

# Non-Disclosure Agreement

The following Non-disclosure agreement ("NDA") is entered into by and between you („**You**") and Root-Bridge AG, [Fröhlichstrasse 27a, 8008 Zürich](#), Switzerland, E-Mail: [contact@rootbridge.eu](mailto:contact@rootbridge.eu) („**Root-Bridge**").

The following NDA governs your access to and use of the website [www.rootbridge.eu](http://www.rootbridge.eu) and the online platform "RootBridge.Connect" (together the "**Website**"), including any content, functionality and services offered on or through the Website, whether as a guest or a registered user, regarding the disclosure of confidential information.

**Please read the NDA before you start to use the Website. By using the Website, you accept and agree to be bound and abide by the NDA. If you do not want to agree to the NDA, you must not access or use the Website.**

## 1. Purpose, Confidential Information and Permitted Persons

### 1.1. Purpose

You have expressed interest to receive information about RootBridge, its affiliates, clients, partners, contacts as well as information received by Rootbridge, its affiliates or other related persons on concluded investments and investment targets (the "**Purpose**"). RootBridge connects the investment companies identified by RootBridge with potential investors through the Website. This involves RootBridge supplying to You information which is confidential.

### 1.2. Confidential Information

You acknowledge that within the Purpose, information that is strictly confidential in nature has been and will be disclosed in written, oral, electronic or any other form. Such information shall include, but shall not be limited to, contracts, resolutions, evaluations, plans, strategies, opinions, financial documents, business plans, bank account information, social security information, financial analysis, marketing plans, customer names, customer list, credit reports, and other data ("**Confidential Information**"). Confidential Information may also include such information disclosed by third parties to RootBridge.

### 1.3. Non-Confidential Information

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) is or becomes publicly available through no fault of You (or Your Permitted Persons); (ii) You can show without delay by written records that the information was in Your possession prior to the time of the disclosure hereunder and that such information was acquired legally and not directly or indirectly from RootBridge; (iii) is received by You from a third party who has the legal right to make such a disclosure; and (iv) You are required to disclose by law or regulation.

### 1.4. Permitted Persons

You may disclose Confidential Information to Your affiliates, directors, officers, employees, agents, advisors (e.g. attorneys, accountants, and auditors), consultants, contractors, service providers, representatives, investors, financing sources, capital providers and prospects as well as affiliates, general partner, limited partner, trustee, nominee or manager ("**Permitted**

**Persons**") who are engaged in the Purpose and therefore requiring the Confidential Information on a need-to-know basis. Each Permitted Person must be informed that such information is confidential. Further, each Permitted Person shall be subject to confidentiality rules (contractual, by law or otherwise) not less strict than those foreseen in this NDA.

You agree that you will make sure that the Permitted Persons will use the Confidential Information solely for the Purpose and that they will keep such information strictly confidential. In particular, You agree to make sure that the Permitted Persons undertake not to mention the Purpose and not to disclose the Confidential Information to any third party, including but not limited to RootBridge's or their affiliates' directors, officers, partners, employees, advisors, lenders and their representatives without RootBridge's prior written consent.

Further, you agree that You, at Your sole expense, will take all reasonable measures to restrain the Permitted Persons from using any of the Confidential Information in a manner which is inconsistent with this NDA.

## **2. Duty of Confidentiality**

You herewith agree to keep all Confidential Information strictly confidential and to use it solely for the Purpose. Thus, You undertake not to disclose the Confidential Information to any third parties other than Permitted Persons without prior written consent of RootBridge.

Nothing herein shall restrict You from (i) reporting regularly to Your investors and/or any of Your affiliates on all information pertaining to the Purpose in accordance with Your reporting obligations under Your investment documents or to the extent required for legal, tax, audit or regulatory purposes, (ii) disclosing Confidential Information to Permitted Persons, and (iii) disclosing Confidential Information to a reasonable extent to investors or future investors for due diligence purposes, in each case of (i), (ii) and (iii) only on a need to know basis and based on appropriate non-disclosure agreements.

You agree to promptly advise RootBridge in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to Your attention and to take all steps reasonably requested by RootBridge to limit, stop or otherwise remedy such misappropriation, disclosure or use.

You shall make only such limited number of copies of the Confidential Information as are required for the execution of the Purpose, and provide those copies only to Permitted Persons. Confidential Information must be protected when in use and when stored to prevent unauthorized access and/or unauthorized disclosure.

Upon first request of RootBridge, You (and Your Permitted Persons) shall, at Your own expense, return, destroy or delete from any media and/or data processing system all information (including, but not limited to, copies, translations and any other records) transmitted by any physical or electronic means (save for information or data that was saved as a result of computer or other electronic or archival backup procedures and as a result cannot be permanently deleted).

## **3. No Circumvention**

You or Your affiliates agrees not to contact, initiate contact, attempt to contact or to do business with or enter into any business transaction, circumvent, attempt to circumvent, avoid or bypass RootBridge at any time for any purpose, either directly or indirectly, with any customer, client, bank, investor, source of funds, joint venture partner or other associates or affiliates introduces, references, suggested, recommended or otherwise identified by RootBridge without obtaining the prior written

permission of RootBridge. You also agree not to make use of a third party to circumvent this Section 3.

This Section 3 shall not apply to You in regard to persons with whom You had a proven pre-existing relationship at the time of disclosure.

#### **4. Non-Reliance / No Representation**

Although RootBridge will endeavour to include in the Confidential Information all facts which RootBridge believes to be relevant for the Purpose, You acknowledge and agree that none of RootBridge, its directors, officers, employees or advisors have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information. You acknowledge and agree that any estimates or projections with respect to future performance included in the Confidential Information are provided to assist You and the Permitted Persons in their evaluation but should not be relied upon as an accurate representation or assurance of future results. You agree that none of RootBridge, its directors, officers, employees or advisors shall be liable to You or any Permitted Person from the use of the Confidential Information.

You further acknowledge and agree that neither You nor any Permitted Person is relying on any communication (written, electronic or oral) of RootBridge as investment advice or as a recommendation to enter into any transaction or project, it being understood that information and explanations related to the terms and conditions of any transaction or project shall not be considered investment advice or a recommendation to enter into any transaction or project. No communication (written, electronic or oral) received from RootBridge shall be deemed to be an assurance or guarantee as to the expected results of any transaction or project.

#### **5. Required Disclosure**

In the event that You or a Permitted Person receives a request to disclose all or any part of any Confidential Information under the terms of a valid and effective order issued by a court of competent jurisdiction, judicial, regulatory or administrative agency or by a legislative body or committee, such disclosure shall constitute neither a violation of this NDA nor a cause of liability for any damage resulting from disclosure of the Confidential Information provided that: (i) You and the Permitted Persons use reasonable efforts to provide RootBridge with advance notice as to afford RootBridge the opportunity, at its sole cost and expense, to take the available legal steps to resist or narrow such request; (ii) You and the Permitted Persons reasonably cooperate with RootBridge if RootBridge undertakes legal actions against such request; (iii) You and the Permitted Persons, if disclosure of such Confidential Information is required by law, disclose only such part of the Confidential Information You and the Permitted Persons are obliged to disclose; and (iv) You and the Permitted Persons, to the extent possible, exercise reasonable efforts to obtain an order or other reliable assurance from the part of the appointing authority that confidential treatment will be accorded to the information disclosed.

#### **6. Legal Title to Intellectual Property Rights**

This NDA does not grant – whether express or implied – any legal title to intellectual property rights in case such intellectual property rights are included in the Confidential Information disclosed.

No license under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the disclosure of Confidential Information to You or any Permitted Person.

No agency, partnership, joint venture, or other joint relationship is created by this NDA.

## **7. Breach of Contract**

In the event You or a Permitted Persons breaches its obligations under this NDA, RootBridge may pursue all of its legal remedies. In case of a legal dispute in which RootBridge is the successful plaintiff, RootBridge shall be entitled to claim for reasonable compensation for its costs and expenses related to the legal dispute from You.

You acknowledge that money damages may not be a sufficient remedy for any breach of this NDA and You agree that RootBridge will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy will not be deemed to be the exclusive remedy for breach of this NDA but will be in addition to all other remedies available to RootBridge at law or equity.

## **8. General Provisions**

### **8.1. Notices**

All notices or other communications to be given under or in connection with this NDA shall be made in writing or electronic form and shall be delivered by registered mail or e-mail.

### **8.2. Severability / Good Faith**

Should any part or provision of this NDA be held to be invalid by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this NDA shall nonetheless remain valid. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection. The same shall apply if and to the extent that this NDA is found to contain any gaps or omissions.

### **8.3. No Waiver**

The failure of any of the Parties to enforce any of the provisions of this NDA or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights or in any way affect the validity of this NDA.

### **8.4. Term**

This NDA will terminate upon closure of Your account on the Website. Your obligations under this NDA will survive termination of this NDA and will be binding upon Your successors.

## **9. Governing Law and Jurisdiction**

This NDA shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), as amended from time to time.

All disputes arising out of or in connection with the present NDA, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved by the ordinary courts in Zurich, Switzerland.

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