

General Terms and Conditions (GTC)

RGCC International Analytical Services

1. General conditions

These General Terms and Conditions (GTC) govern the contractual relationship between the Client and RGCC International GmbH (hereinafter referred to as "RGCC") in connection with the provision of services. The Parties agree to comply with the provisions of these GTC and to exercise their respective rights and obligations accordingly.

RGCC carries out analyses of chemical substances for the Client on request. RGCC provides this service exclusively for samples from Switzerland, Germany, Austria, Italy, France and Liechtenstein.

The exclusive purpose of this contract is to govern the provision of services and does not grant any license or other right of use to the research results of RGCC, even if these have arisen in the course of the services. Any rights of use of the research results of RGCC require a separate contractual agreement (Art. 34 (1) of the Swiss Federal Law on Patents for Inventions (PatG)).

RGCC shall send the Client a quotation by email. The validity period of the offer is specifically defined in the quotation. If it is confirmed and returned by the Client within this period, the contract is concluded. If there is no response within this period, the quotation is deemed to have been rejected. If additional work is required that exceeds the scope agreed in the quotation, the Parties shall conclude a separate agreement to regulate this additional work.

RGCC provides the agreed services to the best of its scientific knowledge and standards. In doing so, RGCC assumes an obligation of means, but no guarantee for the achievement of a certain level of success.

2. Definitions

- a. Client: the "Client" is the party using the services of RGCC. The Client is entitled to the data collected or created as part of the services and the associated intellectual property rights.
- b. RGCC: "RGCC" is the party that provides the contractually agreed services.
- c. Services: "Services" means all services provided by RGCC under the contract, including the collection or preparation of data such as test results, measurement results or routine analyses.
- d. NMR services: "NMR services" refers to all services and activities in connection with nuclear magnetic resonance spectroscopy (NMR). This includes in particular the performance of measurements and data analyses, as well as the report of the results within the framework of NMR technology.
- e. Data: "Data" includes all information that is collected or created during the provision of services by RGCC. This includes data such as documents, files or reports.
- f. Results: "Results" means all analytical results obtained by RGCC from the sample(s) in fulfillment of the analytical services.
- g. Samples: "Sample(s)" means the product, compound, liquid, material or other substance provided by the Client to be the subject of the analytical services.
- h. Intellectual property: "Intellectual property" includes all intangible rights to the data and results, including copyrights and related rights.
- i. Research results: "Research results" means all findings, results and innovative developments that arise in the course of the provision of services by RGCC but are not part of the data defined in the contract. These results may include techniques, processes, methods and specific solutions developed by RGCC.
- j. Right of use: "Right of use" refers to the right to use intellectual property, such as copyrights, patents or trademarks. This includes the right to reproduce, make publicly accessible, distribute and market works (Art. 10 (1) of the Swiss Copyright Act (URG); Art. 34 (1) of the PatG).

- k. Utilization: "Utilization" 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).
- l. License: "License" is the authorization to use intellectual property granted by the rights holder to a licensee (Art. 34 (1) of the PatG).

3. Analysis conditions and prices for NMR services (600 MHz)

3.1. General information

Unless otherwise agreed with the Client, RGCC shall carry out the measurement of the sample provided in accordance with the analysis conditions below within ten (10) working days. If the measurement takes longer than ten (10) working days, RGCC is excluded from any liability, in particular for any adverse consequences arising for the Client.

The sample sizes must contain at least 5 mg of sample material so that RGCC can carry out the agreed-upon analysis. The sample preparation is carried out by RGCC. To ensure that the sample can be measured, the Client shall also provide detailed information for each sample on the suitable solvent, molecular weight, presumed structure and sample weight. If the required information, including the necessary sample material, is not made available to RGCC by the Client, RGCC shall not be liable for the absence of results. Liability for incorrect results is also excluded. RGCC shall nevertheless be entitled to the remuneration agreed in the quotation.

Generally speaking, RGCC sends the analysis results to the Client as raw data in electronic form.

3.2. Additional services

Additional services must be requested by the Client by email or through the contact form on the NMR page on the RGCC website.

Additional costs may be incurred for extra services, such as if the Client requests a structured PDF, if samples sent in are to be returned including the necessary sample processing and delivery costs, or if alternative solvents are used that differ from the variants specified in the contact form.

Additional costs are generally charged at an hourly rate of CHF 120.00, whereby the actual working hours are recorded in 15-minute increments, should extra services be required.

If requested by the Client, the samples will be returned to the Client at the Client's expense. Unless otherwise agreed, the costs amount to CHF 240.00. Delivery costs will also be charged. In Switzerland and Liechtenstein these are CHF 4.90. Within the European Union these are CHF 14.90.

The evaluated data from the analysis shall be stored by RGCC for up to five (5) years. During this period, RGCC can regenerate previously-issued reports to the client for an additional cost of CHF 25.00 per request. If further expenses are incurred, the hourly rates of CHF 120.00 apply.

4. Terms of payment

Once the order has been completed, RGCC prepares an invoice and sends it to the client as a PDF by email (electronically).

The payment period for the issued invoice is 30 days from the invoice date. The invoice amount must be transferred to the specified account without deduction within this period. If payment is made within this period, the order as a whole shall be deemed completed.

If payment is not received within 30 days of invoicing, a payment reminder is automatically sent with an extended payment deadline of 14 days. If payment is still not received after this period, a second and final payment reminder will be sent with a further extended payment deadline of 14 days. In the

event of late payment, RGCC reserves the right to charge default interest of 5% per annum in accordance with the statutory provisions, in addition to reminder fees of CHF 10.00 per reminder.

If the invoice amount has not been received by RGCC on time after the expiry of the second grace period, RGCC reserves the right to take further legal action.

A new order will only be confirmed and executed after all outstanding invoices from previous orders have been settled.

5. Intellectual property

- a. The data collected or generated during the services provided by RGCC (such as structure, linkage patterns, integrals, and concentrations) belong to the client. This includes both the physical data (e.g. documents, files or reports) and the associated intellectual property rights (e.g. copyrights or rights to the results).
- b. RGCC agrees not to use or publish the data obtained within the scope of the contractual relationship without the prior written consent of the Client.
- c. The sole purpose of the contract for analysis orders is to regulate the provision of services by RGCC and its affiliated companies and does not grant any licenses or other rights of use to the research results of RGCC, even if these have arisen in the course of the provision of services. The only exception to this is the data defined under No. 5a. Any rights of use or exploitation of the research results of RGCC require a separate contractual agreement.
- d. It is agreed that the Client is granted neither a right of use nor a license of any kind to the intellectual property of RGCC that was acquired before, after and/or outside the contract in the form of the analytical order.

6. Data protection

The processing of personal data is defined in our data protection policy.

With the prior written consent of the Client, RGCC is entitled to use the data obtained in the course of this collaboration and other data (e.g. company name, logo, etc.) for marketing purposes as testimonials on its own communication channels.

7. Warranty

RGCC makes no warranties, expressed or implied, including but not limited to the novelty, patentability, accuracy, non-infringement, merchantability and fitness for a particular purpose of the services and the data resulting from the services.

8. Disclaimer

The liability of RGCC for any damages, regardless of their legal basis, is excluded to the extent permitted by law. This applies in particular to direct, indirect and consequential damages arising from the use of the services, products, content or information provided by RGCC.

RGCC is not liable for damages caused by slight or moderate negligence. The exclusion of liability does not apply to damages caused intentionally or by gross negligence, for which no limitation of liability is permitted under Swiss law. Liability for damages resulting from injury to life, limb or health also remains unaffected.

RGCC shall not be liable for damages caused by technical faults, system failures, data loss, transmission errors or unauthorized access by third parties, unless these were caused by gross negligence or intent on the part of RGCC.

9. Conflict of law rule GTC

Should individual provisions of these GTC conflict with individual agreements made between the Parties, the latter shall prevail. Deviating provisions in these GTC shall only remain effective to the extent that they do not contradict the individually agreed-upon provisions unless this is contrary to mandatory statutory provisions.

Individual agreements, such as those set out in quotations or in separate non-disclosure agreements (NDAs), shall take precedence over the general contractual provisions in the event of discrepancies - provided they have been expressly agreed in writing. These individual provisions are an integral part of the contract.

10. Place of jurisdiction and applicable law

The contracts concluded between the Client and XY 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.