



Non Disclosure Agreement (NDA)

PACTA Climate Test Switzerland 2022

Participant _____

Contact person _____

(First Name, Last Name, e-mail)

the Undersigned **Wuest Partner AG**
Old Stock Exchange
Bleicherweg 5
8001 Zurich
Switzerland
T +41 44 289 90 00

Contact person Dr. Reto Frey
pacta@wuestpartner.com

Project number 12103

2° Investing Initiative Germany eV (2DII)
German non-governmental organization
(Company number: 95167518)
Schoenhauser Allee 188
10119 Berlin
Germany

Contact person Jakob Thomae
pactacop@2degrees-investing.org

Rocky Mountain Institute (RMI)
Colorado charitable corporation
2490 Junction Place
Ste 200
Boulder, Colorado 80302
Brian O'Hanlon

Contact person Bohanlon@rmi.org

Effective date _____

Period June 2022 – December 2022

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

- **Wüest Partner AG 9 (Wüest);**
- **2° Investing Initiative (2DII); and**
- **Rocky Mountain Institute (RMI),**

(collectively Wüest, 2DII and RMI 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 2022 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 2022 Climate Test Switzerland (the "Confidential Information"). For purposes of this Agreement, portfolio data refers to Participant's listed equity, 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 will include historical analysis and peer comparison.
4. If Participant participated in the PACTA 2020 Climate Test Switzerland and has not yet requested deletion of its Confidential Information, Participant authorizes the Undersigned to use the 2020 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.
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 (Art. 161 StGB) 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.
10. The Undersigned confirm that they have been made aware of the following criminal offenses in particular:

10.1 Art. 47 Banking Act, Banking Act (banking secrecy) Switzerland

- 1 A custodial sentence not exceeding three years or a monetary penalty shall be imposed on anyone who intentionally:
 - a. discloses a secret that has been entrusted to him in his capacity as a body, employee, agent or liquidator of a bank or of a person in accordance with Article 1b or as a body or employee of an audit company or that he has perceived in this capacity;

- b. attempts to induce such a breach of professional secrecy;
 - c. discloses a secret disclosed to him or her in accordance with letter a to other persons or exploits it for his or her own benefit or that of another person.
- 1bis A custodial sentence not exceeding five years or a monetary penalty shall be imposed on anyone who procures a pecuniary advantage for himself or another through an act in accordance with paragraph 1 letter a or c.
- 2 Any person who acts negligently shall be liable to a fine of up to 250,000 francs.
- 3 Intentionally left blank
- 4 Violation of professional secrecy is punishable even after termination of the official or service relationship or the exercise of the profession.
- 5 The federal and cantonal provisions on the duty to testify and on the duty to provide information to an authority are reserved.
- 6 The prosecution and adjudication of acts under this provision are the responsibility of the cantons. The general provisions of the Criminal Code¹⁷² shall apply.

10.2 Art. 162 Criminal Code, StGB (violation of manufacturing or business secrets) Switzerland

Anyone who betrays a manufacturing or business secret that he is supposed to keep as a result of a legal or contractual obligation, whoever exploits the betrayal for himself or another person, will be punished, on request, with imprisonment for up to three years or a fine.

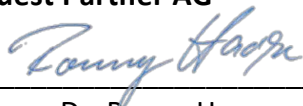
10.3 Art. 35 Data Protection Act , DSG (breach of professional confidentiality) Switzerland

- A. Anyone who intentionally discloses secret, particularly sensitive personal data or personality profiles without authorization, which he learned about in the exercise of his job that requires knowledge of such data, will be punished with imprisonment or a fine on request.
- B. Anyone who intentionally discloses secret, particularly sensitive personal data or personality profiles without authorization, which he learned about while working for the person subject to the obligation of confidentiality or during training with him, will be punished immediately.

- C. The unauthorized disclosure of secret personal data or personality profiles that are particularly worthy of protection is punishable even after the professional practice or training has ended.
11. 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 specify in writing.
 12. 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.

Wuest Partner AG



Name: Dr. Ronny Haase

Title: Managing Director

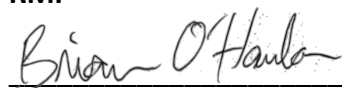
2° Investing Initiative



Name: Dr. Jakob Thomae

Title: Managing Director

RMI



Name: Brian O'Hanlon

Title: Managing Director

Participant

Name:

Title: