

GENERAL TERMS AND CONDITIONS

(Version 2023.1)

Milani

Design & Consulting AG
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SCOPE

All agreements concerning services of milani design & consulting AG ("Milani") vis-à-vis the contracting party shall be made exclusively on the basis of the following General Terms and Conditions (hereinafter also referred to as "GTC").

Deviating or supplementary terms and conditions of the contractual partner shall only become part of the agreement if and to the extent that Milani has agreed to their validity in writing.

Changes of the GTC will be communicated to the contractual partner and will be considered as agreed upon, if the contractual partner does not object to the changed GTC in writing within 14 days. This fictitious consent does not apply to changes of essential service contents and fees.

OFFER & CONTRACT CONCLUSION

All offers of Milani are non-binding and have a validity of 30 days. In case of an order after this period, Milani reserves the right to review the conditions and time schedules.

By written acceptance of Milani's offer by the customer (by e-mail is sufficient), a binding agreement is concluded. Should provisions of these GTC and the specific offer contradict each other, the provisions of the specific offer shall prevail.

SCOPE OF SERVICES, RESPONSIBILITY & COOPERATION OF THE CUSTOMER

The scope of the services to be rendered results from the service description in the offer or any order confirmation by Milani. Subsequent changes to the service content require written confirmation by Milani. Within the framework given by the customer, Milani has the freedom of design in the fulfillment of the order.

All services of Milani (e.g. all preliminary drafts, sketches) have to be checked by the customer and have to be approved by the same within five working days after receipt. After expiration of this period without feedback from the customer, they are considered approved.

At the beginning of the project, the customer has to appoint a responsible employee as project

manager, who supports Milani in technical questions. This support mainly refers to information and materials required at short notice, to the naming of contact persons and the making of decisions or the forwarding of decisions to Milani. In addition, the Customer shall be responsible at its own expense for the clarification and procurement of any pre-existing rights of third parties, such as in particular copyrights, patent rights, trademark rights and design rights, which Milani requires for the performance of the services, unless this task has expressly been assigned to Milani in the agreement. However, Milani shall be obliged to point out any legal risks of which it is or becomes aware.

The customer warrants that it owns all necessary rights to all content made available to Milani or that he has the necessary rights thereto.

Furthermore, the customer's duty to cooperate refers to securing the services of ancillary suppliers, performing regular data backups; informing Milani about regulatory requirements and particular technical standards, unless the preparation of such information is expressly assigned to Milani in the agreement; obtaining the necessary permits. If the customer fails to perform its duties to cooperate, any promises made by Milani with respect to content and/or deadlines shall no longer be binding and the customer shall compensate Milani for any additional expenses incurred by Milani as a result of its failure to perform its duties to cooperate. The customer shall also inform Milani of all circumstances that are of importance for the execution of the order, even if they only become known during the execution. The customer shall bear any expenses incurred by Milani due to the fact that work has to be repeated or delayed as a result of the customer's incorrect, incomplete or subsequently changed information.

PROJECT MANAGEMENT

The project steering committee is responsible for the project progress and results. It is composed of the customer's representative(s) and Milani. It is to be defined before the start of the project.

PLACE OF PERFORMANCE

If no special arrangement is made, the following place of performance shall apply: milani design & consulting AG, Thalwil (Switzerland).

REMUNERATION

The basis of the cooperation is a remuneration for the services based on the actual hours worked within the framework of a pre-specified development budget - if no other, e.g. a lump-sum remuneration, has been expressly agreed. The budgeted hours are considered indicative with a variance of $\pm 15\%$. Before the start of each new phase, the pre-estimated budget will be reviewed and adjusted taking into consideration relevant findings.

All services of Milani, which are not expressly compensated by the agreed fee, shall be remunerated separately.

Cost estimates of Milani are not binding. If it is foreseeable that the actual costs will exceed the costs estimated by Milani in writing by more than 15%, Milani shall inform the customer of the higher costs. The customer shall be deemed to have approved the cost overrun if the customer does not object in writing within three working days after such notification and at the same time inform Milani of less expensive alternatives. If the cost overrun is up to 15%, a separate notification is not required. This cost estimate overrun shall be deemed approved by the customer in advance.

PAYMENT CONDITIONS

Payments are due 30 days after the invoice date without any deductions. The services rendered and documents, designs, etc. handed over by Milani remain the property of Milani until full payment of the remuneration owed.

In case of late payment, Milani is entitled to 5% (p.a.) interest from the amount owed from the date of expiration. Milani reserves the right to charge possible expenses (reminder fees).

In case of late payment by the customer, Milani is entitled to demand immediate payment of all services and partial services rendered within the framework of other contracts concluded with the customer.

Furthermore, Milani is not obliged to provide further services until the outstanding amount has been paid (right of retention). The obligation to pay the respective remuneration remains unaffected.

The customer shall not be entitled to set off its own claims against Milani's claims, unless the customer's claims have been acknowledged by Milani in writing or have been determined by a court.

INVOLVEMENT OF THIRD PARTIES

Milani may, at its discretion, engage subcontractors for the performance of its services without the consent of the customer. The customer shall have the right to reject subcontractors, provided that it can present legitimate reasons for doing so. Milani shall be liable for the performance of such subcontractors as for its own.

INVOLVEMENT OF EXPERTS

If certain services require special knowledge which Milani does not possess itself, Milani may, with the customer's consent, entrust the performance of such services to an expert in its own name or in the name of the customer. Milani shall not assume any responsibility or liability for the services of any experts engaged. Such expert services include, but are not limited to, pure engineering services.

EARLY TERMINATION BY THE CUSTOMER

If the project is cancelled (for whatever reason), Milani will be compensated by the customer for all services rendered without any loss up to the date of cancellation. In addition, all third party costs will be paid by the customer; the same applies to subsequent costs that could not be cancelled.

In case of early termination of the contract for reasons Milani is not responsible for, all services rendered will be remunerated by the customer as well as an additional 20% of the omitted order volume will be invoiced to cover resulting gaps in capacity utilization.

CHANGE ORDERS

Additional expenses incurred in the course of the project as a result of changes in the task and/or deadlines are not included in the budget of the present offer and require prior written confirmation by Milani.

Within the framework given by the customer, Milani has the freedom of design.

SPECIMEN COPY

After successful production, the customer is obliged to provide Milani one specimen copy free of charge for internal exhibition. Milani is entitled to refer orally and/or in writing to the existing or former business relationship with the customer (e.g. mention on the website). After the market introduction by the Customer, Milani is entitled to use the results developed by Milani for marketing purposes in an appropriate form (for publications of any kind).

LIABILITY

Milani is liable for the accurate and careful performance of the service owed under the contract and guarantees that it was performed in accordance with the contractual specifications and the current state of science and technology. Milani assumes no liability for the services approved by the customer.

Milani shall be liable up to an amount of CHF 25'000 for damages of the customer resulting from a wilful breach of contract by Milani, irrespective of the legal ground. Liability for loss of profit, unrealized savings, recourse claims of third parties, damages resulting from interruptions of operations, as well as for all indirect and consequential damages shall be excluded to the extent permitted by law.

Milani is not liable for the admissibility under competition and trademark law as well as for the protectability as intellectual property of the services provided by Milani.

INSPECTION AND APPROVAL

The customer shall check the quality of the services as soon as it is feasible in the normal course of business, but at the latest within 14 days. In case of missing, delayed or imprecise

feedback, the services are deemed approved by the customer.

If the services provided do not have the contractually guaranteed characteristics or are defective, the customer is entitled to demand the correction of the same. This right expires after timely review and approval of the services.

INDEMNIFICATION

If a claim is made against Milani by third parties or governmental authorities in connection with the contractual services, customer shall indemnify Milani in the following circumstances:

- Claims arising from product liability;
- claims for infringement of third party rights, unless Milani itself has been responsible to check for any copyrights, trademark rights, labelling rights or other rights of third parties.

The obligation to indemnify shall not apply if Milani has caused the claim by intentional or negligent breach of a contractual obligation. In addition to the compensation of justified third party claims, the indemnification also includes Milani's legal costs.

DISPOSAL

Milani is entitled to return the material made available to it for the performance of the contract (e.g. examination material) to the customer after termination of the contract or to dispose of it at the customer's expense. The costs of disposal will be charged separately.

INTELLECTUAL PROPERTY AND OWNERSHIP

All data, documents, materials and other tangible property provided to the other party shall be the sole property of the providing party and shall be returned to the providing party or destroyed (including any printouts or electronic copies) without undue delay at any time upon written request and instruction, but no later than upon termination of the cooperation.

The complete, unrestricted rights of use to the contractually agreed development result and newly created intellectual property rights shall

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pass to the customer upon full payment of the agreed remuneration. This includes all intellectual property rights that are newly created, developed and put into practice for the first time by or for Milani within the scope of the cooperation. It does not include existing intellectual property rights, i.e. all patents, trademarks, copyrights (e.g. technical data, discoveries, ideas, know-how, design rights, software, processes, trade secrets, other intellectual property rights, including all improvements, modifications or extensions thereof, owned by or licensed to Milani prior to the date of the conclusion of the agreement ("Milani IP"). These shall remain the sole property of Milani. By acquiring the rights to use the contractual services, the customer also acquires the unrestricted right to apply for industrial property rights such as patents, trademarks, etc. in the agreed services, excluding all Milani IP. Applications for property rights are not part of Milani's services. In all other respects, the following provisions apply unchanged. The right of use allows the customer the use for the contractually stipulated purpose. It is unlimited in time, transferable and non-exclusive, unless otherwise stipulated in the following provisions and the contract. The right of use includes the right to process and distribute the results of development services, insofar as this is necessary for the contractually intended purpose. The right of processing and distribution is not transferable. The customer is not entitled to independently distribute standard components and methods of Milani detached from the development result.

Milani shall be free to use the know-how developed during the performance of the services, provided that the customer's business secrets are kept confidential.

The customer expressly acknowledges that Milani is the sole originator of the contractual services and has an exclusive right to be named and this is granted in accordance with industry practice.

CONFIDENTIALITY

The Parties acknowledge and agree that the information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") is confidential and secret to the Disclosing Party and that the Receiving Party will treat such information, subject to any legal disclosure obli-

gations, in the same manner as it would treat its own confidential and secret information and that such information will not be disclosed to any third party or used for any purpose other than the agreed collaboration, except:

- With the prior written consent of the Disclosing Party; or
- To the extent that such information is already publicly known or becomes publicly known through no fault of the Receiving Party;
- To the extent that such information can be shown to have already been in the possession of the Receiving Party prior to disclosure;
- The information is made available by a third party without any obligation of confidentiality;
- To the extent that such information has been developed by the Receiving Party independently and without the use of information of the Disclosing Party.

The employer of the Receiving Party and its affiliated or related companies as well as employees of the Receiving Party shall not be considered third parties, provided that they are expressly made aware of and agree to at least equivalent confidentiality obligations and prohibitions of exploitation pursuant to these GTC.

The confidentiality shall remain in force even after termination of the contractual relationship.

NON-SOLICITATION

The customer may only hire employees of Milani who were involved in the performance of the services as employees or employ them directly or indirectly as external service providers with the written consent of Milani. This shall apply in the same way to persons who have worked for the customer as employees of subcontractors of Milani. The non-solicitation clause shall apply for the duration of the service provision as well as for 1 year thereafter. In case of violation of this clause, a penalty of CHF 50'000 per violation is owed.

TERMINATION

The contract ends with fulfillment. A fixed-term contract ends upon expiry of the agreed contract term. An indefinite contract may be terminated in accordance with the contractually agreed termination provisions (ordinary), subject to mandatory statutory provisions. In the absence of contractually agreed notice periods, the contract may be terminated in writing by either party with three months' notice to the end of a month. For important reasons which make the continuation of the contract unreasonable for one of the contracting parties, the contract may be terminated (extraordinarily) within a set period of time after a prior, written, unsuccessful request to remedy the situation in question. In the event of extraordinary termination, the following provision shall apply: The services rendered up to the termination of the contract shall be paid for in full.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance of its obligations due to events beyond the reasonable control of the respective party, including, without limitation, strikes, war (whether declared or not), riots, civil disturbances, coups d'état, armed conflicts, acts of sabotage, terrorism, internet blackout, fire, flood, natural disasters, infectious diseases and epidemics, pandemics or governmental action (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party seeking relief shall notify the other party in writing as soon as practicable of such event and its effect on its performance. The non-performing party shall be excused from further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance. If the non-performing party is prevented from performing its obligations for more than three consecutive months by a Force Majeure Event, the other party shall have the right to terminate the Agreement without notice.

APPLICABLE LAW AND PLACE OF JURISDICTION

Applicable Law is Swiss Law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of jurisdiction is Horgen, Switzerland.

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Version 2023.01