

Non-Disclosure Agreement

Between

Company:	Contact: Address:
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hereinafter as Vendor

and

Iskra eCommerce GmbH (23.investments), Aeschstrasse 4, 8834 Schindellegi, Switzerland -
UID: CHE-496.741.074 and its investors and holding (23 investments).

following as Interested Party

regarding

potential acquisition - project code name "Artemis".

1 Preamble

- 1.1 Iskra eCommerce GmbH, hereinafter the Interested Party, is interested in the acquisition of the Vendor. The parties are in contract negotiations for the acquisition.
- 1.2 In order to make further progress in the contract negotiations, the interested party shall examine the Vendor's company within the scope of a due diligence. For this purpose, the Vendor shall make confidential information about its company available to the interested party.
- 1.3 In order to safeguard the confidentiality interests of both parties, the contracting parties conclude the following confidentiality agreement.

2 Confidentiality

- 2.1 The parties undertake to maintain absolute confidentiality about the planned transaction and its content towards third parties. They agree to use exclusively the code name "Project Artemis" for the transaction during the negotiations, both among themselves and in the respective internal company relationship as well as any involved consultants.
- 2. The Vendor undertakes, as long as one of the contracting parties has not declared the negotiations unsuccessful, to provide the Interested Party with all information that is essential for an evaluation of the Company and a purchase decision.
- 2. The Vendor shall provide the information to the interested party to the best of its knowledge and as a basis for a reliable company valuation with regard to the intended transaction. The

Interested Party acknowledges that any liability of the Vendor for the accuracy and completeness of the Information is excluded to the extent permitted by law.

- 2.4 Any information provided orally, in writing, or otherwise by the Vendor or its advisors for the purpose of the Acquisition Review, whether disclosed prior to, contemporaneously with, or after the signing of this Agreement, shall be deemed confidential for purposes of this Agreement.
- 2.5 Information is only not confidential if
- a) they were demonstrably or publicly known to the interested party or its advisor at the time of disclosure by the Vendor;
 - b) they become known to the interested party or its advisors after disclosure by the provider and this is not directly or indirectly due to conduct by the interested party or its advisors; or
 - c) the Interested Party or its advisors have a legal or regulatory duty to disclose it, provided that such duty is communicated in writing to the Provider prior to disclosure.
- 2.6 The Interested Party undertakes to use all confidential information exclusively for the purpose of the company audit, the valuation of the Company and the preparation of the acquisition and to keep this information absolutely secret as long as the intended acquisition has not come about.
- 2.7 The Interested Party further undertakes to limit access to the Confidential Information to those directors, employees and consultants who need it for the purpose of the contract. Disclosure shall be made exclusively to those persons and only to the extent that this is absolutely necessary to achieve the purpose of the contract, whereby the recipients must be subject to contractual or statutory confidentiality obligations that are at least as strict as the present one.
- 2.8 The Interested Party shall also be obligated, upon written request of the Vendor, to immediately return or destroy any Confidential Information and all copies of such Confidential Information obtained as a result of the Acquisition Review and to confirm such destruction to the Vendor in writing.
- 2.9 The interested party undertakes to contact the employees of the Vendor only with the written consent of the Vendor. It may neither directly nor indirectly offer a position to the employees of the provider and may not derive any competitive advantage from the confidential information as long as the intended acquisition has not come about.

3 Duration

The obligations assumed under this Agreement shall take effect retroactively to the first disclosure of Confidential Information by the Vendor and shall remain in force until the successful conclusion of a acquisition agreement or, in the event that the negotiations are declared unsuccessful by one of the parties, for an unlimited period of time.

4 No forfeiture

If a party waives its right to enforce a contractual right in an individual case, this cannot be regarded as a general waiver of all contractual claims.

5 Salvatory clause

Should any provision of the present contract be or become ineffective, void, invalid or unenforceable, or should the contract contain a loophole, the legal validity of the remaining provisions of the contract shall not be affected thereby. In place of the ineffective, void, invalid or unenforceable provision, the parties shall set a provision which best corresponds to their intentions and their economic objective. This shall also apply in the event of a loophole in the contract.

6 Changes

This Agreement contains all rights and obligations of the Parties with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements between the Parties in this regard. Amendments and supplements to this contract must be made in writing. This also applies to the amendment of the present provision.

7 Applicable law

The present contract shall be governed by the law of Switzerland.

8 Jurisdiction

For all disputes arising out of or in connection with this Agreement, including disputes regarding its valid conclusion, its legal validity, its amendment or termination, the parties agree that the ordinary courts at the registered office of the Provider shall have exclusive jurisdiction.

10 Formal

The contract shall be executed in duplicate. Each party receives one copy. An electronic signature via Docusign is also legally valid under Swiss law (ZertES, SR 943.03).

Place:

Place: Schindellegi, Switzerland

Date:

Date:

Vendor:

Interested party:

Company:	Company: Iskra eCommerce GmbH / 23.investments
Name:	Name: Lukas Hertig
Title/Function:	Title/Function: Managing Director & Investor
Signature(s):	Signature:

Annotation:

The agreement must be signed for each party by a person with individual signature authority. If the members of the Board of Directors of the respective party only have collective signature by two, two members of the Board of Directors of each party or two other persons with signature authority must of course sign the present agreement.