

General Terms and Conditions of Business ("GTC") of companytransfer AG, Lenzburg, Switzerland for the collaboration with Interim Managers.

1 General

1.1 companytransfer AG

companytransfer AG (hereinafter " Provider"), domiciled in Lenzburg, Switzerland, provides interim management services for companies in the life science industry.

1.2 Life science industry

For the provider, the overall "life science industry" market is defined as comprising the pharmaceutical, diagnostic, biotech, medical device, consumer healthcare & nutrition and chemical markets.

1.3 Scope of services

The arrangement of exclusively professional interim managers (hereinafter "IMA") with the corresponding expertise for companies (hereinafter "Client") in the life science industry. Assumption of "sparring partner" functions in a triangular relationship (Provider, IMA and Client) throughout the duration of the mandate.

2 Cooperation

2.1 Agreement

These GTC establish, at most together with a separate agreement concerning a mandate with a Client, the contractual relationship between the registered IMA and the Provider. By clicking to confirm the GTC in the online registration on the Provider website, the IMA states that he has read and understood the GTC and accepts them as the content of the agreement between the IMA and the Provider.

2.2 Registration

By registering online on the Provider's website, the IMA confirms that he has truthfully completed the corresponding profile with the basic requirements. The IMA authorizes the Provider to verify the information provided using the listed references. Completed registration does not automatically entitle the IMA to a contract volume or mandate.

2.3 Contractual relationship

If a mandate is concluded, the Provider shall in any case conclude the agreement with the Client. The Provider will conclude a separate agreement with the IMA.

2.4 Invoicing process

The IMA shall submit a detailed fee invoice to the Provider according to the details of the mandate and the Provider shall then submit an invoice to the Client. All parties in accordance with the agreement shall observe the payment conditions.

2.5 Liability claims

If, during the mandate, the Client is unable to pay or disputes regarding the performance of the IMA arise which lead to a refusal to pay, the IMA may not hold the Provider liable for the resulting damages. The Provider shall, however, make every effort to work with the IMA to find a solution and collect justified claims from the Client.

2.6 Registration costs

The registration costs for the IMA are a single payment of CHF 180.00 and are due for payment to the Provider at the time of online registration. After receipt of payment, the Provider will process the IMA profile. The registration costs include a welcome meeting (focuses, core competencies, communication, market handling) and data reconciliation. The registration costs are due even if it becomes evident that the IMA cannot be represented due to a lack of qualifications and the registration is therefore invalid.

2.7 Rights of the IMA

The registered IMA has the right:

- To expand or modify his submitted data via written notification at any time.
- To regularly seek information about possible upcoming mandates.
- To terminate his registration in writing via right of withdrawal within a period of 30 days from online registration without stating any reasons, albeit without any right to claim for reimbursement of the registration amount if the welcome meeting has already taken place.
- To comprehensive data protection by the Provider regarding the registration information provided. The information shall be used exclusively to arrange interim management services and will

be deleted after the end of the agreement or upon withdrawal of the registration at the written request of the IMA.

2.8 Obligations of the IMA

The registered IMA is obliged:

- To provide his information to the Provider truthfully and with all required data (CV, certificates, references, projects) during online registration.
- To regularly check and update the submitted information in order to ensure availability and market chances.
- To respond to any enquiry by the Provider for a potential mandate with a Client within a maximum of two working days in writing or verbally, to state fundamental interest (yes/no), announce availability and to report any ongoing mandates or negotiations insofar as they limit availability.
- To sign a declaration of confidentiality prior to the provision of information relating to the possible Client and its potential mandate.
- To begin any mandate insofar as the framework conditions are clarified and agreed in writing by all parties in advance. A subsequent withdrawal may lead to claims for compensation by the Provider or the Client if reasons other than force majeure (i.e. accident, illness, third party actions, significant changes to the mandate) prevent the IMA from beginning or continuing the mandate.
- To at no time contact the potential Client or its employees without the prior authorization of the Provider.
- To at no time submit an own offer or an offer via third parties to the potential Client.
- Not to submit an own offer or an offer via third parties to the Client or accept a direct offer from the Client within 24 months of the end of the corresponding mandate – exceptions are only possible with payment of an arrangement fee to the Provider.
- To immediately inform the Provider of any conflicts of interest immediately upon notification of a possible mandate.

2.9 Obligations of the Provider

The Provider is obliged:

- To handle all information from the IMA confidentially and to ensure data protection.
- To provide only an anonymous profile of the IMA to potential Clients for an initial screening.

- To provide potential Clients with a named profile for the IMA for more in-depth examination with the agreement of the IMA.
- To establish the contractual conditions (daily fee, commissions etc.) for the IMA with the potential Client prior to the conclusion of the contract (between the Provider and the Client).
- After conclusion of the contract with the Client, to act as invoicing party and to collect the agreed payment amount from the Client on behalf of the IMA and to forward it to the IMA within the agreed period.
- To immediately inform the IMA of any mandates, which may be suitable, and/or to keep him informed of any changes.
- Insofar as a contractual relationship with a Client results from the agency of an IMA, which said IMA does not himself carry out, the Provider shall be obliged to pay the arranging IMA a commission of an agreed amount.

2.10 Confidentiality

Both the Provider and the IMA are obliged:

- To maintain the confidentiality of all information which is in the other party's commercial interests.
- To handle all confidential information which is related to an enquiry involving a potential mandate or a completed contractual relationship confidentially and not to pass this on to third parties at any point.
- To return or destroy documents involving a potential or completed mandate.

3 Duration

3.1 Duration

By registering online and accepting the GTC, the IMA enters into an unlimited contractual relationship with the Provider. In case of a successful negotiation between the Provider and his Client, apply for the IMA in addition the provisions of the respective agreement concerning the mandate.

3.2 Termination

Either party – Provider or IMA – has the right to terminate the cooperation subject to a notice period of three months to the end of a given month; at the earliest, however, at the end of an ongoing mandate between the IMA and a Client. There are grounds

for immediate termination of the cooperation if one of the parties is in breach of the rights and/or obligations stated in the GTC.

4 Final provisions

4.1 Amendments

Should individual provisions of these GTC be ineffective or become ineffective, this shall not affect the legal validity of the remaining provisions. The Provider reserves the right to amend the GTC at any time without stating reasons. It shall provide a date on the GTC. The current binding version of the GTC is available on the Provider's website. Registered IMA will be informed of the amendments. Amendments must be made in written form without exception. This includes also this paragraph 4.1.

4.2 Intellectual Property

The Provider reserves all rights, in particular ownership and copyrights, for all designs, text and graphics on its website. The provision of such to third parties requires the express written approval of the Provider.

4.3 Applicable law

Swiss domestic laws apply.

4.4 Place of jurisdiction

The sole place of jurisdiction for any disputes arising from these GTC or in conjunction with these GTC is the proper courts in **LENZBURG**.