

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Datorhall Recovery Alliance (DRA)
Operated by KikoSpace AG, Switzerland

This Mutual Non-Disclosure and Confidentiality Agreement ("**Agreement**") is entered into as of the date of last signature below ("**Effective Date**") by and between:

PARTY A ("Company")	[COMPANY NAME] [Address] [Registration Number]
PARTY B ("DRA")	KikoSpace AG CHE-113.539.846 MWST Burgstrasse 28, 8750 Glarus, Switzerland

Each individually a "**Party**" and collectively the "**Parties.**"

WHEREAS:

- (A) The Parties wish to explore a potential business relationship relating to the Company's possible participation in the Datorhall Recovery Alliance, a litigation pool pursuing European Union legal claims arising from Sweden's discriminatory energy tax treatment of colocation data center operators (2017-2023);
- (B) In connection with this evaluation, the Parties may disclose to each other confidential and proprietary information;
- (C) The Parties wish to protect such Confidential Information and establish mutual obligations of confidentiality;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means all non-public, proprietary information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with the Purpose, including but not limited to:

- (a) Financial information: balance sheets, income statements, tax returns, cost structures, pricing data, revenue projections, insurance coverage, and financial forecasts;
- (b) Operational data: infrastructure specifications, data center locations, capacity utilization, technical architecture, service levels, staffing, and business metrics;

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- (c) Customer and contract information: customer lists, contract terms, service agreements, and relationship details;
 - (d) Legal and regulatory information: compliance status, pending litigation, regulatory filings, and claims exposure analysis;
 - (e) Strategic information: business plans, growth strategies, market analysis, and competitive positioning;
 - (f) Any other information marked as "Confidential" or that a reasonable person would understand to be confidential given its nature and circumstances of disclosure.

1.2 Confidential Information includes information disclosed in any form (written, oral, electronic, visual). Oral disclosures shall be confirmed in writing within five (5) business days.

1.3 "Purpose" means the evaluation of the Company's potential participation in the Datorhall Recovery Alliance and related EU litigation proceedings.

2. EXCLUSIONS

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the Receiving Party;
- (b) was rightfully in the Receiving Party's possession before disclosure, as evidenced by written records;
- (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- (d) is rightfully received from a third party without confidentiality restrictions;
- (e) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party: (i) promptly notifies the Disclosing Party (unless legally prohibited), (ii) cooperates to obtain protective orders, and (iii) limits disclosure to the minimum required.

3. CONFIDENTIALITY OBLIGATIONS

3.1 The Receiving Party shall:

- (a) maintain Confidential Information in strict confidence using the same degree of care it uses for its own confidential information, but in no event less than reasonable care;
- (b) limit access to employees, consultants, legal counsel, and advisors ("Authorized Personnel") who have a legitimate need to know and are bound by written confidentiality obligations no less protective than this Agreement;
- (c) use Confidential Information solely for the Purpose;
- (d) not disclose Confidential Information to any third party without prior written consent, except as permitted under Section 4.

3.2 The Receiving Party shall implement appropriate technical and organizational security measures, including encryption for electronic data, access controls, and secure storage for physical documents.

3.3 Disclosure does not grant any license, intellectual property rights, or obligation to enter into any transaction. The evaluation remains entirely discretionary.

4. PERMITTED DISCLOSURES

The Receiving Party may disclose Confidential Information to:

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- (a) legal counsel, auditors, and insurance advisors, provided they are bound by confidentiality obligations no less protective than this Agreement;
 - (b) litigation funders and investors evaluating participation in the DRA claims, under separate NDA;
 - (c) EU institutions, Swedish regulatory authorities, or courts, as required in connection with the litigation proceedings;
 - (d) regulatory authorities where legally required.

The Receiving Party remains responsible for any breach by recipients of Confidential Information.

5. TERM AND DURATION

5.1 This Agreement is effective from the Effective Date and continues for **three (3) years**, unless earlier terminated by either Party upon thirty (30) days' written notice.

5.2 Confidentiality obligations survive termination for:

- (a) three (3) years from the date of disclosure for general business information;
- (b) five (5) years from the date of disclosure for litigation-related information;
- (c) indefinitely for trade secrets under Swiss law.

6. RETURN OR DESTRUCTION

6.1 Within thirty (30) days of termination, expiration, or written request, the Receiving Party shall, at the Disclosing Party's election, either **return** or **securely destroy** all Confidential Information, including copies.

6.2 Destruction shall be accomplished by shredding (physical) or permanent deletion using data destruction software (electronic). The Receiving Party shall provide written certification of destruction within fifteen (15) days.

6.3 The Receiving Party may retain one archival copy in a secure location for legal compliance purposes, and backup copies where deletion is technically impractical, provided such copies remain subject to confidentiality obligations.

7. REMEDIES

7.1 The Parties acknowledge that breach of this Agreement may cause irreparable harm not adequately compensable by monetary damages. The Disclosing Party is entitled to seek injunctive relief and other equitable remedies without posting bond.

7.2 Equitable relief is in addition to, not in lieu of, monetary damages and other remedies at law.

7.3 The prevailing party in any dispute arising from this Agreement shall be entitled to recover reasonable attorney's fees and costs.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement is governed by and construed in accordance with the substantive laws of **Switzerland**, without reference to conflict of law principles.

8.2 The Parties irrevocably submit to the exclusive jurisdiction of the competent courts of the **Canton of Glarus, Switzerland**.

8.3 This Agreement is made in English. In case of translation discrepancies, the English version prevails.

9. GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior negotiations and agreements.

9.2 Amendment. This Agreement may be amended only by written document signed by both Parties.

9.3 Severability. If any provision is found invalid or unenforceable, it shall be reformed to the minimum extent necessary, and the remaining provisions shall remain in full force.

9.4 No Waiver. Failure to enforce any provision shall not constitute a waiver of the right to enforce it subsequently.

9.5 Assignment. Neither Party may assign this Agreement without prior written consent, except to a successor in a merger or sale of substantially all assets.

9.6 Counterparts. This Agreement may be executed in counterparts, including by electronic signature (PDF), each constituting an original.

9.7 No Obligation. Nothing in this Agreement creates any obligation to enter into any transaction, business arrangement, or litigation participation.

9.8 Confidentiality of Agreement. The existence and terms of this Agreement are themselves Confidential Information, except as required by law or as disclosed to legal counsel, accountants, and insurers.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTY A — COMPANY

Signature

Name: _____

Title: _____

Company: _____

Date: _____

PARTY B — DRA / KIKOSPACE AG

Signature

Name: Dzianis Kryvashei

Title: Director, KikoSpace AG

Company: KikoSpace AG (CHE-113.539.846 MWST)

Date: _____

*This document is provided for evaluation and discussion purposes.
Each Party should seek independent legal advice before signing.*