

Date 25. Juni 2024

Reference GENERAL TERMS AND CONDITIONS OF matriq AG FOR CONTRACTS FOR WORK AND SERVICES

1. Scope of application

- 1.1. All agreements (hereinafter referred to as "**Agreement**") concluded between matriq AG and the service provider (hereinafter referred to as "**Service Provider**") regarding the procurement of works, in particular software (hereinafter referred to as "**Work Object**") of the Service Provider shall be governed exclusively by these General Terms and Conditions (hereinafter referred to as "**GTC**") of matriq AG. Any deviating terms and conditions of the service provider (e.g. offer, order confirmation or general terms and conditions of business/sale of the service provider) are hereby expressly rejected. Deviations from these GTC shall only apply if they have been expressly recognized by matriq AG in writing.
- 1.2. In the event of contradictions between different contractual documents, the following contractual hierarchy shall apply:
 - i. Mutually signed contract (hereinafter "**Individual Contract**") between matriq AG and the service provider
 - ii. Order confirmation from matriq AG
 - iii. Order placed by matriq AG
 - iv. GTC by matriq AG
- 1.3. All forms of transmission that enable proof by text, such as e-mail, are equivalent to the written form.

2. Definitions:

- 2.1. "**Standard Software**": Software that is produced for a majority of different customers without taking into account matriq AG's specified requirements at source code level.
- 2.2. "**Customized Software**": software that is developed for a specific purpose of matriq AG, as well as modifications and further developments of any type of software commissioned by matriq AG.
- 2.3. "**Overall IT System**": IT solution consisting of a number of structurally and/or functionally interconnected hardware and software components. The individual components may be pre-existing elements or elements that are developed or adapted for matriq AG.

3. Offers

- 3.1. Offers, consulting and sample deliveries are free of charge for matriq AG. Offers from the Service Provider shall be binding on the Service Provider for at least three months from receipt by matriq AG.
- 3.2. If matriq AG's inquiry contains ambiguities, gaps or technical specifications that impair or render impossible the suitability of the Work Item for the intended use, or if it contains deviations or gaps with regard to the state of the art in science and technology, statutory

provisions or with regard to the technical expediency of the requested specifications, the Service Provider must explicitly point this out in the offer, as well as any other deviations from the request for an offer.

- 3.3. If Standard software and/or open source software forms part of the service offered, this must be expressly specified in the offer.

4. Order / Order Placement

- 4.1. An Agreement between matriq AG and the Service Provider is generally concluded when (i) matriq AG confirms an offer from the Service Provider ("**Order Confirmation**") or (ii) when an order from matriq AG is expressly or impliedly accepted by the Service Provider ("**Order**").
- 4.2. Only Orders placed in writing by matriq AG shall be binding on matriq AG. Verbal agreements require subsequent written confirmation by matriq AG; in the absence of such confirmation, no valid Agreement has been concluded. Sketches, drawings, specifications, etc. to which reference is made in the order placement form an integral part of the Agreement.
- 4.3. Orders must be confirmed in writing by the Service Provider within five working days of receipt. If the Service Provider fails to confirm the Order within this period, matriq AG may revoke its Order without any further legal consequences.

5. Changes to Orders

- 5.1. The Service Provider must expressly point out any deviations from matriq AG's Order in the Order Confirmation. Such deviations shall only become part of the Agreement if confirmed in writing by matriq AG.
- 5.2. Within reasonable limits, matriq AG is entitled to request changes, e.g. with regard to the specification or the design of the Work Item, even after receipt of the Order Confirmation. If this results in additional or reduced costs or other changes, such as postponements, the Service Provider must notify matriq AG in writing within five working days. The parties shall then agree on a corresponding adjustment to the Agreement.

6. Obligation to inform

- 6.1. The Service Provider shall inform matriq AG in writing of the progress of the work at least every 30 days, unless otherwise stipulated in the individual contract. In addition, it shall notify matriq AG immediately in writing of any circumstances that it identifies or becomes aware of that impair or jeopardize performance in accordance with the Agreement. matriq AG has the right to check the status of contract fulfillment at any time and to request information about it.
- 6.2. The Service Provider shall also inform matriq AG of all developments that make a change to the contractually agreed service appear appropriate for technical or economic reasons.

7. Subcontracting

- 7.1. If the Service Provider intends to involve auxiliary persons or other third parties (hereinafter referred to as "**Subcontractor**") in whole or in substantial parts for Work Items ordered by matriq AG, the written consent of matriq AG must be obtained in advance, stating the name of the Subcontractor.
- 7.2. The Service Provider shall require its Subcontractors to comply with all obligations under this Agreement, including confidentiality obligations. Notwithstanding any consent given by matriq AG, the Service Provider shall be liable to matriq AG for the acts and omissions of its Subcontractors in the same way as for its own acts or omissions. A subcontract does not release the Service Provider from its obligation to provide goods and services or from liability under this agreement.

8. Remuneration and Terms of Payment

- 8.1. The remuneration stated in an offer shall apply as a fixed price or according to expenditure with an upper limit on the remuneration (cost ceiling). The remuneration includes in particular the transfer/granting of all rights, installation, documentation and instruction costs, expenses, packaging, transport, insurance and unloading costs as well as public charges (e.g. VAT, advance disposal fees, customs duties).
- 8.2. The Service Provider shall invoice in accordance with the payment plan agreed between the parties or after successful acceptance. VAT shall be shown separately on the invoice and cannot be passed on retrospectively.
- 8.3. If the Service Provider is in default with the fulfillment of its contractual obligations, e.g. its delivery or warranty obligations or with the submission of the accompanying documents required for customs purposes, in particular the properly issued proof of origin, matriq AG shall be entitled to withhold an appropriate proportion of the remuneration, but at least 10%, until the obligations in question have been fulfilled.

9. Documents and material provided

- 9.1. Samples, drawings, models, tools, technical specifications or similar that are made available to the Service Provider by matriq AG or for the production of which matriq AG pays the Service Provider may only be used for deliveries and services to matriq AG. They must be kept secret and must be returned in perfect condition or destroyed as soon as the Order has been completed, without retaining copies, individual items or similar. The destruction must be confirmed to matriq AG in writing.
- 9.2. Material that matriq AG provides to the Service Provider for the execution of an Order shall remain the property (including all associated Intangible property rights) of matriq AG even after processing or treatment.

10. Dates and delay

- 10.1. If the Service Provider fails to meet firmly agreed deadlines (forfeiting transactions), it shall be in default without further ado, in other cases by means of a reminder. Impending delays and the assumed duration of the delay must be notified to matriq AG immediately in writing.

10.2. If the Service Provider is in default, matriq AG shall set the Service Provider a reasonable grace period in writing, which shall generally be at least 10 working days. The setting of a grace period shall not result in the postponement of other agreed deadlines. If the Service Provider is also unable to meet the grace period, matriq AG is entitled either to set a further grace period or to withdraw from the Agreement. In addition to or together with these default rights, matriq AG may demand compensation from the Service Provider. Furthermore, the parties may agree additional contractual penalties for the Service Provider's failure to meet certain deadlines.

11. matriq AG's responsibilities to cooperate

11.1. The Service Provider is obliged to issue matriq AG with a written warning if matriq AG fails to fulfil its obligations to cooperate in a timely manner.

11.2. If matriq AG does not fulfil its obligations to cooperate on time or correctly despite a written warning from the Service Provider, the Service Provider shall be entitled to an extension of the schedule, i.e. the Service Provider may demand a postponement of the performance dates corresponding to the delay.

12. Scope of Delivery

12.1. Unless otherwise agreed, the scope of delivery of the Service Provider shall also include, in particular, the installation and support during the commissioning of the software as well as the hardware and/or software for Overall IT Systems.

12.2. Unless otherwise agreed, the scope of delivery shall also include complete and copyable documentation (development documentation and installation and user manual) in the agreed languages and in the agreed number or format (written/electronic).

13. Spare parts

13.1. The Service Provider guarantees matriq AG the supply of spare hardware parts for at least 5 years from acceptance of the Overall IT System.

14. Acceptance

14.1. The Service Provider shall provide all deliveries and services in accordance with the Agreement and the specifications.

14.2. Acceptance shall not be deemed to have taken place until the joint inspection has been successfully completed, to which the Service Provider shall invite matriq AG in writing in good time. The Service Provider is obliged to cooperate and provide assistance during acceptance.

14.3. An acceptance report to be signed by both parties shall be drawn up for each acceptance. The record must contain at least the following points:

- i. Test object;
- ii. Date/period of acceptance;
- iii. persons involved in the acceptance;

- iv. Acceptance criteria applied;
 - v. defects found and their classification as significant or insignificant;
 - vi. Acceptance result: acceptance without restrictions, acceptance with reservations, refusal of acceptance and
 - vii. further steps, responsibilities and deadlines.
- 14.4. In the event of significant defects, acceptance shall be deemed to have failed. The Service Provider shall rectify these defects immediately at its own expense and invite matriq AG to a new inspection in good time.
- 14.5. If acceptance fails and the contractually agreed acceptance date is exceeded as a result, the Service Provider shall be in default without further ado.
- 14.6. In the event of defects, matriq AG may withhold payment. The right of retention shall expire upon successful rectification of the defect by the service provider.
- 14.7. The productive use of the Work Item or parts thereof shall not be deemed acceptance if no test has yet been carried out in accordance with this section 12.
- 14.8. Furthermore, matriq AG may give notice of defects at any time during the warranty period and the Service Provider hereby waives the defense of delayed notice of defects.
15. Place of fulfillment and transfer of risk
- 15.1. matriq AG shall designate the place of fulfillment. If nothing has been specified, the registered office of matriq AG shall be the place of fulfillment. In the case of deliveries, DDP (Incoterms 2022) shall apply at the place of performance.
- 15.2. The risk of loss and deterioration shall pass to matriq AG at the time of acceptance of the Work Items by matriq AG at the place of destination. If an acceptance procedure has been agreed or is requested, the date of final acceptance by matriq AG shall be decisive for the transfer of risk.
- 15.3. If the required shipping documents for a delivery are not delivered as agreed or are delivered late, the delivery shall be stored at the expense and risk of the service provider until they arrive.
16. Material warranty
- 16.1. The Service Provider warrants that its services and the Work Items owed by it have the agreed, warranted characteristics and those required for the intended use and that they comply with the relevant statutory provisions.
- 16.2. In addition to any other warranties to which matriq AG may be entitled under the Agreement or other legal grounds, the Service Provider warrants that all Services (i) will be performed with a high degree of professional skill, due process and good judgment as used by recognized professional providers of similar services, (ii) will be performed in full compliance with all applicable laws, and (iii) will be performed in such a manner that the Services provided under the Agreement are free from defects in material and workmanship and are fit for their intended purpose.

- 16.3. The warranty period shall be 24 months from successful acceptance in accordance with Clause 12. Written notification of defects shall suspend the warranty period until the defects notified have been fully remedied and payment periods shall be interrupted.
- 16.4. In the event of a defect, matriq AG may, at its discretion, demand rectification or subsequent delivery free of charge, make a deduction from the remuneration corresponding to the reduced value, carry out rectification/repairs itself or have them carried out by third parties at the expense of the service provider, or withdraw from the agreement in the event of material defects. As an alternative to or in combination with the above material warranty rights, matriq AG may demand compensation from the Service Provider for all costs, expenses, losses or other damages (e.g. inspection, installation and removal costs, loss of production or unusable assemblies, product recall, etc.) incurred by matriq AG as a result of the defective service and/or the defective Work Item.
- 16.5. In the event of rectification or subsequent delivery, a new warranty period of 24 months shall commence from the time of rectification of the defect. The Service Provider is obliged to fulfill the claims arising from the following warranty rights of matriq AG even after expiry of the warranty period, provided that the defects have still been reported within the warranty period.
- 16.6. If the Service Provider does not remedy the breach of its warranty within the deadline or if the Service Provider is unable or unwilling to carry out the repairs or replace the defective Work Items, matriq AG shall be entitled to all other material warranty rights in accordance with this Section 14.
17. Shipping documents and invoices
- 17.1. Each delivery must be accompanied by a detailed delivery bill containing our references. The invoice shall be sent to us at least by e-mail to rechnung@matriq.ch.
- 17.2. All correspondence (letters, delivery bills, invoices, etc.) must contain the following minimum information: Order date, quantities, net prices, country of origin, customs tariff number, type of packaging.
- 17.3. Invoices must be issued in accordance with the formal requirements of the relevant VAT legislation. The billing address is: matriq AG, Lerchenfeldstrasse 3, 9014 St. Gallen, Switzerland.
- 17.4. Invoices that do not contain the above information will not be processed and payment will be suspended until a correctly issued invoice is submitted.
18. Intangible property rights
- 18.1. Intangible property rights ("Intangible Property Rights") within the meaning of these GTC are all registered and unregistered rights worldwide in connection with patents, copyrights, trademarks, domains, designs, software and its source and object code, companies, web designs, graphics, photographs, animations, videos, texts, documentation

and operating instructions, databases and know-how, regardless of whether these can be protected or not.

- 18.2. Each party retains its rights to Intangible Property Rights that arose before, after or outside these GTC (or the associated project contracts and other contracts) ("pre-existing rights").
- 18.3. All Intangible Property Rights developed by or on behalf of the Service Provider in connection with (i) a development commissioned by matriq AG or (ii) a matriq AG-specific modification (hereinafter "New Intangible Property Rights") shall become the property of matriq AG and shall be fully compensated by the payment of the remuneration to the Service Provider. The Service Provider undertakes (i) to transfer all rights to New Intangible Property Rights in full to matriq AG, insofar as these do not originate with matriq AG, and hereby assigns all rights to New Intangible Property Rights to matriq AG unencumbered in the sense of a global advance disposition, but at the latest at the time these rights arise, and (ii) declares its waiver of the exercise of any moral rights associated with New Intangible Property Rights. If matriq AG is unable to acquire ownership of certain New intangible Property Rights due to mandatory statutory provisions, the Service Provider shall grant matriq AG the irrevocable and perpetual, exclusive, worldwide, transferable, sub-licensable, fully compensated right to use the New intangible Property Rights without restriction, in particular but not exclusively to exploit, execute, alter, modify, further develop, make perceptible and perform the New Intangible Property Rights. The Service Provider shall ensure that the subcontractors it engages enter into identical obligations so as to ensure that all New Intangible Property Rights are transferred to matriq AG.
- 18.4. Unless otherwise agreed between the parties, the Service Provider shall not use, disclose, transfer, sell, publish or otherwise exploit the New Intangible Property Rights in any way, either itself or via third parties.
- 18.5. The Intangible Property Rights to standard software or to pre-existing Intangible Property Rights of the Service Provider shall remain with the Service Provider or with the relevant third parties. However, insofar as standard software and/or pre-existing Intangible Property Rights of the Service Provider and/or third parties are integrated into the subject matter of the work, they shall be licensed or the Service Provider guarantees the following licensing: matriq AG receives the irrevocable, perpetual, non-exclusive, worldwide, transferable, sub-licensable, fully compensated right to use these pre-existing Intangible Property Rights and/or standard software without restriction, in particular but not exclusively to exploit, execute, alter, modify, further develop, make perceptible and perform them.
- 18.6. However, matriq AG receives an unlimited, non-terminable, non-exclusive and geographically and objectively unrestricted right to use standard software or pre-existing intellectual property rights. The right of disposal includes all current and future possible rights of use, namely use, publication, sale and modification.
- 18.7. The Service Provider shall use objects, documents and aids of any kind that matriq AG makes available to it for the provision of the services or production of the Work Items exclusively for the provision of the services or production of the Work Items and shall return these objects to matriq AG immediately after the provision of the services or

production of the Work Items or after the termination or expiry of the agreement at the latest.

- 18.8. The Service Provider warrants that the use, sale, possession, resale of the Work Items and/or the provision of the Services by the Service Provider shall not infringe the intellectual property rights or know-how of third parties.
- 18.9. The Service Provider shall immediately defend itself against claims by third parties for infringement of Intangible Property Rights or other third-party rights at its own expense and risk. It shall inform matriq AG immediately in writing of such claims and shall not oppose any intervention by matriq AG in legal proceedings. If the third party asserts the claims directly against matriq AG, the Service Provider shall participate in the dispute at matriq AG's first request in accordance with the possibilities offered by the relevant procedural rules. If matriq AG is prevented from using the contractually owed services or Work Items in whole or in part due to asserted third-party rights, the Service Provider shall have the choice of either replacing the affected components with others or modifying its services in such a way that they do not infringe third-party rights and still correspond to the contractually owed scope of services, or procuring a license from the third party at its own expense. If the Service Provider does not implement any of these options within a reasonable period of time, matriq AG may withdraw from the Agreement with the Service Provider with immediate effect. The Service Provider undertakes to indemnify matriq AG in full and to compensate matriq AG for all damages and costs (including court costs and reasonable legal fees) incurred by matriq AG in connection with a breach of this warranty or for which it is held liable.

19. Release of the Source Code

- 19.1. The Service Provider undertakes to hand over the source code of the Customized Software to matriq AG at the first request of matriq AG.

20. Confidentiality

- 20.1. The Service Provider shall treat as confidential all information and documents (e.g. technical information, trade secrets and details of orders, quantities, technical design, order conditions, etc.) that matriq AG makes available to it or that it obtains access to in any other way or that it has created or is creating for matriq AG specifically in connection with the performance of the Agreement. The Service Provider shall refrain from using this information or documents for purposes other than the purposes of this Agreement or from causing them to be used for purposes other than the purposes of this Agreement. This obligation shall remain in force notwithstanding any termination or expiry of the Agreement for any reason whatsoever; however, the provisions shall not apply to information or documents that are generally accessible or become generally accessible without breach of the Service Provider's obligations or that are disclosed to the Service Provider's subcontractors to the extent necessary for the performance of the agreement.
- 20.2. The Service Provider shall also impose a confidentiality obligation on subcontractors to whom it has passed on confidential information and documents of matriq AG for the purpose of fulfilling the contract.

20.3. The inclusion of matriq AG in a reference list, the reference to the business relationship or the use of the order for advertising purposes requires the prior written consent of matriq AG.

21. Insurance

21.1. The Service Provider must take out adequate insurance to cover its liability under this contract, with a minimum cover of CHF 2 million per loss event. The corresponding policy must be presented at the request of matriq AG.

22. Written Form

22.1. All amendments to the agreements concluded under these GTC must be made in writing.

23. Severability

23.1. Should individual provisions of these GTC be or become invalid or void in whole or in part, the parties undertake to replace the invalid or void provision with a valid provision that achieves the purpose of the invalid or void provision as far as possible.

24. Governing Law and Jurisdiction

24.1. All agreements concluded under these GTC shall be governed exclusively by Swiss law. The provisions on conflict of laws, the UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernmental agreements shall not apply. In the event of disputes, including those relating to the validity of the Agreement or these GTC, the place of jurisdiction shall be 9014 St. Gallen, Switzerland. However, matriq AG is also entitled to bring an action at the registered office of the Service Provider.

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