(a) any of such Confidential Information may be disclosed to Potential Investor’s directors, investment committee, its representatives or Potential Investor’s advisors and their representatives, who need to know such Confidential Information for the purpose of evaluating the Potential Transaction (the „***Representatives***“) (it being understood that the Representatives shall be informed of the confidential nature of such information and shall sign an obligation to treat such Confidential Information confidential as if they had signed this Confidentiality Undertaking themselves);

(b) any Confidential Information may be disclosed, subject to provisions hereof, under conditions of this Confidentiality Undertaking, to the extent such disclosure is required in accordance with and pursuant to applicable provisions of law; the Potential Investor shall promptly notify the Company about such demand.

* 1. Regardless of the limitations as provided in Clause 3.2, the Confidential Information shall not be used for any other purposes than the Purpose or for the benefit of other parties.
	2. Potential Investor will not copy, reproduce or distribute in whole or in part any documents received from the Company, its advisers and employees without the prior written consent of the Company except for (i) copying of such documents for Potential Investor’s internal purposes in connection with the Potential Transaction or (ii) making available of such documents as provided in Clause 3.2. above.
	3. The Potential Investor shall keep the Company informed at any time about all direct and indirect recipients of the Confidential Information that have directly or indirectly received Confidential Information from the Potential Investor or its Representatives.
1. **Breach of the Confidentiality Undertaking**
	1. The Potential Investor agrees to be fully responsible for any breach of this Confidentiality Undertaking by the Potential Investor and its Representatives, and any person acting on its behalf and shall indemnify, hold the Company and the Affiliates harmless against and compensate the Company, as the case may be, for any losses arising out of or in connection with any breach by the Potential Investor and its Representatives of the terms hereof.
2. **General**
	1. Potential Investor further agrees that:

(a) neither the Company, nor any of our or its directors, officers, employees and their agents or advisers accept responsibility for or make any representation, express or implied, with respect to the completeness, reliability, being up-to-date or accuracy of the Confidential Information whether in written form or given orally; and

(b) nothing in this Confidentiality Undertaking shall be interpreted as giving the Potential Investor the right to introduce the Company and the Potential Transaction to any third party, except as provided for in Clause 3.2., without the prior written consent of the Company.

* 1. If a Party, for whatever reason, aborts or otherwise abstains from proceeding with the Potential Transaction such party shall not in any way be liable to the other Parties on the basis of *culpa in contrahendo* or any other legal grounds.
	2. The Potential Investor acknowledges and agrees that no right or license is granted in relation to the Confidential Information.
	3. Any provision in this Confidentiality Undertaking, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the validity or enforceability of such provisions in any other jurisdiction.
	4. If the Company provides the Potential Investor with a written notice stating that the Company wishes to terminate access by the Potential Investor to the Confidential Information, the Confidential Information and any copies thereof, in any form, shall be returned promptly to the Company, as requested, or, at the option of the Company, be destroyed with a certificate as to such destruction provided to the Company by the Potential Investor.
	5. This Confidentiality Undertaking shall be governed and construed in accordance with Austrian law. The Potential Investor and the Company shall endeavor to amicably settle any dispute arising out of this Confidentiality Undertaking, or related hereto. Should the Potential Investor and the Company fail to amicably resolve a given dispute within one month, the dispute shall be finally settled at the option of the Company by the courts competent at the registered office of the Company or at the registered office of the Potential Investor.
	6. This Confidentiality Undertaking constitutes the entire and only agreement between the parties relating to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and representations in respect thereof.

December 16, 2022

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**nymea GmbH**

Accepted by, signed for and on behalf of the Potential Investor:

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Name Date