

General Terms and Conditions of Metagon AG

Contractual Subject Matter

- 1.1 The subject matter of the contract is defined by the offer issued by Metagon AG (hereinafter referred to as "Metagon AG") or the contract confirmation issued by Metagon AG.
- 1.2 The nature and scope of the services to be provided by Metagon AG are based on the offer accepted by the client or the written contract confirmation by Metagon AG.

§ 2 Execution

- 2.1 Metagon AG is free in how it performs the contractually agreed services. Should changes requested or instructions given by the client result in additional work compared to the agreed scope of services, the parties shall agree on a corresponding adjustment to the remuneration.
- 2.2 Metagon AG may fulfil its contractual obligations through third parties. Metagon AG remains liable for their careful selection and instruction.

§ 3 Deadlines

- 3.1 Performance deadlines and timeframes are only binding if explicitly stated or acknowledged in Metagon AG's offer or contract confirmation. Deadlines only commence once the parties have agreed on all contractual details.
- 3.2 Metagon AG is entitled to provide partial services, provided the offer or contract confirmation defines independent stages of service.
- 3.3 The client may only assert rights due to delay in cases of gross negligence..

§ 4 Early Termination of Contract

- 4.1 The client and Metagon AG may terminate the contract prior to the performance of the agreed service only for good cause.
- 4.2 If the contractual relationship ends early, Metagon AG is entitled to remuneration for the work performed up to that point. Further claims for damages by Metagon AG remain reserved.

§ 5 Client Cooperation

- 5.1 The client agrees to provide Metagon AG with all necessary support free of charge, particularly by delivering the information required under the contract in a timely manner.
- 5.2 Upon request, the client shall provide Metagon AG with appropriate working facilities at the project location and, without specific request, shall provide all documents, processes and circumstances relevant to the execution of the contract.

§ 6 Services and Acceptance

- 6.1 Metagon AG's contractual performance is deemed fulfilled upon final presentation or handover of the work results (hereinafter "project completion") to the client. The service shall be considered accepted if the client does not submit a written objection to the management within 14 days following project completion. If no objection is made, all claims under §§ 8 and 9 shall be forfeited.
- 6.2 A later review of the implementation of recommendations by Metagon AG does not affect the above provisions, even if such a review was already part of the original contract.
- 6.3 Partial services are considered individually accepted in accordance with § 6.1.

§ 7 Remuneration

- 7.1 Hourly rates are based on an eight-hour working day, five days per week. Travel time is considered working time.
- 7.2 Unless explicitly stated otherwise in the offer or contract confirmation (and the project location is outside the greater Zurich area), the client bears the following costs:
 - Accommodation expenses for Metagon AG staff on site.
 - Travel expenses to and from the project site. For longer-term projects, staff are entitled to one return trip per week, which will be charged to the client.
- 7.3 For time-based services, Metagon AG will issue invoices monthly unless otherwise agreed.
- 7.4 For fixed-price contracts, Metagon AG will invoice 50% of the contract value upon contract signing. The remaining 50% will be invoiced upon project completion.

If expenses are agreed on a fixed-price basis, they will be invoiced as per paragraph 1 above. Travel and accommodation expenses under § 7.2 will be invoiced monthly.
- 7.5 All agreed fees are net amounts.
- 7.6 All invoices are payable within 10 days from receipt without deduction. Offsetting or exercising retention rights against due claims from Metagon AG is not permitted.
- 7.7 In the event of late payment, Metagon AG is entitled to charge default interest of 4% above the current discount rate of the Swiss National Bank. The right to assert further damages remains unaffected.
- 7.8 Until all claims have been settled, Metagon AG reserves a right of retention over any documents or materials provided by the client.

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§ 8 Warranty

- 8.1 Metagon AG shall perform its contractual services with due care and in accordance with professional standards.
- 8.2 The client is obliged to review Metagon AG's performance and report any defects to Metagon AG's management in writing without delay, no later than 14 days after project completion.
- 8.3 For partial services, clause 8.2 applies accordingly.
- 8.4 The client is entitled to rectification of defects by Metagon AG.
- 8.5 Further claims by the client are excluded.

§ 9 Liability

- 9.1 Claims for damages by the client against Metagon AG due to tort, breach of contract, or fault in contract conclusion are excluded unless the damage was caused by gross negligence.
- 9.2 Metagon AG is not liable if the client does not notify Metagon AG's management in writing of the defect within 14 days of project completion, or – if the damage is not based on a defect – within 14 days of becoming aware of the conduct causing the damage.
- 9.3 Metagon AG is not liable for data recovery unless data was destroyed through gross negligence or intent by Metagon AG. The client is responsible for ensuring that data is backed up in a format that allows reasonable recovery.
- 9.4 Warranty and damage claims by the client expire six months after project completion.

§ 10 Copyright and Retention of Title

- 10.1 The client may use all work results provided by Metagon AG only for internal business purposes and may not disclose them to third parties or publish them without written consent from Metagon AG. Copyright remains with Metagon AG.
- 10.2 Until all fees owed under the contract have been paid, Metagon AG retains ownership of all delivered work results.

§ 11 Confidentiality

- 11.1 Both parties (Metagon AG and the client) undertake to treat as confidential all information and insights gained under this contract about the other party's business, including technical, commercial or organisational matters. Such information may not be used or disclosed without prior written consent and may only be used for the purpose of executing the contract.
- 11.2 This confidentiality obligation does not apply to information that:
 - has demonstrably been obtained from third parties
 - was already public at the time of contract conclusion or later became public without breach of this contract
 - is no longer of confidential interest to the disclosing party
- 11.3 The obligations under §§ 11.1 and 11.2 remain in force for one year after project completion.

§ 12 Duty of Loyalty

Both parties undertake to act with mutual loyalty. During the term of the contract and for 12 months thereafter, the client shall not hire or otherwise engage Metagon AG employees directly or through affiliated companies.

In case of violation, a penalty of CHF 200,000 shall be immediately due to Metagon AG. The right to claim further damages remains unaffected.

§ 13 Final Provisions

- 13.1 There are no verbal side agreements. Amendments and additions to the contract, including these terms and conditions, must be made in writing. The client's general terms and conditions, particularly purchasing terms, do not apply.
- 13.2 The client may not assign rights under this contract to third parties.
- 13.3 If any provision of this contract is found to be invalid or unenforceable, the validity of the remaining provisions remains unaffected. A legally valid and enforceable replacement provision shall apply that most closely reflects the parties' original intent.
- 13.4 This contract is governed by Swiss law. Place of jurisdiction is Zurich.

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