
Rōvn investor confidentiality agreement

Investor confidentiality agreement · September 5, 2026

Agreement ID: rovn-investor-confidentiality

Version: 2026-09-05-v1

Purpose: confidential investment diligence. This document is not an investment commitment.

This agreement is between **RÖVN INC., a Delaware corporation** (the Company), and the individual or entity identified as Investor on the signing page. A person signing for an entity represents that they have authority to bind that entity. The agreement takes effect when the Investor signs the Company's approved invitation to this agreement.

1. Purpose and confidential information

The Company may provide nonpublic information so the Investor can evaluate a potential investment in the Company (the Purpose). Confidential Information means nonpublic information disclosed for that Purpose that is identified as confidential or that a reasonable recipient would understand to be confidential from its nature and the circumstances. It includes nonpublic financial, capitalization, commercial, customer, personnel, technical, security and product information, and notes or analyses that reveal that information.

The public investor website, public pitch deck and public newsletter are not Confidential Information merely because they also appear in the diligence room. Information is excluded to the extent the Investor can demonstrate that it became public without a breach of this agreement, was lawfully known without a confidentiality restriction before disclosure, was received lawfully from a third party without a duty of confidentiality, or was independently developed without using the Confidential Information.

2. Use, protection and permitted representatives

The Investor will use Confidential Information only for the Purpose, protect it with at least reasonable care, and disclose it only to its partners, employees, investment committee members and professional advisers who need it for the Purpose and are bound by confidentiality obligations at least as protective as this agreement or applicable professional duties. The Investor is responsible for its representatives' compliance with this agreement.

A room account belongs to its named, verified user. The Investor must not share account credentials or grant another person access through that account. Representatives who need room access must receive their own approval. Permission to share information under this agreement does not itself create a room account or override a document's access restrictions.

The Investor will promptly notify the Company at **gmboumi@rovn.to** of known unauthorized use or disclosure of the Confidential Information and reasonably cooperate in limiting it. No provision requires the Investor to disclose information where doing so would violate law or privilege.

3. Legally required and protected disclosures

The Investor may disclose information to the extent required by law, regulation, subpoena or court order. Where legally permitted, it will give the Company prompt notice and reasonable cooperation so the Company can seek protective treatment, at the Company's expense. It will disclose only what is legally required.

Nothing in this agreement prohibits communicating with a government agency, reporting suspected violations of law, cooperating with a government investigation, or making disclosures protected by whistleblower law. Notice to or consent from the Company is not required for a protected disclosure.

4. Duration and room access

This agreement covers disclosures made during the two years after its effective date. The duties in Section 2 continue for five years after each covered disclosure. For information that remains a trade secret under applicable law, those duties continue while it qualifies as a trade secret.

The Company may stop providing information or revoke room access at any time. A signing invitation or room-access receipt may expire before the confidentiality obligations expire. Access expiration or revocation does not cancel obligations covering information already received.

5. Return and deletion

On the Company's written request, the Investor will promptly return or delete Confidential Information, including copies and materials that reveal it, and confirm completion in writing. The Investor may retain material required by law or bona fide internal record-retention obligations and material in routine backup systems that is not readily accessible in ordinary operations. Retained material remains protected and may not be used for another purpose.

6. Investment freedom; no license or commitment

This agreement does not restrict the Investor from considering, making or managing other investments, including investments in competing businesses, provided it does not use or disclose the Company's Confidential Information in breach of this agreement. It creates no exclusivity, noncompetition, employment, agency, partnership or financing obligation.

No intellectual property license is granted beyond the limited right to evaluate the information for the Purpose. Information is supplied as is, without a warranty of completeness or accuracy. Any investment, representations or continuing disclosure obligations must be set out in separate definitive agreements. Neither party is obliged to proceed with a transaction.

7. General terms and electronic records

Delaware law governs this agreement, without regard to conflict-of-laws rules. The Company may seek equitable relief for a breach where the applicable legal requirements are met. If a provision is unenforceable, the remaining provisions continue in effect. A modification or waiver must be in writing accepted by both parties; failure to enforce a provision is not a waiver.

This agreement is the entire agreement concerning the Confidential Information disclosed for the Purpose. It does not replace a separate written agreement that expressly identifies information subject to different confidentiality duties. The Company may assign this agreement to a successor in connection with a merger, reorganization or sale of substantially all of its relevant business or assets. The Investor may not otherwise assign it without the Company's written consent.

The parties agree to electronic signing and delivery. The Investor must have a chance to read, download and retain the agreement before signing and receive a completed copy afterward. The electronic signature and the agreement version to which it is attached form the signing record. Merely checking an access box, opening a link or viewing a document does not create a signature.

Investor signing page

Investor legal name (individual or entity): _____

Signer's full name: _____

Title / capacity, if signing for an entity: _____

Verified room account email: _____

Electronic signature: _____

Date: _____

Company notice contact: **gmboumi@rovn.to**

The Company offers this agreement only after its owner has approved the exact template and deliberately issued a signing invitation.