LEGAL

Mutual Non-Disclosure Agreement (Customers)

Version 1, 26 November 2026

Parties. Honr, Inc. d/b/a SupplyChat, 1111b S Governors Avenue, STE 25649, Dover, DE 19904, United States, operating from Berlin ("SupplyChat"), and the business whose legal name is given when this agreement is accepted (the "Customer"). Each party may disclose information to the other and may act as Discloser and as Recipient.

Acceptance. This agreement is concluded when a person who states that they are authorised to act for the Customer accepts it online after verifying their work email address. SupplyChat then sends this agreement as a PDF to that address. If the Customer and SupplyChat have signed a separate non-disclosure agreement, that agreement applies instead of this one.

1. Purpose

The parties wish to work together on the sourcing, quotation and supply of goods and related services through SupplyChat, including the evaluation of the Customer's requirements, the search for and assessment of suppliers, quotations, orders, production follow-up, inspection and delivery (the "Purpose"). Confidential Information may be used for the Purpose only.

2. Confidential Information

"Confidential Information" means any non-public information disclosed by the Discloser to the Recipient in connection with the Purpose, in any form, whether or not marked confidential, including specifications, drawings, designs, bills of materials, part numbers, quantities, target prices, quotations, lead times, manufacturing processes and the identity of the Discloser's own customers. The identity of a supplier that SupplyChat names to the Customer is SupplyChat's Confidential Information.

Confidential Information does not include information that the Recipient can show:
1. was public at the time of disclosure, or became public without breach of this agreement;
2. was already lawfully in the Recipient's possession without a duty of confidence;
3. was received from a third party entitled to disclose it; or
4. was independently developed without use of the Confidential Information.

3. Obligations

The Recipient shall:
1. use Confidential Information solely for the Purpose;
2. keep it confidential and protect it with no less care than it applies to its own confidential information of similar importance, and in any event with reasonable care;
3. disclose it only to those of its employees, affiliates and professional advisers who need it for the Purpose and who are bound by confidentiality obligations at least as protective as those in this agreement, and remain responsible for their compliance;
4. not disclose it to any other third party without the Discloser's prior consent in text form (email is

enough), except as clause 3a allows; and
5. not reverse engineer, copy or reproduce any samples or data beyond what the Purpose requires.

3a. Disclosure to suppliers. Sharing the Customer's requirements with suppliers is the service. SupplyChat may therefore disclose the Customer's Confidential Information to manufacturers, suppliers, logistics providers, inspectors and auditors that it approaches or engages for the Purpose, provided that:
1. each of them is bound by confidentiality obligations in writing that are at least as protective in substance as this agreement;
2. SupplyChat discloses only what that recipient needs for its part of the Purpose;
3. SupplyChat does not name the Customer to a supplier unless this is needed to deliver, ship or clear goods for the Customer, or the Customer agrees; and
4. SupplyChat remains responsible to the Customer for their compliance.
The Customer may mark specific information "not for suppliers" or ask SupplyChat to name a supplier before that supplier receives it; SupplyChat will then follow that instruction.

3b. References. SupplyChat does not name the Customer as a customer, and does not show the Customer's name or logo, unless the Customer has agreed in text form, including through the separate logo or case-study consent. Such consent may be withdrawn at any time for the future.

3c. Independent business. Nothing in this agreement restricts either party from doing business with anyone, or from developing, buying or selling any product, provided it does not use the other party's Confidential Information to do so. Whether the Customer may order directly from a supplier that SupplyChat named is governed only by the Customer Sourcing Terms, not by this agreement.

4. Compelled disclosure
If the Recipient is required by law, court or regulatory authority to disclose Confidential Information, it may do so to the extent required, provided it notifies the Discloser in text form without undue delay where legally permitted, and limits the disclosure to what is required.

5. No licence, no obligation
No right, licence or intellectual property is granted by this agreement or by any disclosure under it, except the right to use Confidential Information for the Purpose. Nothing in this agreement obliges either party to enter into any further agreement, to place or accept any order, or to continue discussions.

6. Return and deletion
On the Discloser's request in text form, and in any event when the Purpose ends, the Recipient shall return or delete Confidential Information and copies of it within thirty (30) days, and confirm this in text form on request. SupplyChat will ask the suppliers that received the Customer's Confidential Information to do the same. The Recipient may retain copies required by mandatory law, needed to document orders, deliveries and invoices, or held in routine electronic backups; these remain subject to this agreement for as long as they are retained.

7. Term
This agreement applies to Confidential Information disclosed in connection with the Purpose, including information disclosed before the agreement was accepted. Either party may end it for

future disclosures with thirty (30) days' notice in text form. The confidentiality obligations continue for five (5) years from the date of each disclosure. For information that qualifies as a trade secret, they continue for as long as it remains a trade secret.

8. No warranty

Confidential Information is provided as is. Neither party warrants its accuracy or completeness, and neither party is liable to the other for reliance on it, except in cases of intent or gross negligence.

9. General

This agreement contains the entire understanding of the parties on its subject matter and governs confidentiality also under the Customer Sourcing Terms. Amendments require text form (email is enough). If any provision is or becomes invalid, the remaining provisions stay in force. Neither party may assign this agreement without the other's consent in text form, except to a successor of its business.

10. Governing law and jurisdiction

This agreement is governed by Swiss law, excluding its conflict-of-law rules. The exclusive place of jurisdiction is Zurich, Switzerland. Either party may also seek interim relief against a breach of confidentiality at the other party's registered office.