



## Confidentiality Agreement

Between \_\_\_\_\_  
hereinafter called **Investor**

and **BrainsToVentures AG (b-to-v)**, Blumenaustr. 36, P.O. Box 142, CH-9004 St. Gallen,  
hereinafter called **b-to-v**

**Preamble** On Private Deal Network (privateDN) Investors as members discuss certain matters, in particular private investment activities, and have access to deals being presented by b-to-v and other members. All these deals have been pre-screened by b-to-v, the operator of privateDN. These activities require each of the parties, i.e. the Investor and b-to-v representative for all other members of privateDN, to disclose certain confidential information to the respective other party.

Therefore, in consideration of the confidential disclosure of information, the parties agree on the following:

- Confidentiality**
1. The Investor acknowledges that all written and oral information furnished to it by b-to-v and other members of privateDN in connection with private investment activities are valuable and confidential.
  2. The obligations pursuant to this Agreement shall not apply to any information that (a) is or becomes publicly available to a party hereto other than as a result of a breach of this Agreement by such party; or (b) was lawfully available to a party hereto prior to such information having been made available to such party under this Agreement; or (c) becomes available to a party hereto from a source other than the other party, which source the party could reasonably believe is at the time of receipt of the information by the party not bound by any confidentiality obligation to the other party in relation to such information; or (d) was developed independently by the Investor without the usage of confidential information.
  3. The Investor agrees that he will not disclose confidential information of the other party for any reason or purpose whatsoever without the prior written or oral consent of b-to-v. The Investor further agrees that he shall not utilize, employ, exploit or in any other manner whatsoever use the confidential information disclosed by the other party for any purpose without the prior written consent of b-to-v in particular, without limitation, for purposes of competing in any way with the other party.

**Confidential Information** Confidential information shall include all information whether written, oral or stored in any form of electronic devise, knowledge, data, drawings, know-how, analysis, computations, studies, copies, transcripts, and other material communicated on privateDN to the Investor, acquired by the Investor from privateDN, prepared by the Investor from or in connection with any of the above information, or which contain or are based in whole or in part upon such information.

**Internal Dissemination**

1. Notwithstanding the above, the parties agree that confidential information may be disclosed to identified employees and/or advisers of the Investor with a need to know.
2. The Investor will provide b-to-v upon request with a complete and up-dated list of those of its employees and advisers who are or will be provided with the confidential information.
3. The Investor will procure that each individual to whom confidential information has been or will be made available is made to adhere to the terms of this Agreement.

**Term of Agreement** This Agreement shall remain in effect in excess of the termination of the Investor’s membership on privateDN between the parties unless otherwise stated by mutual written agreement.

**Governing Law** This Agreement shall be governed by and construed in accordance with the laws of Switzerland. The court of jurisdiction is St. Gallen, Switzerland.

**Severability Clause** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Investor

St. Gallen, \_\_\_\_\_

\_\_\_\_\_  
b-to-v