

Service Agreement

RGCC International Analytical Services

1. Preamble

This agreement forms the basis for the order initiated by the Client, in which the Client entrusts RGCC International GmbH (hereinafter: "RGCC") with the provision of analytical services. Upon the commencement of this agreement, RGCC accepts the service agreement under the terms and conditions set out in this agreement and the corresponding offer. The Parties agree to the following:

RGCC carries out analyses of chemical substances for the Client upon request. RGCC provides this service exclusively for sample(s) from Switzerland, Germany, Austria, Italy, France, and Liechtenstein.

The sole purpose of the agreement is the provision of services and does not confer any license or right of use to RGCC's research results, even if these have been generated during the course of the services. Any rights of use or exploitation of RGCC's research results require a separate contractual agreement (Art. 34 (1) of the Swiss Federal Act on Patents for Inventions (PatA)).

2. Definitions

- a. Client: "Client" is the party using RGCC's services. The Client is entitled to the collected or created data as part of the services, as well as the associated intellectual property rights.
- b. RGCC: "RGCC" is the party that provides the contractually agreed upon services.
- c. Services: "Services" are all services provided by RGCC within the scope of the agreement and the GTC specified in the agreement, including the collection or creation of data such as test results, measurement results, or routine analyses.
- d. Data: "Data" includes all information that is collected or created during the services provided by RGCC. This includes data such as documents, files or reports.
- e. Intellectual property: "Intellectual property" includes all intangible rights to the data and results, including copyrights and related rights.
- f. Research results: "Research results" means all findings, results and innovative developments that arise during the course of the provision of services by RGCC but are not part of the data defined in the agreement. These results may include techniques, processes, methods, and specific solutions developed by RGCC.
- g. Right of use: "Right of use" refers to the right to use intellectual property, such as copyrights, patents or trademarks, to the agreed extent. This includes the right to reproduce, make publicly accessible, distribute and market works (Art. 10 (1) of the Swiss Federal Copyright Act (URG); Art. 34 (1) of the PatA).
- h. Exploitation: "Exploitation" means the commercial use of a work or invention. This can take place through the production and sale of copies of the work, licensing, rental, public performances or other uses to generate income (Art. 10 (2) of the URG)
- i. License: "License" is the authorization to use intellectual property granted by the rights holder to a licensee (Art. 34 (1) of the PatA).
- j. Confidential information: "Confidential information" means all samples, data, documents, reports or other information that the disclosing party and its affiliated companies disclose or have already disclosed to the receiving party or which have otherwise become or will become known to the receiving party in connection with the cooperation, irrespective of the form of communication (oral, written, stored on data carriers, as samples, models or otherwise).

- k. Data security incident: "Data security incident" means a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data.
- l. Parties: "Party" means the Client or RGCC individually as a contracting partner to the agreement, while both together are referred to as "Parties".
- m. Restricted Substance(s): "Restricted Substance(s)" means any content of a sample that is highly toxic, explosive, highly flammable, biohazardous, ionizing/radioactive, a warfare agent, a drug subject to regulatory approval, or any other sample content that is subject to an applicable regulation governing the transportation and/or handling of dangerous goods.
- n. Results: "Results" means all analytical results obtained by the service provider from the Sample(s) in fulfillment of the analysis services.
- o. Sample(s): "Sample(s)" means the product, compound, liquid, material or other substances provided by the Client to be the subject of the analytical services.
- p. GTC: "GTC" means the General Terms and Conditions of RGCC in relation to RGCC International's analytical services.
- q. Offer: "Offer" means the corresponding offer from RGCC for the corresponding analytical service. RGCC shall send the Client an offer by email. The validity period of the offer transmitted therein is specifically defined in the offer. If it is confirmed and returned by the Client within this period, the agreement is concluded. If there is no response within this period, the offer is deemed to have been rejected.

3. Contractual object

The Client commissions RGCC to provide services in the area of analytical activities. The specific services to be provided are set out in the service agreement referred to as the "Offer".

4. Contractual components

- 4.1. The General Terms and Conditions (GTC) for analytical services of RGCC are an integral part of this agreement and apply to all contractual relationships between the Client and RGCC and cannot be waived. The application of any GTC of the Client is explicitly excluded. The Client is aware of RGCC's GTC and recognizes them. They can be viewed on the RGCC website and can be made available to the Client in individual form.
- 4.2. The following documents form an integral part of this individual agreement and take precedence over each other in descending order in the event of a conflict:
 - 4.2.1. Any individual agreements made separately between the Parties (e.g. NDA);
 - 4.2.2. Offers;
 - 4.2.3. The present service agreement;
 - 4.2.4. The General Terms and Conditions for analytical services (GTC) of RGCC.

5. Cooperation

- 5.1. This agreement and the GTC of RGCC form the basis of the cooperation. The Parties agree to conclude the specific analysis activity in each case within the framework of individual offers. These define the individual scope of the order and the corresponding activities to be carried out by RGCC. The conclusion of individual offers is governed by the GTC.
- 5.2. The Parties agree that RGCC has the right to reject requests from the Client at any time without stating a reason.
- 5.3. Under no circumstances is RGCC obliged to prepare an offer for individual orders placed by the Client.
- 5.4. RGCC presents the available analytical services specifically on its website and in its GTC. Unless otherwise stated, all prices stated in the contractual documents and GTC of RGCC are to be understood as net prices excluding VAT.

- 5.5. The contracting parties expressly agree that RGCC shall provide the analytical services as an independent contractor. This agreement does not create a partnership, joint venture, franchise or employer/employee relationship. Neither party is authorized to represent the other party, take legally binding actions, or enter into agreements on behalf of the other Party, unless such authorization has been expressly granted in writing.
- 5.6. RGCC carries out the analysis of the sample(s) per the contractual specifications, using the instruments specified in the order. This includes the analysis of restricted substances if this is part of the order. The services provided correspond to the care and expertise normally applied by qualified specialists in comparable situations. In doing so, RGCC shall comply with the standards, methods and operating procedures recognized in the industry, as well as its quality standards applicable at the time the service is provided.
- 5.7. Before beginning the process of analyzing the sample(s), RGCC shall review the respective request as well as all relevant documents of the Client to identify any missing or unclear information. If the order is incomplete or incomprehensible in part, RGCC may contact the Client and ask for additions or clarifications. The Client agrees to provide all additional information required for this in a timely manner and in a suitable form so that the analytical services can be provided properly.
- 5.8. If the manner prescribed by the Client for the performance of tests, analyses or the preparation of reports/documents deviates from the usual standard or recommended procedures, the Client shall indemnify RGCC against all claims, damages and costs resulting from compliance with these deviating instructions.
- 5.9. If any part of the analytical services for which RGCC is responsible has been provided inadequately, the Client must inform RGCC of this in writing without delay, generally within seven (7) days of the results being sent to the Client.
- 5.10. If additional services, as defined in the GTC, are requested, this shall not lead to an adjustment of the offer. Additional services shall be provided under the same conditions and in particular at the costs set out in the GTC.

6. Sample(s)

- 6.1. All samples are and shall remain the property of the Client at all times. RGCC shall use the sample(s) only for the purpose of performing the analytical services to fulfill the agreement.
- 6.2. The Client shall ensure that all samples comply with the applicable laws and regulations, in addition to the terms and conditions of the logistics service provider commissioned by the Client for the shipment and the requirements of RGCC, in particular the labeling requirements.
- 6.3. After receipt and acceptance of the offer, the Client must ensure that the sample(s) are properly packaged and labeled in accordance with the applicable regulations and the conditions of the respective logistics service provider. This includes all necessary declarations, certificates, safety data sheets or other necessary documents. Additionally, the Client shall organize the shipment of the sample(s) to the address specified by RGCC. The sample(s) shall be sent at the expense and risk of the Client. RGCC assumes no responsibility for the shipment and is not liable for the loss of or damage to the sample(s) during transportation. If a sample is lost or damaged in transit, the Client must provide RGCC with replacement sample(s) at its own expense.
- 6.4. The Client shall provide RGCC with all information that RGCC requires to carry out the analytical services safely and in accordance with the regulations. This includes all information on restricted substances and special requirements for the handling and storage of sample(s). All hazardous substances must be clearly identified in the order process and, where required, by providing the appropriate hazard documentation. RGCC is entitled to refuse sample(s) or to revoke an acceptance already made if it is determined that the sample(s) pose a risk to health, safety or the environment that was not apparent in the information provided by the Client when the order was placed. In such a case, the Client shall immediately remove all affected sample(s) from RGCC's premises at its own expense.
- 6.5. The Client may not submit any sample(s) that contain personal data or are on export control lists.

- 6.6. The Client must provide RGCC with all necessary information regarding the sample(s), including, if required, the export control classification and the country of origin. The Client is responsible for complying with all applicable data protection, import, export, re-export control and sanction laws. Where necessary, the Client must obtain the necessary consent. In addition, the Client must act as exporter or importer in connection with the transportation of the sample(s) and assume responsibility for export clearance and payment of all customs duties and fees. The Client acknowledges that RGCC is not involved in the export or import procedures in connection with the transportation of the sample(s).
- 6.7. If RGCC has received the sample(s), it shall store them following standard industry practice, unless the Parties have agreed otherwise.
- 6.8. RGCC shall retain the sample(s) for a maximum period of three (3) months from the result submission date. After the expiry of this period, the sample(s) shall be disposed of. If the Client wishes for the sample(s) to be returned, they shall be returned to the Client upon request and in accordance with the agreed conditions. If the Client requests the return of the sample(s) or their disposal in a specific manner, the Client shall also bear the costs for packaging, transportation, and any required additional services. Additionally, any risk of the shipment return shall be bared by the Client.

7. Export control

- 7.1. The Client acknowledges, understands and agrees that (a) RGCC's IT infrastructure may be located in part or in whole outside the country of the relevant Party and (b) the transfer, publication, release, upload or availability of any content (i) may constitute an "export" within the meaning of applicable export control, sanctions or import laws and regulations of Switzerland, the EU or any other relevant jurisdiction (collectively, "trade control laws") and (ii) may require a prior license, approval or appropriate notification under such trade control laws.
- 7.2. Each Party undertakes to strictly comply with all applicable trade control laws, including (but not limited to) the Swiss War Material Act (KMG), the Goods Control Act (GKG), ordinances of the State Secretariat for Economic Affairs (SECO) and the relevant EU legislation.
- 7.3. The Client agrees not to provide sample(s) or content that violate trade control laws. Both Parties acknowledge and agree that no sample(s) or content will be exported, re-exported or otherwise transferred to the following recipients under this agreement:
 - 7.3.1. Persons in sanctioned or embargoed countries or to government officials of these countries.
 - 7.3.2. Persons, companies or organizations based in a sanctioned country or controlled by persons who are on sanction lists of the USA, the United Nations, the EU, the OSCE or Switzerland.
 - 7.3.3. For a prohibited end use, in particular military or intelligence use in countries associated with human rights violations or the development of weapons of mass destruction.
- 7.4. The results and content that RGCC makes available to the Client may only be used for peaceful purposes. These obligations shall survive the termination of the agreement. The Client is solely responsible for complying with trade control laws and for obtaining all necessary licenses or approvals for the sample(s) or content it provides.

8. Confidentiality obligations

- 8.1. RGCC agrees to maintain the confidentiality of all information received from the Client. In doing so, RGCC shall apply at least the same standard of care that it uses to protect its own similar information, and in no case less than a reasonable standard of care. RGCC shall not disclose confidential information to third parties unless the Client has given its prior consent. The information may only be used to provide the analytical services.
- 8.2. Confidential information does not include information that was already generally known at the time of disclosure or subsequently became generally known through no fault of RGCC or its employees. It also does not include information that RGCC already possessed before receiving it from the Client, that was developed by RGCC independently and without using the Client's confidential information, or that RGCC lawfully received from a third party without confidentiality restrictions.
- 8.3. If RGCC is obliged to disclose information due to a law, a court order or an official subpoena, the confidentiality obligations contained in 8.1 shall not apply. In such a case, RGCC shall, to the extent legally permissible, inform the Client immediately of the official request. Before RGCC discloses any information, and to the extent permitted by law, RGCC shall take reasonable steps to provide the Client with all necessary information to enable the Client to seek a protective order or other remedy at its own expense. If RGCC is still required to disclose after such notice, RGCC may disclose the confidential information concerned to the extent necessary.
- 8.4. The confidentiality rules set forth in this agreement shall apply for a period of five (5) years after delivery of the results. RGCC acknowledges and accepts that any unauthorized use or disclosure of confidential information shall constitute a breach of this agreement.

9. Warranty and liability

- 9.1. RGCC shall not be liable for delays or defects in the provision of the analytical services that are attributable to acts, omissions or failures on the part of the Client or its employees, representatives or commissioned third parties.
- 9.2. RGCC shall only be liable for simple negligence if material contractual obligations are breached. These are those obligations that are essential for the proper performance of the contract and the achievement of the purpose of the contract and on which the other Party may reasonably rely. In such cases, liability shall be limited to the typical and foreseeable damages, but to a maximum amount of CHF 5,000.00.
- 9.3. The limitation of liability for negligence does not apply to injury to life, limb or health.
- 9.4. Damages that arise indirectly or unforeseeably, such as loss of production or use, loss of profits, loss of savings or other financial losses due to third-party claims, are excluded in the event of simple negligence, provided that no damage to life, limb or health is affected.
- 9.5. Any further liability beyond what is stipulated in this agreement is generally excluded, regardless of the type of claim asserted.
- 9.6. The limitations set out in paragraphs 9.2 and 9.3 also apply to the personal liability of the employees, representatives, bodies and vicarious agents of both Parties.
- 9.7. Neither Party shall be liable for the non-fulfillment or partial fulfillment of its obligations if this is due to causes beyond its control, with the exception of payment obligations under this agreement. These causes include in particular (but are not limited to) unusual weather conditions, fires, floods, earthquakes, civil unrest, war, official measures, pandemics and delays or damage during shipment. If one of these circumstances occurs, the deadline for fulfillment of this agreement by RGCC shall be extended accordingly.

10. Duration and termination

- 10.1. This agreement is concluded by checking the corresponding box in the online form and the associated submission of the request by the Client. The agreement remains effective in relation to the corresponding order until all analytical services have been completed and the defined retention period of five years for the results has expired.
- 10.2. The Client may cancel orders that have been placed. It shall nevertheless be obliged to bear all costs agreed upon conclusion of this agreement and conclusion of the respective offer.
- 10.3. RGCC may terminate the agreement or cancel the offer for good cause. Such good cause includes, for example, a material breach of contract by the Client, such as if sample(s) were incorrectly specified. In this case, the Client must pay for all agreed upon services and the costs incurred, including the fees stipulated in the offer.
- 10.4. This agreement applies exclusively in relation to the request or order made in connection with this agreement. If a new request or application is made, a new agreement shall be established. Follow-up orders relating to the sample(s) sent within the scope of this agreement and the associated offer shall not be deemed to be a new order. A further offer from RGCC, which is concluded at the conditions described, may be required to process the follow-up order. A new order only exists if the analysis ordered relates to another sample that has not yet been analyzed.

11. Severability clause

Should one or more provisions of this agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The legally invalid provision shall be replaced by a provision that corresponds as closely as possible to the meaning and purpose of this contractual provision from an economic point of view.

12. Place of jurisdiction and applicable law

The agreements concluded between the Client and RGCC shall be governed exclusively by Swiss law, excluding the conflict of laws provision of the Swiss Private International Law Act (IPRG) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The courts of Zug shall have exclusive jurisdiction over any disputes arising from or in connection with this agreement.