

General Terms and Conditions of Business (“GTC”) of companytransfer AG, Lenzburg, Switzerland. For business relationships with companies.

1 General

1.1 companytransfer AG

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

1.2 Life science industry

For companytransfer AG, 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 of the Provider

The brokering of exclusively professional interim managers (hereinafter “IMA”) with the corresponding expertise for companies (hereinafter “Client”) in the life science industry, for mandates which are described in detail in an agreement with the Provider. Assumption of “sparring partner” functions in a triangular relationship (companytransfer AG, IMA and Client) throughout the duration of the mandate.

2 Cooperation

2.1 Agreement

The present GTC are a component of the cooperation between the Client and the Provider and come into effect by an inquiry of the Client (see paragraph 2.2). In the event of the conclusion of an agreement between the Client and the Provider, the GTC form an integral part of said agreement.

2.2 Enquiry

The potential Client shall enquire (via telephone, in writing – post or e-mail – or online via the Provider’s website) to announce its underlying interest in the services of the Provider, thereby obliging itself to provide truthful data and facts in order to permit the Provider to identify a suitable IMA. Following an enquiry by the Client, he will receive the GTC

by post, need to signed and return it back to the provider. The submission of an enquiry shall not entitle the Provider to any claim for work from the Client. The subsequent search for an IMA by the Provider is free of charge for the Client.

2.3 Contractual relationship

Following the successful brokering of an IMA for the Client, the agreement containing the exact conditions of the mandate (IMA tasks, fee, duration, notice period etc.) shall be concluded exclusively between the Provider and the Client. The IMA selected by the Client shall also exclusively conclude an agreement with the Provider.

2.4 Settlement process

The Provider shall invoice the Client. The invoice is based on the detailed bill, which the IMA submits to the Provider monthly. The information contained therein corresponds to the agreements concluded between the parties. The payment periods shall be observed by all parties according to the agreement.

2.5 Liability claims

If disputes arise during the mandate between the Client and the IMA, the Client and/or the IMA may not hold the Provider liable for any damages, which result. The Provider shall, however, work with the Client and the IMA to reach a settlement, which is acceptable to both parties.

2.6 Rights of the Client

The Client has the right:

- To receive a minimum of three IMA recommendations from the Provider for the potential mandate.
- To cancel pending requests to search for potential IMAs from the Provider’s pool at any time.
- To comprehensive data protection on the part of the Provider and the IMA involved.
- Following the conclusion of an agreement with the Provider, to call upon the latter’s support at any time in dealing with the IMA.

2.7 Obligations of the Client

The Client is obliged:

- To submit its enquiry truthfully and with all information requested for the search for a suitable IMA.

- Following the conclusion of an agreement with the Provider, to comprehensively support the arranged IMA in his or her tasks.
- Following the conclusion of an agreement with the Provider, to ensure the necessary occupational safety for the arranged IMA according to the generally applicable legal provisions.
- To provide the Provider with a monthly insight into the IMA's performance and to include the former in the investigation process in the event of any ambiguity.
- Not to contact the potential IMA at any time without the prior approval of the Provider.
- Not to submit its own offer or an offer via third parties to the potential IMA at any time.
- Not to submit its own offer or an offer via third parties to the IMA in question within 24 months from the end of the corresponding mandate – exceptions are only permitted in agreement with and subject to the payment of a corresponding brokerage fee to the Provider.
- To comply with any agreement insofar as the framework conditions are clarified and agreed in writing by all parties in advance. Any subsequent refusal may lead to damage compensation claims by the IMA, insofar as other potential mandates were refused by the IMA on the basis of the agreement.
- As early as the anonymous profile or at the latest upon presentation of the IMA data, to immediately inform the Provider of any conflicts of interest in order to mutually avoid any damages.

2.8 Obligations of the Provider

The Provider is obliged:

- To only forward any confidential information provided by the Client for the purpose of arranging the mandate to potential IMA who have previously signed a non-disclosure agreement with the Provider and to otherwise handle it confidentially.
- To provide only an anonymous profile of the IMA to potential Clients for an initial screening.
- To provide potential Clients with a personalised profile of the IMA for more in-depth examination only with the agreement of the IMA.
- Before the conclusion of an agreement, to agree the order provisions and conditions with both the Client and the IMA.

- After conclusion of the agreement 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 periods.

2.9 Confidentiality & Data protection

Both the Provider and the Client are obliged:

- To maintain confidentiality with regard to all private information in the other party's commercial interests.
- To handle all private information 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 as long as this is not required for the brokerage.
- To comply with data protection with regard to the personal data of an IMA and to only use these for the purpose of arranging a mandate and the brokerage order.

3 Duration

3.1 Duration

These GTC apply from an enquiry for an indefinite period. Following successful brokerage, the duration of the mandate shall be established in the agreement between the Client and the Provider. The Provider shall ensure that the same duration is guaranteed in its agreement with the IMA.

3.2 Termination

Following successful brokerage, any ordinary and extraordinary termination details and periods shall be established in the agreement between the Client and the Provider. The Provider shall ensure that the same termination details and periods are guaranteed in its agreement with the IMA. Grounds for immediate termination of the cooperation shall exist 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. The Client and 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**.