fidigit

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General Terms and Conditions of Business

1 Contract

1.1 These general terms and conditions of business ("General Terms and Conditions") form an integral part of the agreement concluded between Fidigit (Schweiz) AG ("Fidigit") and a third party ("Client"; each a "Party" and collectively the "Parties") in the form of an engagement letter or any other contractual arrangements (collectively, "Contract"). These General Terms and Conditions apply to their full extent unless the Contract between Fidigit and the Client expressly and in written form provides otherwise.

1.2 No amendment to the Contract shall be effective unless Fidigit and the Client have agreed in valid and written form upon such amendment.

1.3 Claims arising out of or in connection with the Contract may not be assigned by any Party, nor shall any change of party be effective, without the other Party's prior written consent.

1.4 If case of inconsistencies between these General Terms and Conditions and the engagement letter or other contractual arrangements prevailing between Fidigit and the Client, these General Terms and Conditions take precedence, unless the engagement letter or any such other contractual arrangement specifically amend these General Terms and Conditions.

2 Performance by Fidigit

2.1 The Contract applies to the performance stipulated in writing between the Parties.

2.2 Fidigit's performance consists either (i) in a mandate pursuant to art. 394 et seq of the Swiss Code of Obligations („CO") or (ii) in a work contract pursuant to art. 363 et seq CO. The qualification shall be in accordance with the nature of Fidigit's performance, whereby in case of doubt, Fidigit's performance shall be deemed to be a mandate.

2.3 Mandates are carried out under the Client's direction and the Client retains the responsibility for the results obtained. Fidigit's performance shall be deemed as fulfilled if Fidigit has acted with due diligence and to the extent specified in the Contract.

2.4 Work contracts are carried out under the direction of Fidigit. Fidigit assumes responsibility for the work results in accordance with the criteria of acceptance specified in the Contract. Fidigit's performance will be deemed to be completed as soon as Fidigit has provided to the Client all work results listed in the Contract and the Client has not claimed in good time that the work results do not fulfil the acceptance criteria specified in the Contract.

2.5 Unless otherwise specified in the Contract, any time schedule agreed upon for Fidigit's performance is provided for planning purposes only and shall not be deemed to be a legally binding deadline.

2.6 Unless otherwise agreed, Fidigit's performance shall not constitute any due diligence process or verification of information supplied by the Client or any third party or information in the public domain. Fidigit gives no warranty as to the accuracy or completeness of such information or its suitability for Fidigit's performance in accordance with the terms of the Contract.

2.7 Fidigit's performance under the Contract shall not comprise any audit, review or other form of assurance pursuant to any generally accepted audit, review or other assurance standards.

3 Client's cooperation

3.1 The Client shall make available to Fidigit, in due time, all such working materials, information, infrastructure and personal resources as it may be required for Fidigit's performance. Fidigit will assume that the working materials and information made available are complete and accurate.

3.2 Any failure on the part of the Client to fulfil its obligation to cooperate with Fidigit may preclude Fidigit from completing its performance under the Contract, cause additional work to Fidigit in its performance, or entail other adverse consequences. The Client shall bear the consequences of any failure on its part to fulfil its obligation to cooperate with Fidigit.

4 Deliverables

4.1 For the purposes hereof, "Deliverables" shall mean any result, tangible or intangible, of Fidigit's performance, including but not limited to specific services or work results. The scope of the Deliverables shall be subject to the terms of the Contract.

4.2 Drafts or verbal information provided by Fidigit shall not be binding, as they can differ substantially from the final Deliverable. Fidigit disclaims all liability for any loss or damage that may be suffered by the Client or any third party in reliance thereon.

4.3 Upon full payment, all Deliverables produced for the Client, issued to the Client, are the property of the Client for the purpose of the agreed use. Fidigit shall retain ownership in any Fidigit's pre- existing materials and software, any skills, know-how, processes methodologies, or other intellectual property (including a non-Client specific version of any Deliverables) of general application, which Fidigit may have discovered or created prior to or as a result of its performance under the Contract.

4.4 As far as the Deliverables are related to cross-border arrangements involving an entity or individual in the territory of the European Union, the Client shall be entitled to make the Deliverables accessible to tax authorities or to intermediaries, within the meaning of the Council Directive (EU) 2018/822 of 25 May 2018 as regards to mandatory exchange of information in the field of taxation (commonly referred to as DAC6).

4.5 In any case, the Deliverables are provided solely for the Client and for the purpose set out in the Contract. Such Deliverables shall not be used for any purpose other than the stipulated purpose, be passed on or made accessible to third parties, be published, altered or modified, without the prior written consent of Fidigit. Notwithstanding any consent that may be granted by Fidigit, Fidigit shall not be liable for any loss or damage suffered due to the use of Deliverables for any other purpose or by any third party, or due to the publication, alteration or modification thereof.

4.6 The Client shall indemnify Fidigit for any loss or damage suffered as a result of any third party claim arising out of or in connection with a breach of section 4.5.

5 Sub-contracting by Fidigit

5.1 Fidigit is a member of the Fidinam group of firms ("Fidinam group"). Fidinam group consists of separate firms directly or indirectly controlled by Fidinam Group Holding SA. For the purpose of fulfilling its obligations under the Contract and for regulatory and administrative purposes, Fidigit may appoint other member firms from the Fidinam group or third parties as sub-contractors. The Client agrees that Fidigit may pass on to the other member firms of the Fidinam group or to the sub-contractors information and data arising out of and in connection with the Contract for the purposes specified therein.

5.2 The Contract is, however, exclusive to Fidigit and the Client. Fidigit shall be responsible to the Client for the performance and for the protection of the information and data supplied to the sub-contractors.

5.3 The Client and the Client's affiliates shall have no direct claim against any firm of the Fidinam group, other than Fidigit. This provision shall inure to the benefit of other Fidinam firms in the group, their partners and employees, as if

such Fidinam firms or individuals were party to the Contract.

6 Confidentiality

6.1 Throughout the duration of the Contract and following termination thereof, the Parties shall treat as confidential any information disclosed to them in connection with the Contract (e.g. trade secrets, personal data, know-how).

6.2 This provision shall not apply to any information that may be disclosed by written consent of the authorized Party, any information that is in the public domain or any information that is already known to either Party other than by reason of the Contract.

6.3 Notwithstanding the provisions of sections 6.1. and 6.2. above, the Parties shall be entitled to disclose confidential information by reason of:

a. any statutory or regulatory provision,
b. any decision of a court or public authority,
c. obligations to regulatory authorities and professional bodies, as well as
d. the need to safeguard their interests in relation to their insurers and legal advisors.

6.4 The Client is made aware that in case Fidigit is sub-contracting other Fidinam group firms operating in the European Union, such Fidinam group firms might be obliged by law, in particular but not exclusively by the Council Directive (EU) 2018/822 of 25 May 2018 as regards to mandatory exchange of information in the field of taxation (commonly referred to as DAC6) to comply with mandatory reporting rules in the field of taxation in relation to reportable cross-border arrangements.

6.5 Fidigit may further disclose information to local or foreign third parties in order to publicize the content of its performance in a manner that conforms to standard industry practice (e.g. advertisements, reports to market research organizations) or use the information for reference purposes. Fidigit may refer to the Client and the Services in marketing materials, as long as Fidigit does not disclose Client's confidential information.

6.6 The Client is made aware hereby that, despite the compliance of Fidigit with statutory and contractual secrecy provisions and retention rules, information that is in connection with the Contract that has been legitimately transferred to tax authorities, may - due to prevailing legal provisions - also be exchanged on a cross- border basis with tax authorities of other countries.

7 Data protection

7.1 Both Fidigit and the Client shall comply with the provisions of the Federal Act on Data Protection ("FADP") at all times. To the extent that Fidigit's performance requires the transfer or any other form of processing of personal data, Fidigit shall process and use the personal data transmitted by the Client for the contractual purpose only and only to the extent necessary for the completion of Fidigit's performance. Fidigit shall process the Client personal data solely according to Client's instructions, except in the case of deviating statutory obligations.

7.2 Fidigit or any third parties sub-contracted by Fidigit according to section 5 above may, within the meaning of art. 3 lit. e. FADP, process Client personal data and data belonging to the Client and/or its employees (financial information and personal data) in Switzerland and abroad. Fidigit shall take appropriate precautions to maintain confidentiality and to protect data. The Client explicitly acknowledges and, if so required, consents to such storage, access and transfer.

7.3 Fidigit has implemented appropriate technical and organizational measures to protect Client personal data against unauthorized processing pursuant to art. 7 FADP.

7.4 After expiry or termination of the Contract, Fidigit shall, at the Client's request,

return or destroy all Client personal data transferred to it as well as copies thereof, unless statutory obligations prevent Fidigit from returning or destroying all or part of the Client personal data that have been transferred to it.

7.5 The Client represents and warrants to Fidigit (i) that the Client personal data provided to Fidigit was gathered lawfully; (ii), that the intended data processing is permitted; (iii) that it complies with all applicable legal obligations related to the processing; and (iv) that it has all necessary approvals from the affected data subjects as well as all legally required registrations. The Client shall indemnify Fidigit for any loss or damage suffered as a result of any claim arising out of or in connection with the Client's non- compliance with any of the aforementioned representations and warranties.

7.6 Fidigit may disclose data within the Fidinam group and store it confidentially on servers of the IT providers of the Fidinam Group for the following purposes:

a. quality control, risk management and client and engagement acceptance procedures, e.g. checks for conflicts of interest and performance of duty of care obligations (combating money laundering and terrorism, embargos, sanctions etc.),

b. reporting, as well as

c. Customer Relationship Management, in which case only the following data may be disclosed: Client's name, Client's address, contact persons, description of performance, amount of fees and the like.

8 Fees, disbursements and other expenses

8.1 Fidigit shall charge the Client with such fees as stipulated in the Contract.

8.2 Where daily rates have been agreed, such rates shall be based on an eight-hour working day. Any additional hours shall be charged separately. Time spent travelling shall be charged as time worked.

8.3 The fees charged shall not include disbursements (e.g. travel expenses, accommodation costs and the cost of meals) and other expenses of Fidigit in connection with its performance under the Contract. Such disbursements shall be charged to the Client either at cost or at normal market conditions as lump sum expenses.

8.4 Fees, disbursements and other expenses shall be charged exclusive of value added tax and other taxes and deductions.

9 Invoicing and terms of payment

9.1 The invoices presented by Fidigit shall be deemed to have been accepted if no complaint is raised within ten (10) days from receipt by the Client. The due date shall be thirty (30) days from the invoice date.

9.2 The Parties shall only be entitled to enforce any right of set-off against each other on the basis of undisputed or non-appealable claims.

9.3 The invoices will be sent electronically to the email address provided by the customer or to the main contact person. The customer is responsible for ensuring that the provided email address is correct and up-to-date. Upon explicit customer request, the invoice delivery can be switched to postal delivery at any time.

9.4 Customer and its employees agree that invoices may contain personal data of employees, such as last name, which serve to explain the services provided by Fidigit.

10 Terms of Warranty for Fidigit's performance

10.1 In case Fidigit's performance consists of a mandate pursuant to art. 394 et seq CO, Fidigit warranties that it will conduct the activities related to the performance with all due diligence.

10.2 In cases in which Fidigit's performance constitutes a work contract pursuant to art. 363 et seq CO, following rules apply:

a. In case the Contract specifies acceptance criteria for work results, Fidigit warrants that the specified work results shall at the time of its formal acceptance fulfil the specifications expressly agreed upon in the Contract. The warranty provided by Fidigit in this section 10. shall refer exclusively to specifications for which acceptance criteria have been stipulated in the Contract.

b. The warranty period shall begin with the formal acceptance of the work result and shall run for sixty (60) days. In the event of a defect, the Client shall notify Fidigit in writing of its claim under the warranty.

c. Work results shall be deemed to be tacitly accepted if (i) the Client uses the work result in a productive manner before its formal acceptance or (ii) if the Client fails to formally accept or decline it by the deadline set for acceptance.

d. In the event of a defect prior to or after acceptance, the Client shall only have the right to have the defect rectified by Fidigit free of charge. Any further legal warranty claims are expressly excluded.

e. No warranty shall be made with respect to causes for which the Client is responsible, e.g. incorrect use, nor shall the warranty extend to any maintenance work or additional work required as a result of external factors.

f. If the Contract does not specify any acceptance criteria, Fidigit's warranty for the result is equivalent to the one referred to in section 10.1 above.

10.3 These warranty rights shall be exhaustive and shall replace all other warranty provisions, irrespective of whether they are expressly or implied, including the implied warranties of merchantability or fitness for a particular purpose.

11 Liability

11.1 In the event of Fidigit's breach of the Contract, Fidigit shall only be liable for the substantiated damage caused deliberately or by gross negligence. Liability for any other degree of negligence is excluded.

11.2 Fidigit expressly excludes any further liability under the Contract or on any other legal grounds for any of the following: (i) loss of profits; (ii) indirect, consequential or incidental damages and losses; (iii) loss of, or damage to, data; and (iv) lost business, revenue, goodwill, or anticipated savings.

11.3 Fidigit is merely the intermediary for the software Abacus. The agreement on the use of the software exists between the client and the software manufacturer (Abacus Research AG). The software delivered by the manufacturer to the client corresponds to the program version released by the manufacturer. Expansion, extension and further development of the software are carried out exclusively by the manufacturer of the software.

12 Independence, conflicts of interest and identification of the Client

12.1 Fidigit shall seek assurance regarding compliance with national and international rules pertaining to independence and any conflicts of interest prior to commencement of its performance. The Client shall alert Fidigit in due time of any potential impairment of independence or conflicts of interest of which it becomes aware. In the event that any actual or potential conflict of interest arises or impairment of independence is compromised in the course of Fidigit's performance under the Contract, the Parties shall seek agreement as to the further actions to be taken.

12.2 Fidigit shall be entitled to supply services or complete any other performance to third parties who are competitors of the Client, or whose interests conflict with the Client's interests.

12.3 The Client shall supply Fidigit with such records and other information as Fidigit may require for the purpose of verifying the identity of the Party to the Contract and of complying with internal and external provisions governing duty of care obligations (e.g. combating money laundering, suppression of terrorism, embargoes, sanctions and the provisions of

capital market law). If the Client fails to fulfil its obligation to provide such information, Fidigit shall be entitled to terminate the Contract with immediate effect.

13 Electronic communications and use of electronic collaboration platforms

13.1 The Parties shall be entitled to communicate with one another and transfer data by electronic means throughout the duration of the Contract.

13.2 Both Parties shall be responsible for their own electronic communications and shall take reasonable measures to ensure that any such communications are secure and error-free using state of the art technology for specific industry standard. Requirements for special security measures (e.g. password protection, encryption) shall be set out expressly in the Contract.

13.3 If the Parties agree to the use of an electronic collaboration platform in the Contract, each authorized user (including users outside of Switzerland) of the Client and Fidigit may process, within the meaning of art. 5 lit. d FADP, information and data in accordance with the respective user rights assigned, e.g. upload and download information and data to and from this platform as well as access, view, edit, maintain, delete and store information and data on the platform. The assignment of users and user rights of Fidigit, the administration of the users and the user rights of Fidigit and of the Client as well as the maintenance of the platform and related server is the responsibility of Fidigit, and Fidigit shall take reasonable measures regarding confidentiality and protection of the information and data stored on the platform. The Client is responsible for the assignment of its users and user rights and for notifying Fidigit of such assignment and any changes thereto. The instruction regarding the use of the electronic collaboration platform is provided by Fidigit.

13.4 To the fullest extent permitted by law, both Parties exclude all liability for any loss or damage which may arise in connection with electronic communications and the use of electronic collaboration platforms.

14 Termination of the Contract

14.1 The Contract shall have the duration established in its terms. Failing the Contract to establish a term, the Contract shall be in force as long as the Client implicitly or explicitly instructs Fidigit in connection with its performance.

14.2 At termination of the Contract – be it in accordance with its terms or prematurely – the Client shall pay to Fidigit the fees as stipulated in the Contract. Only in case of premature termination for reasons indisputably attributable to Fidigit, the Client shall pay the fees for the portions of Fidigit's performance already completed. Incurred disbursements and other expenses shall in all cases be due by the Client.

14.3 Upon termination of the Contract for whatever cause, Fidigit shall be entitled – in order to comply with its statutory and regulatory obligations to retain records – to retain copies of documents evidencing its performance. The Client shall not be entitled to the return of any working papers from Fidigit.

15 Applicable law and place of jurisdiction

15.1 The Contract shall be governed by and construed exclusively in accordance with Swiss law.

15.2 The court of competent jurisdiction in Zurich shall have exclusive jurisdiction for any dispute arising out of or in connection with the Contract, unless any obligatory provision of law confers exclusive jurisdiction on any other court.

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