



# Confidentiality Agreement

*Between CapitalRock GmbH and the Recipient*

**DISCLOSING PARTY**

CapitalRock GmbH

Address: \_\_\_\_\_

Commercial Register: \_\_\_\_\_

Represented by: \_\_\_\_\_

— hereinafter "CapitalRock" —

**RECEIVING PARTY**

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Address: \_\_\_\_\_

Registration / Legal Form: \_\_\_\_\_

Represented by: \_\_\_\_\_

— hereinafter "Recipient" —

**§ 1**

## Subject Matter & Purpose

This agreement governs the handling of confidential information disclosed by CapitalRock to the Recipient in connection with a potential financing, investment, or business relationship (the "Purpose"). This includes, in particular, investor materials, financial models, tokenomics, legal and compliance documentation, business strategy, and technical architecture.

**§ 2**

## Confidential Information

"Confidential Information" means all business, financial, technical, legal, strategic, or personal information the Recipient receives from CapitalRock — whether or not explicitly marked as confidential, and whether disclosed in written, electronic, oral, or any other form. This includes, in particular:

- Pitch deck, executive summary, financial model, unit economics, traction data
- Tokenomics paper, whitepaper, smart-contract code and addresses
- Legal setup, cap table, shareholder and participation structures
- MiCA/BaFin correspondence, compliance policies, licensing strategy
- Business partners, market makers, exchange agreements, pipeline data
- Technical architecture, infrastructure, security and audit reports

§ 3

### Obligations of the Recipient

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The Recipient agrees:

- to use Confidential Information exclusively for the Purpose and not for any own or third-party business purposes;
- to protect Confidential Information with at least the same degree of care as its own confidential information, and in no event with less than the diligence of a prudent business person;
- to limit access to Confidential Information to employees, officers, advisors, and affiliates who strictly require such information for the Purpose ("need-to-know") and to bind such persons to equivalent confidentiality obligations;
- not to disclose, copy, publish, or make public any Confidential Information to third parties without CapitalRock's prior written consent.

§ 4

### Exceptions

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The confidentiality obligation does not apply to information that:

- was already publicly known at the time of disclosure or can be demonstrably shown to have been previously known to the Recipient;
- becomes publicly known through no action or omission of the Recipient;
- is lawfully made available to the Recipient by a legitimate third party without any obligation of confidentiality;
- is independently developed by the Recipient without reference to any Confidential Information, as demonstrably proven;
- must be disclosed due to mandatory statutory or regulatory requirements — in which case CapitalRock shall be notified without undue delay.

§ 5

### No Transfer of Rights · No Obligation to Contract

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All Confidential Information remains the exclusive property of CapitalRock. This agreement does not grant any licenses, rights, or other claims with respect to intellectual property, trademarks, patents, trade secrets, or any other know-how. Neither party is obligated to disclose Confidential Information or to enter into any business relationship.

§ 6

Term · Return · Destruction

This agreement enters into force upon signature by both parties and shall remain in effect for a period of **three (3) years** from signature. The confidentiality obligations shall survive the termination of this agreement for a further **five (5) years**. Upon written request by CapitalRock, the Recipient shall return or verifiably destroy all Confidential Information — including copies, excerpts, and derivative documents — within ten (10) business days.

§ 7

Contractual Penalty & Damages

In the event of a culpable breach of any confidentiality obligation under this agreement, the Recipient undertakes to pay a contractual penalty of **€50,000** per individual breach to CapitalRock. Multiple related breaches shall be treated as a single breach. Further claims for damages are expressly reserved; the contractual penalty shall be credited against any such damages.

§ 8

Final Provisions

This agreement shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction — to the extent legally permissible — shall be the registered seat of CapitalRock. Amendments and supplements must be made in writing; this shall also apply to any waiver of this written-form requirement. Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.

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PLACE, DATE

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PLACE, DATE

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CAPITALROCK GMBH

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Managing Director · for CapitalRock GmbH

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RECIPIENT

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Legally binding signature · Name in block letters