

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into between KickImpact SA, Chemin de l’Etang 12, 1219 Châtelaine, Switzerland (“KickImpact”), and the undersigned counterparty (“Counterparty”). Each may be referred to herein individually as a “Party” and collectively as the “Parties.”

### 1 Purpose

The Parties wish to engage in discussions regarding a potential investment or commercial relationship (the “Transaction”). In connection therewith, each Party may disclose to the other certain confidential or proprietary information.

### 2 Definition of Confidential Information

“Confidential Information” means any non-public, proprietary, technical, financial, commercial, strategic, ESG or impact-related information that is disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”) in any form and is (a) marked or identified as confidential or (b) should reasonably be understood to be confidential given its nature and the circumstances of disclosure.

### 3 Obligations of Receiving Party

3.1 Use the Confidential Information solely for evaluating or pursuing the Transaction.

3.2 Maintain the Confidential Information in strict confidence and protect it with at least the same care it uses for its own confidential information (and in no event less than reasonable care).

3.3 Limit disclosure to directors, officers, employees, advisers and service-providers who have a need to know and are bound by obligations of confidentiality no less restrictive than those herein.

3.4 Promptly notify the Disclosing Party of any unauthorised use or disclosure.

### 4 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- (a) was lawfully in its possession before disclosure;
- (b) is or becomes public through no fault of the Receiving Party;
- (c) is lawfully received from a third party without breach of any obligation; or
- (d) was independently developed without reference to the Confidential Information.

## 5 Compelled Disclosure

If the Receiving Party is required by law, regulation or court order to disclose any Confidential Information, it shall (to the extent legally permissible) give prompt written notice to the Disclosing Party and cooperate with any reasonable efforts to obtain a protective order or other appropriate remedy.

## 6 Term; Return or Destruction

This Agreement commences on the Effective Date and remains in force for three (3) years. Upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information (including all copies and notes) and certify such destruction in writing.

## 7 No Licence; No Obligation

Nothing in this Agreement grants any licence or other rights to patents, copyrights, trademarks or other intellectual-property rights. Disclosure of Confidential Information does not obligate either Party to enter into any further agreement or investment.

## 8 Remedies

Unauthorised disclosure or use of Confidential Information may cause irreparable harm. The Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

## 9 Non-Solicitation (optional)

For twelve (12) months after the Effective Date, neither Party will knowingly solicit for employment any employee of the other Party who became known solely through discussions relating to the Transaction, except through general public advertisements.

## 10 Governing Law and Jurisdiction

This Agreement is governed by, and construed in accordance with, the laws of Switzerland. The courts of Geneva shall have exclusive jurisdiction over any dispute arising from or in connection with this Agreement.