IBEX SERVICES SA · SMEMARKET.CH

Non-Disclosure Agreement

Direct Buyer Confidentiality Undertaking

Swiss SME Target Company Introductions · SMEMARKET.CH Platform
Governed by Swiss Law · Art. 1 et seq. CO · nDSG / FADP · Jurisdiction: Chiasso (Mendrisio-Sud), Canton Ticino — exclusive
IBEX SERVICES SA · www.smemarket.ch · info@smemarket.ch · Version 3 · July 2026 · Template

§ PARTIES TO THIS AGREEMENT

1. Parties

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

Party	IBEX SERVICES SA — operating SMEMARKET.CH
Role	Disclosing Party / Platform Operator
Registered Office	Via Serafino Balestra 6, 6830 Chiasso, Switzerland
Company No. (UID)	CHE-114.803.997
Website / Email	www.smemarket.ch · info@smemarket.ch

and

Party	[BUYER FULL LEGAL NAME / FULL NAME]
Role	Receiving Party — Direct Buyer acting in its own name and for its own account
Address	[REGISTERED OFFICE / DOMICILE]
Company No. (UID)	[CHE-... — if a legal entity]
Represented by	[NAME, TITLE — if a legal entity]
Email / Phone	[EMAIL] · [PHONE]

Each of the above is referred to as a "Party" and collectively as the "Parties".

§ DEFINITIONS

2. Definitions

2.1. Capitalised terms not defined herein have the meaning given in the Platform's General Terms and Conditions (Version 3, July 2026 — the "GTC") and in the Direct Buyer Intermediation Agreement (Version 3, July 2026 — the "Intermediation Agreement") executed between the Parties.

2.2. "Target Company" means any Swiss SME company in respect of which the Disclosing Party provides Confidential Information to the Receiving Party, as identified in the corresponding Introduction Notice (Schedule A).

2.3. "Introduction Notice" means the written notice issued by the Disclosing Party in the form of Schedule A, identifying a specific Target Company, countersigned by the Receiving Party, and forming an integral part of this Agreement. Each Introduction Notice constitutes the Disclosing Party's authorization to disclose the identified Confidential Information and the Receiving Party's acknowledgment of receipt. No Confidential Information identifying a Target Company shall be disclosed before the corresponding Introduction Notice is countersigned; the countersigned Introduction Notice is a condition precedent to disclosure.

2.4. "Confidential Information" means all non-public information relating to the Target Company disclosed or made available by the Disclosing Party to the Receiving Party in connection with the evaluation of a potential acquisition, in whatever form, including: the identity of the Target Company; financial statements, management accounts, projections and valuations; operational data, customer, supplier and employee information; the fact of and the terms of any potential transaction; and any information derived therefrom. The existence of this Agreement and of each Introduction is itself Confidential Information.

2.5. "Permitted Purpose" means the evaluation, negotiation and potential completion of the acquisition of the Target Company by the Receiving Party, for its own account, through the Platform.

2.6. "Representatives" means the directors, officers, employees, professional advisors (legal, financial and tax counsel) and financing parties of the Receiving Party who have a strict need to know the Confidential Information for the Permitted Purpose and who are bound by obligations of confidentiality no less restrictive than this Agreement.

2.7. "Business Day" means any day other than a Saturday, Sunday or public holiday in Canton Ticino, Switzerland.

§ CONFIDENTIALITY OBLIGATIONS

3. Confidentiality Obligations of the Receiving Party

3.1. The Receiving Party undertakes, in respect of each Target Company, to:

(a) keep all Confidential Information strictly confidential and not disclose it to any third party other than Representatives, without the prior written consent of the Disclosing Party;

(b) use Confidential Information solely for the Permitted Purpose and for no other purpose whatsoever — including no competitive-intelligence gathering, market research, benchmarking or valuation-shopping;

(c) not copy, reproduce, summarise or store Confidential Information beyond what is strictly necessary for the Permitted Purpose;

(d) apply at least the same degree of care as to its own confidential information of a similar nature, and in any event no less than a reasonable standard of care;

(e) before any disclosure to a Representative, ensure that such Representative is aware of the confidential nature of the information and is bound by obligations at least as restrictive as this Agreement.

3.2. The Receiving Party is liable for any breach of this Agreement by its Representatives as if the breach were its own.

3.3. No direct contact. The Receiving Party shall not, and shall procure that its Representatives do not, approach, contact or enter into any communication with the Target Company, its shareholders, officers, employees, advisors or any counterparty introduced by the Disclosing Party, other than through the Platform and with the prior written consent of the Disclosing Party. This restriction survives the termination of this Agreement and of the Intermediation Agreement for the full duration of the anti-circumvention Tail Period under the Intermediation Agreement.

3.4. The Receiving Party shall promptly notify the Disclosing Party in writing upon becoming aware of any actual or threatened unauthorized disclosure or use of Confidential Information, providing full details and cooperating fully in any remedial action.

§ EXCEPTIONS

4. Exceptions to Confidentiality

4.1. The obligations under Article 3 do not apply to information that the Receiving Party can demonstrate by clear contemporaneous written evidence: (a) is or becomes publicly available other than through a breach of a confidentiality obligation; (b) was already lawfully known to it before disclosure, as evidenced by written records predating this Agreement; (c) is independently developed without use of or reference to Confidential Information; or (d) is received from a third party lawfully in possession and free of any confidentiality obligation.

4.2. If the Receiving Party is required by law, court order or regulatory authority to disclose Confidential Information, it shall: (a) notify the Disclosing Party as far in advance as legally practicable; (b) cooperate fully in seeking a protective order or equivalent relief; and (c) disclose only the minimum portion strictly required. Compelled disclosure does not relieve the Receiving Party of its obligations in respect of any other Confidential Information.

§ RETURN AND DESTRUCTION

5. Return and Destruction

5.1. Upon the earlier of: (a) written request by the Disclosing Party; (b) a decision not to proceed with the acquisition of the Target Company; or (c) termination of this Agreement or the Intermediation Agreement — the Receiving Party shall promptly return or permanently and irreversibly destroy (at the Disclosing Party's election) all Confidential Information in whatever form held, procure that its Representatives do the same, and certify compliance in writing within five (5) Business Days, specifying the method of destruction.

5.2. The Receiving Party may retain an archival copy solely to the extent required by a specific mandatory provision of applicable law or by order of a competent authority, provided that: (a) retention is limited to the minimum scope and period required; (b) the retained information remains subject to this Agreement; and (c) the Receiving Party notifies the Disclosing Party in writing of the legal basis for retention within five (5) Business Days.

§ NON-SOLICITATION

6. Non-Solicitation

6.1. During the term of this Agreement and for twenty-four (24) months following its termination, the Receiving Party shall not, and shall procure that its Representatives do not, directly or indirectly solicit, hire or engage any officer, director, key employee or consultant of the Target Company identified through the Introduction, without the Disclosing Party's prior written consent. Bona fide public advertisements not targeted at such persons are not restricted.

§ LIQUIDATED DAMAGES

7. Liquidated Damages for Breach

7.1. The Parties agree that the actual loss from a breach of this Agreement — to the Disclosing Party, the Target Company and its beneficial owners — would be difficult or impossible to quantify with precision.

7.2. Accordingly, in the event of any breach of this Agreement by the Receiving Party or its Representatives, the Receiving Party shall pay the Disclosing Party a contractual penalty (Konventionalstrafe) within the meaning of Art. 160 et seq. CO of CHF 50,000 per breach. Payment of the penalty does not release the Receiving Party from its obligations under this Agreement (Art. 160 para. 2 CO); further damages exceeding the penalty may be claimed in accordance with Art. 161 para. 2 CO. A breach affecting multiple Target Companies or constituting multiple independent acts gives rise to a separate claim per Target Company and per act.

7.3. The liquidated damages are without prejudice to injunctive relief under Article 8 and to the full Success Fee under the Intermediation Agreement where a breach results in a circumvented transaction.

§ REMEDIES

8. Equitable Remedies and Indemnification

8.1. The Receiving Party acknowledges that breach of this Agreement would cause irreparable harm for which monetary damages may be an inadequate remedy in isolation. The Disclosing Party is entitled to seek injunctive relief, specific performance and any other remedy available under Swiss law, including interim measures under Art. 261 et seq. of the Swiss Civil Procedure Code (CPC). The Receiving Party acknowledges — as a matter of evidence that may be relied upon in any such application — that a breach of this Agreement would be likely to cause the Disclosing Party, the Target Company and its beneficial owners harm not easily reparable within the meaning of Art. 261 para. 1 lit. b CPC.

8.2. The Receiving Party shall indemnify the Disclosing Party, its directors, officers, employees and affiliates on a full indemnity basis against all losses, costs, liabilities and expenses (including legal fees on a full indemnity basis) arising from any breach of this Agreement by the Receiving Party or its Representatives.

8.3. **Stipulation in favor of third parties.** The obligations of the Receiving Party under this Agreement are entered into also for the benefit of the Target Company, the seller side and their respective beneficial owners, as a genuine stipulation in favor of third parties within the meaning of Art. 112 para. 2 CO. Each such third party may enforce the obligations of this Agreement directly against the Receiving Party; the rights and remedies of the Disclosing Party remain unaffected.

§ DATA PROTECTION

9. Data Protection and Information Duty

9.1. Each Party shall process personal data disclosed under this Agreement in compliance with the nDSG/FADP. The Disclosing Party's Privacy Policy (Version 3, July 2026) is available at www.smemarket.ch.

9.2. Confidential Information will include personal data of the Target Company's officers, shareholders and employees. The Receiving Party shall process such data solely for the Permitted Purpose, not transfer it except to Representatives bound by equivalent obligations, and delete or return it in accordance with Article 5. Disclosure to the Receiving Party constitutes disclosure to an independent controller, not joint controllership.

9.3. The Disclosing Party fulfills its information duty under Art. 19–21 nDSG by providing this Agreement and referencing its Privacy Policy in each Introduction Notice; for individuals whose data was submitted by the seller side, the Disclosing Party relies on the seller side having fulfilled the information duty in accordance with the Privacy Policy. The Receiving Party warrants the same toward its own individuals (authorized signatories and beneficial owners) whose data it submits.

§ RELATIONSHIP WITH OTHER DOCUMENTS

10. Relationship with the Intermediation Agreement and GTC

10.1. This Agreement supplements the Intermediation Agreement and the GTC. In case of conflict regarding confidentiality matters, this Agreement prevails.

10.2. Nothing in this Agreement modifies the Receiving Party's obligations regarding anti-circumvention, the Success Fee or notification duties under the Intermediation Agreement.

10.3. Framework structure. This Agreement operates as a framework agreement: executed once, it is activated on a per-introduction basis through countersignature of an Introduction Notice (Schedule A). Each Introduction Notice is incorporated into and governed by this Agreement without re-execution.

§ DURATION

11. Duration and Termination

11.1. This Agreement takes effect upon signature and continues until the latest of: (a) five (5) years from execution; (b) the expiry of the anti-circumvention Tail Period under the Intermediation Agreement in respect of the last Introduction made hereunder; and (c) the expiry of all return-and-destruction obligations under Article 5.

11.2. Termination does not affect obligations already arisen, including in respect of Confidential Information already disclosed. Confidentiality obligations survive termination for three (3) years following the end of the term, and for the full duration of any statutory retention period.

§ GENERAL PROVISIONS

12. General Provisions

12.1. Entire Agreement. This Agreement, together with each Introduction Notice, constitutes the entire agreement regarding its subject matter. Introduction Notices do not constitute amendments.

12.2. Amendments; Assignment; No Waiver; Severability. Amendments must be in writing signed by both Parties. The Disclosing Party may assign its rights freely; the Receiving Party may not assign without prior written consent. Failure to enforce is not a waiver. Invalid provisions do not affect the remainder.

12.3. Notices. In writing by registered mail or email with read receipt to the addresses in Article 1.

12.4. Governing Law; Jurisdiction. Swiss law exclusively governs; the CISG is excluded. The exclusive place of jurisdiction is the seat of the Platform Operator in Chiasso, Canton Ticino, Switzerland (currently within the jurisdiction of the Pretura del Distretto di Mendrisio-Sud), subject only to any mandatory forum prescribed by applicable law; the Disclosing Party may seek interim relief before any competent court in any jurisdiction.

12.5. Language; Counterparts. Executed in English; the English version prevails. Counterparts and electronic signatures are valid under Swiss law.

§ EXECUTION

13. Signatures

This Agreement is executed in two (2) originals, one for each Party. Each subsequent Introduction Notice (Schedule A) is executed as an addendum without re-execution of this Agreement.

For and on behalf of	For and on behalf of
IBEX SERVICES SA (SMEMARKET.CH)	**Direct Buyer (Receiving Party)**
Signature	Signature
Name and Title	Name and Title
Place and Date	Place and Date

§ SCHEDULE A

Schedule A — Introduction Notice

To be completed by the Disclosing Party and countersigned by the Receiving Party for each Target Company introduction. Each countersigned Schedule A forms an integral part of the Agreement and activates confidentiality obligations for the identified Target Company. No identifying Confidential Information shall be disclosed before countersignature.

Introduction Date	[DATE]
Target Company	[ANONYMISED DESCRIPTION — e.g. 'Swiss ... Company, Canton ...']
SMEMARKET Reference	[INTERNAL REFERENCE CODE]
Sector	[SECTOR / INDUSTRY]
Revenue Range	[CHF RANGE]
Transaction Type	[Share Deal / Asset Deal / TBC]
Scope of Disclosure	Information memorandum, financial summary, operational overview
Disclosure Medium	[Platform data room / email / meeting]
Governing Agreement	Non-Disclosure Agreement — Direct Buyer, v3, July 2026, executed between the Parties

By countersigning this Schedule, the Receiving Party confirms: (a) receipt of the Confidential Information described above; (b) that the confidentiality obligations under the Agreement apply with full effect to this introduction; (c) that no identifying information relating to the Target Company has been or will be disclosed prior to countersignature; and (d) that it acts in its own name and for its own account, and that Confidential Information will be shared only with Representatives in accordance with Article 3.

For and on behalf of

IBEX SERVICES SA (SMEMARKET.CH)

Signature

Name and Title

Place and Date

For and on behalf of

Direct Buyer (Receiving Party)

Signature

Name and Title

Place and Date