

General Terms and Conditions of SECOIA Executive Consultants AG for Consultancy Services

SECOIA Executive Consultants AG
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Schweiz

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1. General principles

- 1.1 SECOIA Executive Consultants AG (hereinafter referred to as "SECOIA") provides all services in the scope of consulting on the basis of these "General Terms and Conditions Consulting" (hereinafter referred to as "GTC") and the individual written offer from SECOIA.
- 1.2 These GTC shall also apply to all future contractual relationships, even if no express reference is made to them in an offer from SECOIA.
- 1.3 Deviating general terms and conditions of the Customer shall only apply if SECOIA has expressly recognised them in writing.
- 1.4 Amendments to these GTC must be made in writing. Verbal collateral agreements and declarations shall only be effective if SECOIA confirms them in writing.

2. Scope of consulting services, conclusion of contract

- 2.1 The scope of the consulting services shall be based on SECOIA's written offer.
- 2.2 Offers are valid for four weeks, unless otherwise stated in the offer.
- 2.3 By accepting the offer, the client agrees that the services offered by SECOIA may include recommendations, but that SECOIA is neither responsible nor liable for their implementation nor for decisions based on or serving the implementation of the recommendations.
- 2.4 The contract is concluded upon acceptance of the offer submitted by SECOIA. Acceptance shall take place upon receipt by SECOIA of the order confirmation attached to the offer and signed by the Customer.

3. Duty to co-operate

- 3.1 The Customer shall ensure that SECOIA is provided with all necessary information and data in a timely manner, even without special request, and that the necessary reliable, correct and complete information is provided. This also applies to all information, data, processes and circumstances that only become available or known during the consultancy work.
- 3.2 The relationship of trust between the Client and SECOIA requires that SECOIA is comprehensively informed about previous and/or ongoing consultations in connection with the consulting services to be provided.
- 3.3 The Customer shall ensure that all requirements as set out in the offer are correct.
- 3.4 The Client shall make all decisions necessary for the provision of the agreed consulting services in a timely manner and obtain any necessary approvals (e.g. approvals from the group management, the supervisory board, the employees, the works council, etc.).

- 3.5 The Company and its representatives are solely responsible for the following, among other things:
- a. performing all management functions and making all management decisions,
 - b. selecting a competent member of management to oversee SECOIA's services,
 - c. assessing the appropriateness and results of these services on behalf of the company,
 - d. To take responsibility for the results of these services, to establish and maintain internal controls, including our activities, without limitation.
- 3.6 If the agreed consulting services are provided on the client's premises, the client shall provide the necessary office infrastructure free of charge and ensure that all organisational framework conditions are in place and that the undisturbed provision of services is guaranteed.
- 3.7 If the Customer violates its obligations to co-operate or other circumstances beyond SECOIA's sphere of influence exist which prevent SECOIA from providing the agreed consulting services, an agreed schedule (milestones) shall be postponed. In addition, SECOIA shall be entitled to charge the Customer for any additional costs (e.g. idle times of the employees deployed).

4 Performance of the consulting services

- 4.1 SECOIA owes the provision of the consulting services specified in the offer, but not a specific economic success.
- 4.2 SECOIA shall be entitled to regard the information and documents provided by the Customer as correct and complete. Unless expressly agreed otherwise, SECOIA is not obliged to identify inaccuracies.
- 4.3 SECOIA shall endeavour to comply with the Customer's request for the deployment of certain employees, but expressly reserves the right to deploy and reassign employees at its own discretion, as is appropriate, expedient and possible for the provision of the services.
- 4.4 SECOIA shall be entitled to have agreed services performed in whole or in part by co-operation partners or competent third parties.

5 Rights of use, protection of intellectual property, confidentiality

- 5.1 All documents provided by SECOIA in paper or electronic form (in particular offers, analyses, statements, expert opinions, etc.) are the intellectual property of SECOIA. The Customer recognises SECOIA's exclusive rights to the documents, whether or not the documents are protected by copyright, trademark or competition law.
- 5.2 The Customer may use the documents provided during and after termination of the contractual relationship exclusively for its own business purposes that are covered by the contract and the specifically agreed scope of services. The Customer shall not be entitled to modify analyses, statements, expert opinions, etc. of SECOIA.
- 5.3 Without the prior written consent of SECOIA, the Customer is prohibited from passing on the documents in whole or in part to third parties, publicly reproducing them, quoting from them or referring to them to third parties. This shall also apply if the client has obtained SECOIA's consent, if the economic environment and the relevant framework conditions have changed since the consent was obtained and/or the consultancy service is now outdated. The only exception to this is if applicable laws, regulations, rules and professional obligations prevent a restriction on disclosure (in this case there is no restriction on the disclosure of

- opinions, expert opinions, reports or other work results).
- 5.4 In the event of a breach of points 5.2 or 5.3, SECOIA shall be exempt from any liability for any resulting damages.
 - 5.5 The relationship of trust between the Customer and SECOIA requires strict confidentiality. With regard to this contract and all information provided in connection with this consultancy contract that has been designated as confidential by the disclosing party, the recipient undertakes to protect the confidential information adequately or in accordance with the applicable professional principles, to use it only for the performance of this contract and to reproduce it only to the extent necessary for the fulfilment of the contract. Confidentiality shall not apply to information that is already known to third parties or the recipient.
 - 5.6 SECOIA, its employees and the co-operation partners involved undertake to maintain confidentiality about all matters that become known to them in connection with their work for the client.
 - 5.7 SECOIA may only hand over reports, expert opinions and other documents relating to its activities and their results to third parties with the consent of the Client.
 - 5.8 The obligation to maintain confidentiality shall also apply for the period after termination of the contract. Exceptions to this are cases in which there is a legal obligation to provide information or if SECOIA has been expressly released from the obligation of confidentiality by the client.

6 Data protection

- 6.1 SECOIA is the data controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed within the scope of the order. SECOIA is authorised to process personal data entrusted to SECOIA as part of its consulting activities, to store it in electronically managed files and to have it processed by third parties with whom a corresponding data processing agreement within the meaning of Art. 9 GDPR has been concluded. Materials provided to SECOIA (paper and data carriers) will generally be handed over to the customer or to a third party named by the customer after completion of the relevant service provision or, if this has been agreed separately, stored or destroyed by SECOIA. SECOIA is authorised to retain copies of these insofar as it requires them for the proper documentation of its services or if it is legally required or customary in the profession.
- 6.2 SECOIA undertakes to maintain data secrecy for itself and its employees in accordance with the applicable provisions of the GDPR and the Data Protection Act as amended and will also oblige any third parties it engages to do the same.
- 6.3 SECOIA and all other members of the SECOIA network are authorised to electronically store order data (name, address, contact person, order scope, fee scope and order period) and to transmit this data to other members of the SECOIA network for the purpose of avoiding conflicts of interest, ensuring their independence as required by professional law and complying with stock exchange regulations.
- 6.4 SECOIA uses appropriate technical and organisational measures to secure the processed data, taking into account the nature, scope, circumstances and purposes of the processing as well as the different probabilities of occurrence and severity of the risks to the rights and freedoms of the data subjects, always adapted to the current state of the art, in order to

ensure that data processing is carried out in accordance with the requirements of the GDPR. In the absence of a written agreement to the contrary in individual cases, electronic communication between the client and SECOIA or vice versa shall take place in unencrypted and unsigned form, which means that reading or manipulation by third parties cannot be ruled out with certainty.

- 6.5 Further details on data protection and in particular on the information obligations pursuant to Art. 19-21 FADP can be found on the website <https://www.secoia-excon.com/privacy-policy>.

7 Fee

- 7.1 The amount of SECOIA's fee depends on the type and scope of the agreed services and is specified in SECOIA's offer. In the absence of an express agreement, an appropriate fee shall be owed.
- 7.2 Any travelling expenses of SECOIA employees and cash expenses shall be charged separately.
- 7.3 Unless otherwise agreed, invoices shall be issued monthly in arrears.
- 7.4 Invoices are due for payment immediately without deduction.
- 7.5 Any objections to invoices must be made in writing to SECOIA within seven days of receipt. Failure to raise objections within this period shall be deemed acknowledgement of the invoice.
- 7.6 In the event of default of payment, SECOIA shall be entitled to charge default interest in the amount of 5.0% above the base interest rate of the Swiss National Bank (pursuant to Art 102-109 CO), but at least 5.0%. Furthermore, SECOIA is authorised to temporarily suspend ongoing services and to withdraw from the contract after unsuccessful reminders. The customer shall bear all reminder and collection charges and legal costs incurred and necessary for appropriate legal action.

8 Cancellation

- 8.1 Unless otherwise agreed (e.g. in the case of the commissioning of definable projects or parts of projects), the contract may be terminated by either party in writing with 30 days' notice to the end of a calendar month.
- 8.2 SECOIA reserves the right to terminate the business relationship with immediate effect, in whole or in part, by written notice, if it becomes apparent that (i) due to a change in law, jurisdiction or other regulations or (ii) due to a change in other circumstances (including changes in the ownership structure of your company or your affiliated companies) a continuation of our assignment would be unlawful, in particular if the continuation of the assignment would be in conflict with independence regulations or professional principles.
- 8.3 The client shall reimburse SECOIA for the services rendered and expenses incurred up to the expiry of the contractual relationship and shall compensate SECOIA for all costs and expenses incurred in connection with the cancellation.

9 Liability

- 9.1 SECOIA shall only be liable for the final report to the extent agreed below and under no circumstances for interim reports, including e-mails and other communications, which are communicated during the project term.

- 9.2 SECOIA shall only be liable for damages if intent or gross negligence is proven. Liability for slight negligence is excluded in any case. This also applies if SECOIA uses third parties to fulfil the contract.
- 9.3 SECOIA shall not be liable for loss of profit, consequential damages, indirect and indirect damages or pure financial losses of any kind.
- 9.4 Furthermore, SECOIA's liability shall be limited to the amount of the order, but not more than CHF 350,000. A single case of damage shall be understood as the sum of the claims for damages of all entitled parties resulting from a uniform service. SECOIA shall also only be liable for damages arising from several similar, uniform services due to several breaches based on the same professional error up to the order amount or a maximum of CHF 350,000.
- 9.5 If, in the opinion of the Customer, the possible volume of damages exceeds the aforementioned amount, SECOIA shall, at the request of the Customer, endeavour to take out additional insurance to the existing liability insurance to cover this risk, provided that the Customer pays the insurance premium incurred for this.
- 9.6 Any claims for damages must be asserted in court within three months of becoming aware of the damage, but no later than three years after the event giving rise to the claim, otherwise they shall be excluded.
- 9.7 If SECOIA calls in a third party, e.g. a data processing company, a chartered accountant or a lawyer, to provide its consulting services and has informed the Client of this in writing, SECOIA shall be released from liability and only the third party called in shall be liable to the Client for the damage for which it is responsible.
- 9.8 Any liability of SECOIA towards persons other than the Customer is expressly excluded. If documents from SECOIA are passed on to third parties with their consent, this shall not establish any liability on the part of SECOIA towards the third party. Should SECOIA exceptionally be liable towards a third party, the above limitations of liability shall apply not only in the relationship between SECOIA and the customer, but also towards the third party. In the event that a third party asserts claims for damages against SECOIA, the Customer shall fully indemnify and hold SECOIA harmless.

10 Loyalty, non-solicitation

During the term of this contract and for a further period of six months after completion of the consultancy services, the client is prohibited from employing SECOIA employees who were involved in the fulfilment of the contract. In the event of a breach of this obligation, the client shall pay a contractual penalty of CHF 50,000.00.

11 Final provisions

- 11.1 SECOIA is authorised to include the client's company and the project in its reference list, i.e. to mention or list the company name, company logo or trademarks and a general description of the project to third parties. The client agrees to provide information to a reasonable extent after prior notification via SECOIA.
- 11.2 The Customer is not authorised to transfer rights or obligations arising from this contract to third parties without the prior written consent of SECOIA.
- 11.3 SECOIA uses high-quality technology to recognise and filter out unwanted e-mails (spam). Nevertheless, it may happen that an e-mail is mistakenly qualified as spam. SECOIA can therefore not guarantee that e-mails from the customer will actually reach the intended

recipient.

11.4 The place of fulfilment is Erlinsbach. The jurisdiction of the Commercial Court of Zurich is agreed for disputes arising from this contract.

11.5 This contract shall be governed exclusively by Swiss law with the exception of its conflict of law rules.

11.6 Should individual provisions of these GTC be or become invalid, this shall not affect the remaining content.

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