

Non-Disclosure Agreement
(NDA)
PACTA Climate Test Switzerland 2024

Participant _____

Contact person _____

(First Name, Last Name, e-mail)

the Undersigned Rocky Mountain Institute (RMI)
Colorado charitable corporation
2490 Junction Place
Ste 200
Boulder, Colorado 80302

Contact person Brian O'Hanlon; Managing Director
Bohanlon@rmi.org

Effective date _____

Period February 2024 – December 2024

the Undersigned Fahrländer Partner AG
Seebahnstrasse 90
8003 Zürich

Contact person Thomas Wider; Partner

Effective date _____

Period February 2024 – December 2024

This Non-Disclosure Agreement (the "Agreement") is signed between the following parties:

- Rocky Mountain Institute (RMI),
- Fahrländer Partner AG (RMI and Fahrländer Partner AG are referred to as "the Undersigned"); and
- Company Name (hereinafter referred to as "Participant").

Participant has agreed to disclose Confidential Information, as defined below, to the Undersigned for purposes of the PACTA 2024 Climate Test Switzerland (the "Purpose") and subject to the terms and conditions set forth in this Agreement.

1. The Undersigned agree to treat as confidential Participant's portfolio data and any other Information Participant uploads to the PACTA tool in connection with the Purpose, as well as the fact that Participant is participating in the PACTA 2024 Climate Test Switzerland (the "Confidential Information"). For purposes of this Agreement, portfolio data refers to Participant's listed equity and corporate bonds, and real estate data. Confidential Information does not include information that is presently in the public domain or is publicly disclosed subsequent to this agreement other than by breach of this agreement.

2. The Undersigned may only disclose the Confidential Information as provided for in this Agreement; with the prior written consent of Participant; to Undersigned's employees and authorized representatives with a need to know the information in connection with the Purpose and who have signed, or are otherwise bound by, agreements containing confidentiality obligations and use restrictions at least as restrictive as those contained herein; and when disclosure is required by applicable law or regulation, by a court of competent jurisdiction or by another appropriate regulatory body provided that the Undersigned gives Participant reasonable prior written notice of such required disclosure to permit Participant to seek confidential treatment of such Confidential Information.

3. The Undersigned is authorized to use the Confidential Information once Participant submits it via the Transition Monitor Platform or other, mutually agreed, channels as part of the meta and peer analysis for the Purpose, which includes one meta report for all participants and one sector report per financial sector, as well as individual reports (Interactive reports and executive summaries) for individual participants. The meta-analysis will provide an anonymous overall view, ensuring that no participant or participant's customer is identifiable. The meta-analysis will be sent to the FOEN for publication. The meta report may include historical analysis and will include peer comparison.

4. If Participant participated in the PACTA 2022 Climate Test Switzerland and has not yet requested deletion of its Confidential Information, Participant authorizes the

Undersigned to use the 2024 portfolio data for a historical comparison analysis as part of the meta report. This analysis will also be anonymized to prevent any inferences to Participant.

5. Participant grants RMI the right to use aggregated, anonymized Confidential Information for research purposes.

6. Confidential Information will be stored in the EU or Switzerland.

7. Participant does not make any representations, warranties, express or implied, as to the truth, accuracy, completeness or adequacy of the Confidential Information.

8. The Undersigned agree, within 10 business days of receipt of a written request from Participant, to return or destroy all documents and other materials in the undersigned's possession, custody or control that contain any part of the Confidential Information; provided, however, that an Undersigned may retain any material containing Confidential Information to the extent required to do so by applicable law or governing body; that cannot be reasonably be expunged from computer systems and/or back-up devices/systems; or to the extent required pursuant to an Undersigned's compliance or document retention policies. Confidentiality obligations as set forth in this Agreement shall continue to apply with respect to such retained Confidential Information.

9. The Undersigned confirm that they have taken note of the following legal principles:

- that the Confidential Information enjoy legal protection as business secrets (Art. 162 StGB) and/or bank client confidentiality (Art. 47 BankG);
- that the Confidential Information can be considered confidential facts and enjoy legal protection due to their group affiliation;
- that the Confidential Information enjoy legal protection under the federal law on data protection;
- that violations of the aforementioned areas of protection can be prosecuted under civil and criminal law;
- that these confidentiality obligations continue to exist without restriction in terms of content and time even after the end of the employment relationship.

9.2 Any person who betrays a manufacturing or trade secret that he is under a statutory or contractual duty contract not to reveal, any person who exploits for himself or another such a betrayal, shall be liable on complaint to a custodial sentence not exceeding three years or to a monetary penalty.

10. Any notice or demand permitted or required under this Agreement shall be in writing

and shall be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon person delivery; five days after deposit in the mail; or upon acknowledgment of receipt of electronic mail. Notices shall be sent to the addresses set forth in the beginning of this. Agreement or such other address as a party may specific in writing.

11. This Agreement may be executed in multiple counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts together constitute one and the same instrument. A counterpart may be delivered by e-mail attachment (PDF).

Each of the parties hereto have executed this Agreement as of the Effective Date.

This document is the sample of the NDA which will be used for the Swiss Climate-Test 2024. It's purpose is for participants to be able to review the legal document prior to the platform opening for registration.

The pre-signed NDA by both RMI and Fahrländer AG will be accessible for download on the platform after registration by the participants from 1st of March 2024 onwards.