CONFIDENTIALITY AGREEMENT

Delancey Street Partners (“DSP”)

300 Barr Harbor Drive, Suite 420

West Conshohocken, PA 19428

To Whom it Concerns:

You have agreed to discuss with us the possible sale of Project Hero (collectively, with its subsidiaries or affiliates, “Hero” or the “Company”). As a condition to such discussions, you have required that we agree, among other things, to keep strictly confidential all information conveyed to us in whatever form, whether written or oral, regarding the Company and to refrain from using the same except as provided below and on the terms and conditions set forth herein.

This letter will confirm our agreement with you and Hero to retain in strict confidence all information conveyed to us by you or the Company regarding this matter (including all notes, analyses, compilations, studies, interpretations or other documents prepared by you or your representatives which contain, reflect or are based upon, in whole or in part, the information conveyed to us by you or the Company), unless such information (i) is already in our possession, (ii) was or becomes available to the public from a source other than us or as a result of your failure to comply with the provisions of this letter, (iii) is required to be disclosed by law, advance written notice of which is provided to the Company (and then only to the extent required to be disclosed by law) or (iv) becomes available to us on a nonconfidential basis from a source other than you or your representatives, provided that such other source is not in violation of any other obligation of confidentiality or nonuse. We will use such information only in connection with our consideration of whether to purchase Hero and will not otherwise use it in our business or disclose it to others, except that we shall have the right to communicate the information to such of our directors, officers, employees (if any), and agents (including our attorneys, accountants, consultants, lenders, and similar advisors) who are required by their duties to have knowledge thereof, provided that each such person is informed that such information is strictly confidential and subject to this agreement and agrees not to disclose or use such information except as provided herein. We hereby agree that we will be liable for any breach of this agreement by our directors, officers, employees, and agents.

We agree not to initiate, contact, or engage in discussions with any employee, customer, supplier or equity holder of the Company without the prior written consent of you or Hero. We agree not to directly or indirectly solicit for employment, or hire, any employees of the Company, other than through a public general advertisement the purpose of which is not to directly or indirectly solicit for employment any employees of the Company, without the written consent of Hero for a period of two years from the date of this agreement.

We agree that, without prior written consent of Hero, we will not disclose to any other person that we have received information regarding Hero, that we are in discussions or negotiations with you and Hero as to a possible sale of or any other transaction involving the Company, or that Hero is considering a possible sale of or any other transaction involving the Company. We also agree that neither Hero nor DSP will be obligated to pay any fees on our behalf to any broker, finders, or other parties claiming to represent us in this transaction. Without limiting the generality of the nondisclosure agreements contained herein, it is further understood that we are strictly prohibited by this agreement from acting as a broker or an agent using any of the confidential information provided to us.

We acknowledge that neither DSP, the Company, nor any of its shareholders, directors, officers, employees, or agents makes any representation as to the accuracy or completeness of such information and that neither DSP, the Company, nor any of its shareholders, directors, officers, employees, or agents shall have any liability to us as a result of our use of such information.

We agree until a formal acquisition agreement is executed between us and the Company that the Company has no legal obligation of any kind whatsoever with respect to any such transaction by virtue of this agreement or otherwise. In the event that we do not purchase the Company, we agree to return to you or destroy (and certify in writing that we have done so) immediately upon request all financial and other written information provided to us relating to the Company together with all copies of such information in our possession or to which we have access. The undersigned is duly authorized to bind us to this agreement.

Unless otherwise agreed to by the Company in writing, all (i) communications regarding any possible transaction, (ii) requests for additional information, (iii) requests for management meetings and (iv) discussions or questions regarding procedures, will be submitted or directed to DSP.

We understand that money damages would not be a sufficient remedy for any breach of this letter by us or any of our representatives and that the Company shall be entitled to equitable relief, including an injunction and specific performance, as a remedy for any such breach by us of this letter (which shall be in addition to any other remedies available to the Company at law or in equity).

This letter shall be binding upon and inure to the benefit of us and the Company and our respective successors and assigns, including any successor to the Company and/or its business (whether through acquisition of equity or assets or any other form of transaction).

This letter shall be governed by the laws of the State of Delaware.

This letter will terminate two (2) years from the date hereof, except for the obligations with respect to confidentiality which shall survive for the latter of two (2) years from the date hereof and the date on which the information subject thereto is no longer confidential.

Name: Max Muster

Signature:

Title: Business development analyst

Company: HUBER+SUHNER AG

Date: 18.02.2022