DSLH HOLDING GMBH

Hohenstaufenstraße 32 · D-42287 Wuppertal · Germany

MUTUAL CONFIDENTIALITY AGREEMENT

Startups · Capital financing · Equity participations · Partnerships

Pre-Seed · Seed · Series A · Series B · Series C

Mutual · Confidential

⇄ MUTUAL AGREEMENT — BOTH PARTIES ARE EQUALLY ENTITLED AND OBLIGATED

PARTY A — DSLH HOLDING GMBH	PARTY B — COMPANY
DSLH Holding GmbH Hohenstaufenstraße 32 D-42287 Wuppertal, Germany Local Court (Amtsgericht) Wuppertal, HRB 26895 LEI: 529900L67PSC3UKSH924 EUID: DER1608.HRB26895 Managing Director / CEO: Dirk Meissner	Company: ___________________________________ Address: ___________________________________ Country / Region: ___________________________________ Legal form: ___________________________________ Represented by: ___________________________________ Financing stage: ☐ Pre-Seed ☐ Seed ☐ Series A ☐ Series B ☐ Series C+

§ PURPOSE · SCOPE

DSLH Holding GmbH and Party B intend to exchange confidential information mutually in connection with capital financings, equity participations, strategic partnerships or other investment projects — in particular at the Pre-Seed, Seed, Series A, B and C stages. This Agreement equally protects all information exchanged by both parties in the course of such discussions, negotiations, due-diligence reviews and presentations.

§ 1 CONFIDENTIAL INFORMATION

“Confidential Information” within the meaning of this Agreement means any and all information, data and know-how that one party communicates to the other in any form. This includes, in particular:

— business models, product developments, technologies, source code and intellectual property;
— financing documents, pitch decks, cap tables, valuations and investor lists;
— customer data, partner lists, market analyses and growth strategies;
— annual financial statements, financial projections, liquidity plans and contractual documents;
— oral information that is identified as confidential at the time of disclosure.

If information is disclosed orally or visually, it shall be marked as confidential. The disclosing party shall confirm this in writing within 14 days, unless the confidential nature of the information unambiguously follows from the context.

§ 2 EXCEPTIONS

This Agreement does not apply to information for which the recipient demonstrates that:

— (a) it lawfully possessed the information prior to its disclosure;
— (b) the information is, or becomes, publicly known without any act on the recipient’s part;
— (c) the information was developed independently and without use of the Confidential Information; or

— (d) the recipient is required to disclose by an authority or court — subject to prior notification of the disclosing party.

§ 3 MUTUAL CONFIDENTIALITY AND USE RESTRICTIONS

Both parties shall treat all Confidential Information received from the other party as strictly confidential and shall use it solely for the purpose of reviewing, negotiating and consummating a possible financing, equity participation or partnership.

In particular, the following are prohibited: use for competitive analysis, reverse engineering, solicitation of employees, co-founders or key personnel of the other party, and any use for the recipient's own commercial purposes outside the scope of this Agreement.

Each party shall apply at least the same degree of care that it applies to its own Confidential Information — and in no event less than industry-standard care. Losses or unauthorized disclosures shall be reported without delay.

§ 4 DISCLOSURE

Access to Confidential Information may be granted only to:

— employees and advisors who need it to perform their duties and who are bound by equivalent confidentiality undertakings;

— external professional advisors (lawyers, auditors, tax advisors, financial advisors) under contractual confidentiality obligations.

Disclosure to competitors, competing investors or other capital providers requires the prior written consent of the other party. Each party is liable for breaches by the persons it has involved.

§ 5 ANTI-CIRCUMVENTION

Neither party may, without the other party's express written consent, directly contact, approach or use for its own purposes the business contacts, investor relationships, technology partners or customers of the other party that have become known through this Agreement.

This restriction applies for a period of two (2) years from the conclusion of this Agreement and shall survive its termination.

§ 6 PROTECTION OF INVESTMENT AND NO OBLIGATION TO CONTRACT

This Agreement does not oblige either party to carry out an investment, equity participation, financing round or partnership. Both parties may terminate negotiations at any time without giving reasons.

Neither pitch decks, term sheets, letters of intent nor other preparatory documents create legally binding obligations unless expressly agreed in writing.

§ 7 INTELLECTUAL PROPERTY

This Agreement does not transfer any intellectual property rights. All patents, trademarks, copyrights, trade secrets, source code and other IP rights remain with their respective owner.

No express or implied licenses are granted. The use of the disclosed information solely for the agreed purpose does not constitute an IP transfer.

§ 8 RETURN AND DESTRUCTION

Upon request or in the event the discussions fail, all confidential documents of both parties shall be returned or verifiably destroyed within 10 business days. Destruction shall be confirmed in writing. Automated IT back-ups are exempt.

§ 9 DAMAGES FOR BREACH OF CONTRACT

In the event of a proven breach of this Agreement, the breaching party shall be liable for the entire actual damage incurred — including direct damages, lost profits, reputational damage and the costs of legal pursuit. The injured party is also entitled to demand injunctive relief and the surrender of unlawfully obtained advantages.

The claim requires proof of the actual damage and of causation. The burden of proof for the absence of damage rests with the breaching party.

§ 10 TERM AND TERMINATION

This Agreement enters into force upon signing by both parties and remains in force for a period of one (1) year. It may be terminated by either party upon thirty (30) days’ prior written notice.

The confidentiality obligations under § 11 shall survive any termination of this Agreement.

§ 11 DURATION OF THE CONFIDENTIALITY OBLIGATION

The confidentiality and use restrictions apply for three (3) years from the relevant disclosure, irrespective of the termination of this Agreement. Information that constitutes a trade secret within the meaning of applicable law (in particular the German Trade Secrets Act — GeschGehG) is subject to confidentiality without time limitation.

§ 12 GENERAL PROVISIONS

This Agreement may not be assigned without the other party’s written consent. It supersedes all prior agreements on this subject matter and may be amended only by a written instrument signed by both parties. Signatures transmitted electronically (text form within the meaning of § 126b BGB and the eIDAS Regulation) are legally effective.

Each clause is independently enforceable. A void clause shall be replaced by a legally effective rule that comes as close as possible to its commercial purpose.

REGIONAL PROVISIONS

R.EU-1 Governing law and place of jurisdiction

This Agreement is governed exclusively by German law (BGB / HGB). Exclusive place of jurisdiction: Wuppertal, Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-laws rules are excluded.

R.EU-2 Data protection (GDPR / BDSG)

Insofar as personal data is processed in the context of this Agreement, this is done in accordance with the EU General Data Protection Regulation (GDPR, Regulation 2016/679) and the German Federal Data Protection Act (BDSG). Each party is responsible for its own data-protection compliance. Where processing takes place outside the EU / EEA, appropriate safeguards (Art. 46 GDPR) shall be ensured.

R.EU-3 EU Trade Secrets Directive / GeschGehG

Confidential Information that qualifies as a trade secret within the meaning of EU Directive 2016/943 and the German Trade Secrets Act (GeschGehG) enjoys enhanced statutory protection. Trade secrets that are unlawfully obtained, used or disclosed entitle the injured party to assert all statutory remedies, including injunctive relief, damages and destruction.

UNITED STATES · USA · Delaware · New York · California

R.US-1 Governing law (U.S. transactions)

In the case of transactions with U.S. counterparties, the parties may alternatively agree on the law of the State of Delaware or New York. In the absence of a deviating agreement, German law applies (§ 13 of the main Agreement).

Competent courts: at the suing party's choice, either Wuppertal, Germany, or the state or federal courts in Delaware or New York.

R.US-2 Defend Trade Secrets Act (DTSA)

Confidential Information that qualifies as a trade secret within the meaning of the U.S. Defend Trade Secrets Act 2016 (18 U.S.C. § 1836 et seq.) enjoys federal protection. In the event of a breach, the injured party may apply to the competent U.S. federal court for ex-parte civil seizure. The immunity under 18 U.S.C. § 1833(b) for confidential disclosures to authorities or courts remains unaffected.

R.US-3 Data protection (USA)

To the extent that data of California residents is processed, the requirements of the California Consumer Privacy Act (CCPA, Cal. Civ. Code § 1798.100 et seq.) shall be observed. The respective state data-protection laws apply otherwise. For data transfers from the EU / EEA to the USA, appropriate transfer mechanisms (e.g. the EU–US Data Privacy Framework) shall be ensured.

R.US-4 Non-solicitation (states with restrictions)

In states that restrict non-solicitation (in particular California, North Dakota, Oklahoma), the non-solicitation obligation in § 3 is limited to actions permitted by law. The parties agree in such cases to refrain only from soliciting key personnel listed by name in a mutually signed annex.

ASIA · Singapore · Japan · China (PRC) · Hong Kong · South Korea · India

R.AS-1 Place of jurisdiction (Asian transactions)

In the case of transactions with Asian counterparties, the parties may agree on Singapore as a neutral place of jurisdiction, governed by the law of Singapore. Recommended alternative dispute-resolution forums: Singapore International Arbitration Centre (SIAC) or Hong Kong International Arbitration Centre (HKIAC) — UNCITRAL rules, seat of arbitration Singapore or Hong Kong respectively. In the absence of a deviating agreement, § 13 of the main Agreement applies.

R.AS-2 Trade-secret protection (Asia)

Singapore: protection under the Singapore Trade Marks Act and common-law confidence. Japan: protection under the Unfair Competition Prevention Act (UCPA). China (PRC): protection under the Anti-Unfair Competition Law (AUCL, rev. 2022) and the Civil Code; for particularly sensitive information, notarisation of the disclosures is recommended. South Korea: Industrial Technology Protection Act. India: common law of confidence.

R.AS-3 Data protection (Asia)

Singapore: Personal Data Protection Act 2012 (PDPA). Japan: Act on the Protection of Personal Information (APPI, rev. 2022). China (PRC): Personal Information Protection Law (PIPL, 2021) and Data Security Law (DSL, 2021) — cross-border data transfers require a security assessment or standard contractual clauses. Hong Kong: Personal Data (Privacy) Ordinance (PDPO). South Korea: Personal Information Protection Act (PIPA). India: Digital Personal Data Protection Act 2023 (DPDP).

§ 13 GOVERNING LAW (DEFAULT)

Subject to any deviating agreement under the regional provisions (R.EU-1, R.US-1, R.AS-1), this Agreement is governed exclusively by German law (BGB / HGB). Exclusive place of jurisdiction: Wuppertal, Germany. CISG and conflict-of-laws rules are excluded.

Any threatened or actual breach entitles the injured party to apply for immediate interim relief without proof of damage.

The signatories represent that they are duly authorized to bind their respective companies.

PARTY A — DSLH Holding GmbH	PARTY B — Company
Signature: _______________________________	Signature: _______________________________
Name: Dirk Meissner	Name: _______________________________
Position: Managing Director (CEO)	Position: _______________________________
Date: _______________________________	Date: _______________________________
Place: Wuppertal, Germany	Place: _______________________________