

Pre-Listing Confidentiality Undertaking

Seller Onboarding — Operator as Receiving Party

Governed by Swiss Law · Jurisdiction: Chiasso (Mendrisio-Sud), Canton Ticino — exclusive
IBEX SERVICES SA · www.smemarket.ch · info@smemarket.ch · Version 1 · July 2026 · Template

§ PARTIES

1. Parties and Purpose

1.1. This Undertaking is given by **IBEX SERVICES SA** (UID CHE-114.803.997, Via Serafino Balestra 6, 6830 Chiasso, Switzerland), operating SMEMARKET.CH (the "Operator", as Receiving Party), to **[PROSPECTIVE SELLER FULL LEGAL NAME / FULL NAME]**, **[ADDRESS]** (the "Prospective Seller", as Disclosing Party) [acting directly / represented by **[ADVISOR / FIDUCIARY NAME]**, its authorised advisor, whose disclosures are protected hereunder], in respect of **[TARGET COMPANY — NAME / UID]** (the "Target Company").

1.2. Purpose. The Prospective Seller will disclose non-public information concerning the Target Company so that the Operator can assess the contemplated disposal, verify identity and eligibility, and prepare an anonymised draft listing for the SMEMARKET.CH platform (the "Purpose"). This Undertaking protects such information from the date of first contact until an Intermediation Agreement is executed or discussions end.

§ CONFIDENTIALITY

2. Undertaking of the Operator

2.1. The Operator shall: (a) keep all non-public information received in connection with the Purpose — including the identity of the Prospective Seller and of the Target Company, financial and operational information, and the fact that a disposal is contemplated (the "Information") — strictly confidential; (b) use the Information solely for the Purpose; (c) not disclose the Information to any third party, including any prospective buyer, and not publish any listing, before execution of the Intermediation Agreement, except to its directors, employees and professional advisors who need to know it for the Purpose and are bound by equivalent obligations; and (d) apply at least the same degree of care as to its own confidential information, and no less than a reasonable standard of care.

2.2. Excluded is information that: (a) is or becomes public other than by breach; (b) was lawfully known to the Operator before disclosure; (c) is independently developed without use of the Information; or (d) must be disclosed by law or to a competent authority, in which case the Operator will, where lawful, inform the Prospective Seller in advance and limit disclosure to the minimum required.

2.3. No proceed, no trace. If the Parties do not execute an Intermediation Agreement, the Operator shall, on written request, delete or return the Information and confirm deletion in writing, subject only to retention required by a specific mandatory provision of applicable law.

§ DURATION, DATA & LAW

3. Duration, Data Protection, Governing Law

3.1. This Undertaking takes effect retroactively from the date of first contact and remains in force for three (3) years, unless superseded earlier. Upon execution of an Intermediation Agreement by or on behalf of the seller side in respect of the Target Company, Article 10 of that agreement supersedes this Undertaking, without prejudice to rights already accrued. No fee of any kind is payable in connection with this Undertaking or the onboarding assessment.

3.2. Personal data contained in the Information is processed in accordance with the nDSG/FADP and the Operator's Privacy Policy (Version 3, July 2026), available at www.smemarket.ch.

3.3. Swiss law exclusively governs this Undertaking. The exclusive place of jurisdiction is the seat of the 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. Electronic signatures are valid under Swiss law.

For and on behalf of

IBEX SERVICES SA (SMEMARKET.CH)

Signature · Name and Title · Place and Date

For and on behalf of

**Prospective Seller / Authorised Advisor
(Disclosing Party)**

Signature · Name and Title · Place and Date