

General Terms and Conditions of ZEOH LTD, London, Baar Branch (“ZEOH”)

1. Scope

1.1 Unless explicitly agreed otherwise, the following terms and conditions (the “Terms”) apply to all agreements between ZEOH and a client, whether concluded in writing, verbally or otherwise (the “Business Relationship”). The Terms apply irrespective of whether the client is an individual, a legal entity or a plurality of persons. If the client is a plurality of persons, the Terms apply to each of them, and each of them is jointly and severally liable to ZEOH. The Terms also apply regardless of the residence or statutory seat of the client.

2. Payment

- 2.1 Invoices are due within 14 days. Any amount due is to be paid by bank transfer to a Swiss bank account to be named by ZEOH. ZEOH may offer additional payment methods, such as paying by credit card or PayPal. Payments will be made in CHF.
- 2.2 In the event of late payment, the client will be charged additional reminder fees of CHF 30 each (40 and 80 days after the due date, respectively), and a collection fee of CHF 300.00 in the event of collection measures. From the date of default, the client shall owe interest on arrears at a rate of 5%.
- 2.3 ZEOH reserves the right to terminate the Business Relationship unilaterally and without notice, without having to pay a refund and without incurring any liability for damages in case the client is in arrears with any amount due for more than 90 days.
- 2.4 In the aforementioned case, ZEOH may also refuse to physically or electronically forward any mail, information or other items received on behalf of the client (and, having given three months’ notice, may destroy any such item).

3. Identification

3.1 The client is obliged to identify himself and, if applicable, his statutory representatives and beneficial owners to ZEOH. At the request of ZEOH, the identification must be carried out by means of certified copies of identification documents, signatures and extracts from the commercial register.

3.2 If the client fails to provide identification in accordance with the above provision, ZEOH is entitled to withdraw immediately from the Business Relationship.

4. Services by third parties / disclosure of information

- 4.1 In order to fulfil the contractual obligations that arise from any agreement concluded between ZEOH and the client, ZEOH may freely make use of the services of third parties, providing these with any necessary information on the client. It is within the sole discretion of ZEOH to decide whether, in order to fulfil its contractual obligations, it concludes contracts or commissions services in the name and/or on account of the client.
- 4.2 The client agrees to the disclosure of any agreement concluded between ZEOH and the client vis-à-vis the tax or other authorities, if necessary. The client in particular agrees that, in the event that debt enforcement is required, the relationship between the client and ZEOH, as well as the personal data of the client and any persons involved in the business relationship, will be disclosed to the competent debt enforcement authority or court, if necessary. This applies in particular to invoices and a detailed list of the work carried out by ZEOH on behalf of the client.

5. Complaints and liability

- 5.1 Complaints about the execution of the order must be made immediately. ZEOH must be given the opportunity to provide remedy.
- 5.2 ZEOH is only liable to the customer for unlawful intent and gross negligence. Any unlawful intent or gross negligence must be proven by the party who wishes to derive a claim from it.
- 5.3 This limitation of liability also applies to all persons to whom ZEOH has rightfully delegated the handling of business.
- 5.4 In the event of delegation, the liability of ZEOH is limited to the proper selection, instruction and supervision of the third party.
- 5.5 E-mail traffic from and to ZEOH is carried out via public, not specifically protected data

transmission networks. ZEOH declines all liability for damages incurred by the client as a result of transmission errors or of technical defects or disruptions of, or interference with, the network operators' systems.

- 5.6 The limitations of liability set out in clauses 5.4 and 5.5 above also apply to any other piece of IT or software (e.g. cloud solutions) used by ZEOH.
- 5.7 In the event of damage, the liability of ZEOH is limited to three times the fee due per year for the order affected. This also applies in the event of delegation.
- 5.8 If the behaviour of the client is partly responsible for the damage caused, ZEOH is exempted from any liability. In particular, incomplete, contradictory or delayed information and documents as well as information or documents that have not been passed on are deemed to be co-responsible behaviour.

6. Extraordinary right of termination

- 6.1 If the client engages in illicit commercial practices or operates a business that may affect the reputation of ZEOH, of its customers, partners, service providers or employees, ZEOH shall have the right to withdraw from the contract without notice, without having to pay a refund and without incurring any liability for damages.
- 6.2 In the aforementioned case, ZEOH may also refuse to physically or electronically forward any mail or other items received on behalf of the client (and, having given three months' notice, may destroy any such item).

7. Amendments to the Business Relationship

- 7.1 Amendments to any agreement governed by these Terms must be made in text form or in writing. Any expression of intent by either party must be confirmed in writing at the immediate request of the respective recipient party. Unless specified otherwise, any legal offer to conclude or amend an agreement between ZEOH and the client must be accepted within five Swiss business days lest it be deemed rejected.
- 7.2 In the unlikely event of ZEOH having to move its own statutory seat (or ZEOH for other reasons being no longer able to provide the client with a legal domicile) during the

contract period of any domicile-based service provided under these Terms, ZEOH shall offer to prepare the commercial register application for relocating the client's legal domicile and bear the commercial register fees of said application up to an amount of CHF 150.00. In the aforementioned case, ZEOH shall not be obliged to provide the Company with a new legal domicile in or outside of Baar.

8. Amendments to the Terms

ZEOH may unilaterally amend these Terms by giving reasonable notice to the client. The amendment will take effect on the date specified in the notice unless the client, upon receipt of the respective notice, elects to reject the amendment, in which case the present version of the Terms will prevail.

9. Applicable law and jurisdiction

- 9.1 The Business Relationship as well as these Terms are subject to Swiss law, to the exclusion of conflict of laws provisions.
- 9.2 If not specified otherwise, the place of performance for all deliveries and payments governed by these Terms or the Business Relationship shall be the domicile of ZEOH. Insofar as the client is domiciled outside Switzerland, the place for debt collection shall also be the domicile of ZEOH (cf. Art. 50 para. 2 of the Swiss Debt Enforcement Bankruptcy Act).
- 9.3 The exclusive place of jurisdiction for all disputes arising from or in connection with either the Business Relationship or the Terms is Zug, Switzerland. ZEOH, however, reserves the right to initiate legal proceedings against the client at the client's residence (statutory seat) or before any other competent authority.

10. Severability clause

If any provision in these Terms and Conditions or in any agreement governed by these Terms and Conditions is found to be illegal or invalid that clause shall be deemed removed and the remainder shall be unaffected. The parties shall endeavour to agree an alternative clause having like effect, as a substitute for the provision that has been removed. The provision in the preceding sentence applies mutatis mutandis to any gaps in any provisions.