

INNOVADR LTD's CONFIDENTIALITY & SECURITY POLICY

1. The goal of INNOVADR ("us", "we", or "our") is to assist people involved in disputes to organise amicable dispute resolution processes and resolve them faster, cheaper and better on a "no settlement, no fee basis". This Confidentiality and Security Policy will constitute a binding agreement between us and you (the user), once you will have accepted our terms and conditions by accepting them with the click box provided and registering on our online platform (the "**Platform**") for the first time. We also operate the websites <https://www.innovadr.com> and www.innovadr.org and may collect non-personal data via these websites. All data will be used for the sole purpose of helping parties to resolve their disputes and for INNOVADR to assist them in so doing (the "**Purpose**"). We commit not to collect or provide any personal information regarding you or anyone else who's personal information you enter without their consent, and to comply with the requirements of Regulation (EU) 2016/679 (the EU General Data Protection Regulation or "**GDPR**"), and all laws and regulations required under Swiss law for the processing, use, disclosure, anonymisation and storage of any personal or confidential information.
2. We understand that all information provided on this platform should be treated as confidential information belonging to the disclosing party and with the highest degree of care, unless it is already publicly available information. We also understand that attorney-client or work product privilege may attached to certain information shared between clients and their counsel using the Platform. No such information may be shared, disclosed or sold by INNOVADR to any third parties without the disclosing party's express prior written consent.
3. In order to assess a dispute and its likelihood of reaching a settlement, INNOVADR may need to appoint staff or consultants for the Purpose and may need to provide them and INNOVADR's staff and consultants with access to information provided parties on the Platform, including personal and confidential information. These persons will all be bound by undertakings of confidentiality, will only use such information for the Purpose, and will also be required to comply with GDPR and all applicable laws with respect to data privacy and the protection of personal information. We will only collect or use such information as is deemed necessary or useful for the Purpose. This may include: (i) verifying your identity; (ii) identifying your procedural preferences; (iii) opening, accessing or otherwise managing data in your account; (iii) ensuring you receive satisfactory support; or (v) meeting regulatory requirements or any legal obligations. No information shall be used for any reason other than the Purpose.
4. INNOVADR may provide the answers provided in any application forms or questionnaires to one or more appointed dispute resolution neutrals, such as a mediator, a conciliator or an arbitrator (each an "**ADR Neutral**"), or a professional institution providing such services, subject to obligations of confidentiality and professional secrecy. Any ADR Neutral or institution appointed as a result of your working with INNOVADR will also be bound by obligations of professional secrecy, data privacy and confidentiality, and shall not share any such information with any third parties or use them for any other reason than the Purpose. They may inform us (and indeed shall be under an obligation to promptly do so if they are appointed) if your dispute settles (whether in whole or in party), including the beginning and final dates of any process conducted by them. They may not, however, disclose the substance of any settlements or agreements reached, or other confidential information provided to them in the context of any dispute resolution proceedings they handle.
5. Protecting your confidential and personal information is one of our highest priorities. We will handle all such information by using Amazon Web Services, Inc. ("**AWS**") in view of its AWS Compliance Programs as described at <https://aws.amazon.com/compliance/programs/>. All information will be stored on servers managed by AWS and in accordance with its security standards.

6. Our confidentiality and privacy commitment includes ensuring the accuracy, confidentiality, and security of your confidential and personal information as well as any third parties whose information you have provided, allowing you to access, alter, delete and otherwise correct all such information provided by you. We may, however, collect, keep and use anonymised data regarding your use of the Platform or your answers to any forms or any questionnaires on the Platform, provided that this data can never be traced back to you. We may also share it with any ADR Neutrals appointed and with the other parties involved in any matter in which you have agreed to use INNOVADR's services.
7. We are committed to ensuring the security of your confidential and personal information using the standards mentioned above, and will take reasonable measures to prevent and limit any unauthorised use of any passwords, encryption protections, firewalls, restricted employee access or other methods you may have used to try to protect your information act accordingly, to the best of our knowledge and ability at all times, relying on the support of professionally qualified service providers who comply with industry norms.
8. We will use appropriate security measures to ensure any confidential or personal information is properly destroyed or anonymised, including deleting any electronically stored information as may be appropriate. This includes:
 - a. **Limiting Data Access**
 - i. Controlling confidentiality is, in large part, about controlling who has access to data. Ensuring that access is only authorized and granted to those who have your permission or on a "need to know" basis goes a long way in limiting unnecessary exposure. Users should also authenticate their access with strong passwords (at least 8 characters, including at least one capital letter and at least one number) and not share them with others.
 - b. **Security**
 - i. The security of your confidential and personal information is extremely important to us, but please remember we cannot guarantee its safety, and that no method of transmission over the Internet, or method of electronic storage is 100% secure. We can only work in accordance with best practices and strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.
 - ii. We will use appropriate encryption and decryption algorithms to ensure your data security.
 - iii. We may use two-factor authentication system to make your account more secure.
 - iv. We will store confidential information in encrypted format that is password protected, and shall not read, access, copy or use your password information.
 - v. We will use HTTPS or HSTS protocols for all online submissions whenever you access the Platform.
9. **Consent to use temporary one-time registration passwords:** Your e-mail address is the primary way in which you will be identified, and it constitutes your unique user "Email ID". You consent to our generating and sending you via e-mail a temporary one-time registration password to log into our Platform using that Email ID. You agree to change your temporary password promptly after logging in for the first time to a secure password of your own choosing in accordance with Section 8 above, and will remain solely responsible for maintaining the security and confidentiality of your own password.
10. **Access to User Data:** You consent that INNOVADR may collect and use all of the information provided to you via the Platform for pre-assessment and decision making on a possible business case for investing in an ADR process in each case as part of the Purpose, including generating personality profiles using such tools as <https://www.crystalknows.com/> and using such online features for follow up meetings or discussions as <https://www.zoom.us> or other online communication systems.
11. **Liability Disclaimer:** We will not be liable for any security or confidentiality breaches due to AWS or any third party providers we rely on for collecting or hosting any data, whether via the Platform or via our websites. Neither INNOVADR, its staff, the ADR Neutral(s) nor any consultants working with them will have any liability for any losses incurred by you as

a result of having provided any information via the Platform, save in the event of fraud. They are authorized to send all correspondence by e-mail, without special encryption, unless expressly requested and provided by you in advance. They may download and save all documents received onto their computers and any platforms they normally use to save files (e.g., Dropbox, Google Drive, iCloud, etc.). They shall not be liable for any unauthorized access or hacking of their databases or files. Any documents may be signed electronically, using a reputable electronic signature provider service, such as Adobe, Docusign, etc. They may also work with known online conference calling systems (e.g., ZOOM, GOTOMEETING, SKYPE, MS TEAMS, BLUEJEANS, WEBEX, KUDO, ZOHO etc.) and communicate with the Parties by SMS, WhatsApp, Signal, SLACK or any other reputable systems.

12. Acceptance and Changes to this Policy

- a. This policy is a binding agreement between you and INNOVADR. You agree that we may update it from time to time, by posting it on the Platform.
- b. You are advised to review this policy periodically for any changes. Changes to this Policy shall be effective whenever they are first posted.

13. Governing Law and Dispute Resolution: This agreement is governed by and to be construed and applied in accordance with Swiss law. Any dispute, controversy or claim arising out of or in relation to this agreement, including the validity, invalidity, breach or termination thereof as well as any non-contractual claims, shall be submitted to mediation in accordance with the Swiss Rules of Mediation of the Swiss Chambers' Arbitration Institution (SCAI) in force on the date when the request for mediation was submitted to SCAI. If such dispute, controversy or claim has not been fully resolved by mediation within sixty (60) days from the date when the mediator(s) has (have) been confirmed or appointed by SCAI, it shall be settled by expedited arbitration in accordance with SCAI's Swiss Rules of International Arbitration in force on the date when the request for arbitration was submitted to SCAI in accordance with those rules. The number of arbitrators shall be one (1). The seat of any mediation or arbitration proceedings shall be Geneva, Switzerland although you consent to all proceedings taking place via the Internet, or at any other physical locations that parties may agree to from time-to-time. The language of any mediation or arbitration proceedings shall be English, although documents and evidence may be provided in French without need for translation.

14. Contact Us

- i. Please do not hesitate to contact us if you have any questions about this policy or the confidentiality of any information posted on the Platform. You may reach us by e-mail at info@innovadr.com.

This policy was last revised on January 11, 2024