IBEX SERVICES SA · SMEMARKET.CH

Intermediation Agreement

Direct Buyer Mandate — Buyer acting in its own name and for its own account

Direct Buyer · SMEMARKET.CH Platform · Swiss SME Acquisitions
Governed by Swiss Law · Art. 412 et seq. CO · Jurisdiction: Chiasso (Mendrisio-Sud), Canton Ticino — exclusive
IBEX SERVICES SA · www.smemarket.ch · info@smemarket.ch · Version 3 · July 2026 · Template

§ PARTIES TO THIS AGREEMENT

1. Parties

This Intermediation Agreement (the "Agreement") is entered into by and between:

Party	IBEX SERVICES SA — operating SMEMARKET.CH
Role	Platform Operator — introducer (Mäkler, Art. 412 et seq. CO)
Registered Office	Via Serafino Balestra 6, 6830 Chiasso, Switzerland
Company No. (UID)	CHE-114.803.997
VAT No.	CHE-114.803.997 IVA
Website / Email	www.smemarket.ch · info@smemarket.ch

and

Party	[BUYER FULL LEGAL NAME / FULL NAME]
Role	Direct Buyer — acquiring in its own name and for its own account
Address	[REGISTERED OFFICE / DOMICILE]
Legal Form	[Company (legal entity) / Natural person]
Company No. (UID)	[CHE-... — if a legal entity]
Represented by	[NAME, TITLE — if a legal entity]
Beneficial Owner(s)	[NAME(S) — if a legal entity]
Target Listing	[SMEMARKET REFERENCE CODE]
Email / Phone	[EMAIL] · [PHONE]

Each of the above is referred to as a "Party" and collectively as the "Parties".

§ DEFINITIONS

2. Definitions

Capitalised terms not defined in this Agreement have the meaning given to them in the Platform's General Terms and Conditions (Version 3, July 2026 — the "GTC"), Article 1 of which is incorporated by reference. In addition:

2.1. "Direct Buyer" means the Client identified in Article 1, acting in its own name and for its own account — and not as fiduciary, trustee, mandatary, nominee or agent for any third party — in relation to the contemplated acquisition of a Target Company.

2.2. "Introduction" has the meaning given in GTC Art. 1.10. The Operator's written records of Introduction communications constitute evidence of the date and content of each Introduction.

2.3. "NDA" means the Non-Disclosure Agreement — Direct Buyer (Version 3, July 2026, as amended) executed by the Direct Buyer, including each Introduction Notice (Schedule A) countersigned thereunder.

2.4. "Representatives" has the meaning given in the NDA: the directors, officers, employees, professional advisors (legal, financial and tax counsel) and financing parties of the Direct Buyer who have a strict need to know Confidential Information for the evaluation of the contemplated acquisition and who are bound by obligations of confidentiality no less restrictive than the NDA.

2.5. "Total Transaction Value" ("TTV") has the meaning given in Article 8.3.

2.6. "Tail Period" means the period of twenty-four (24) months defined in GTC Art. 1.18.

2.7. "Business Day" means any day other than a Saturday, Sunday or public holiday in Canton Ticino, Switzerland.

§ THE PLATFORM

3. The Platform and Services

3.1. SMEMARKET.CH is an online platform operated by IBEX SERVICES SA, a Swiss société anonyme with registered office in Chiasso, Canton Ticino. The Platform connects prospective buyers and sellers of Swiss SME companies. **The Operator does not become a party to any Transaction and does not provide financial, legal, tax, valuation, investment or audit advice.**

3.2. The Direct Buyer has registered on the Platform and by executing this Agreement formally engages the Operator as broker (Mäkler) under Art. 412 et seq. CO to facilitate the acquisition of a Target Company.

3.3. Double brokerage (Art. 415 CO). The Operator acts for both sides of a Transaction (double brokerage), exclusively in its capacity as introducer: it identifies and introduces counterparties and provides the negotiation framework**, but does not negotiate on behalf of, advise, or represent either side, and remains neutral between them.** This dual mandate is expressly disclosed to the Direct Buyer in advance through the GTC and this Agreement, is accepted by the Direct Buyer as a structural feature of the Platform, and is remunerated by an identical Success Fee of 2.50% of TTV charged symmetrically to each side. This construction complies with the rules on brokerage contracts (Art. 412 et seq. CO), including Art. 415 CO.

3.4. Scope of verification. The Operator verifies, prior to any Introduction, the identity, legal existence and authority of Users (identity verification). Such verification does not extend to the accuracy, completeness or fairness of any commercial, financial or operational information provided by the seller side. Revenue, EBITDA, valuations and projections are the seller side's representations; due diligence is and remains the responsibility of the Direct Buyer and its advisors.

§ AUTHORITY & COMPLIANCE

4. Capacity, Authority and Compliance of the Direct Buyer

4.1. The Direct Buyer represents and warrants, on execution and on a continuing basis, that it:

(a) acts in its own name and for its own account. It does not act as fiduciary, trustee, mandatary, nominee or agent for any third party, and no undisclosed person holds or will hold the economic benefit of the contemplated acquisition. If the Direct Buyer intends to act for a third party, it shall so notify the Operator before any Introduction; such access is governed exclusively by the Platform's Fiduciary Buyer framework and requires a separate agreement;

(b) if a legal entity, is duly incorporated and validly existing, and the signatory has full power and authority to execute this Agreement and the NDA; if a natural person, is of full age and has full legal capacity;

(c) has disclosed to the Operator its full identity and, where it is a legal entity, the identity of its beneficial owner(s), including all information and identity documents reasonably required for the Operator's identity verification and sanctions screening, and will notify the Operator without delay of any change thereto;

(d) confirms that neither it nor any of its beneficial owners is listed on any applicable sanctions list (SECO, OFAC, EU, UN);

(e) has, or has access to, sufficient financial resources to pursue and complete the contemplated acquisition, and will provide reasonable evidence thereof on request (a bank or advisor comfort statement being sufficient at the pre-Introduction stage);

(f) requests dossier access exclusively for the bona-fide evaluation of a potential acquisition for its own account, and not for competitive-intelligence gathering, market research, benchmarking or valuation-shopping (GTC Art. 8.1(g));

(g) if registered on the Platform in any other capacity, has obtained the Operator's prior written consent to hold multiple User categories and maintains separate accounts for each role (GTC Art. 5.2); information obtained in one role shall not be used in any other role.

4.2. Attribution. The Success Fee is owed by the Direct Buyer whether the acquisition is completed by the Direct Buyer itself or by any affiliate, vehicle, nominee or other person acting directly or indirectly for it or for its beneficial owner(s). Completion through such a person does not affect the Direct Buyer's liability for the Success Fee.

4.3. The Direct Buyer shall indemnify the Operator against any claim, loss or cost arising from breach of this Article 4, including sanctions non-compliance or incorrect identification of the Direct Buyer or its beneficial owner(s).

§ DOSSIER ACCESS

5. Acquisition Mandate and Dossier Access

5.1. Condition precedent. No information identifying a Target Company shall be disclosed to the Direct Buyer before: (a) completion of the Operator's identity verification of the Direct Buyer and, where applicable, of its beneficial owner(s); (b) execution of the NDA; and (c) countersignature of the Introduction Notice (Schedule A to the NDA) for the specific Target Company. Each countersigned Introduction Notice constitutes conclusive evidence of the Introduction for the purposes of this Agreement.

5.2. Representatives. Before sharing any Confidential Information with a Representative, the Direct Buyer shall ensure that such Representative is aware of its confidential nature and is bound by confidentiality, non-use, non-circumvention and non-solicitation obligations no less restrictive than those of the NDA and this Agreement.

5.3. The Direct Buyer is liable for any act or omission of its Representatives in relation to Confidential Information and to the obligations of this Agreement as if such act or omission were its own.

5.4. Confidential identity. The identity of the Direct Buyer and of its beneficial owner(s) is disclosed to the Operator for verification and screening purposes and shall be treated by the Operator as Confidential Information. It shall not be disclosed to the seller side without the Direct Buyer's consent, except where disclosure is required by law or is necessary for the Introduction process or for the execution of binding transaction documentation.

5.5. The Direct Buyer shall notify the Operator immediately if: (a) it withdraws from the contemplated acquisition; or (b) any representation in Article 4 ceases to be accurate.

§ PLATFORM OPERATOR OBLIGATIONS

6. Obligations of the Operator

6.1. Use reasonable commercial efforts to facilitate the Introduction to the seller side of the Target Company identified in Article 1 and, where agreed, to further suitable Target Companies.

6.2. Maintain the confidentiality of information provided by the Direct Buyer, subject to applicable law and Article 5.4.

6.3. Notify the Direct Buyer promptly when an Introduction is made. The Operator does not warrant the accuracy of information provided by the seller side (Article 3.4).

§ DIRECT BUYER OBLIGATIONS

7. Obligations of the Direct Buyer

7.1. Deal in good faith with counterparties introduced through the Platform.

7.2. Notify the Operator in writing within five (5) Business Days of entering into any letter of intent, exclusivity arrangement or definitive agreement with any counterparty introduced through the Platform.

7.3. Not take any action to exclude or circumvent the Operator from the Transaction or to delay or avoid the Success Fee.

7.4. Not approach or contact the Target Company, its shareholders, officers, employees or advisors other than through the Platform, in accordance with the NDA.

§ COMMISSION

8. Success Fee

8.1. The Operator's remuneration is exclusively success-based. No fee is owed for Introductions not resulting in a Completed Transaction.

8.2. The buyer-side Success Fee is 2.50% (two and one-half percent) of the Total Transaction Value, owed by the Direct Buyer, whether the acquisition is completed by the Direct Buyer or by any affiliate, vehicle or nominee acting for it (Article 4.2).

8.3. "Total Transaction Value" means the aggregate consideration of the Transaction, calculated on a 100% basis irrespective of the percentage of shares or assets actually transferred, including: (i) cash at closing; (ii) deferred and contingent payments, including earn-outs at maximum contractual value; (iii) assumed indebtedness; (iv) the fair market value of non-cash consideration; and (v) management retention, non-compete or consulting payments forming part of the deal economics.

8.4. Floor Minimum. A minimum Success Fee of CHF 5,000 per side per Transaction applies. The Floor Minimum is a floor, not a flat fee: where 2.50% of TTV exceeds CHF 5,000, the full 2.50% is owed; where 2.50% of TTV would fall below CHF 5,000 (i.e. TTV below CHF 200,000), CHF 5,000 is owed in its place. The Floor Minimum applies irrespective of any restructuring of the Transaction and is not waivable except by express written agreement of the Operator.

8.5. The Success Fee is due within fifteen (15) calendar days of the earlier of: (i) signing of the definitive agreement; or (ii) the Operator's written notification of the Completed Transaction. A VAT-compliant invoice will be issued to the Direct Buyer. The Success Fee is exclusive of Swiss VAT. Late payment interest accrues automatically at 5% per annum from the due date, without prejudice to further damages.

§ ANTI-CIRCUMVENTION

9. Circumvention and Anti-Avoidance

9.1. The Direct Buyer undertakes not to circumvent the Operator to avoid the Success Fee. This covers:

- **(a)** transactions between the Direct Buyer and any counterparty introduced through the Platform;
- **(b)** transactions completed through any affiliate, nominee, holding entity, special-purpose vehicle, trust, sub-agent or other person acting directly or indirectly for the Direct Buyer or its beneficial owner(s);
- **(c)** any legal form (share deal, asset deal, merger, joint venture, restructuring) achieving economic ownership of the Target Company;
- **(d)** transactions entered into during the Tail Period of twenty-four (24) months following termination, where the Introduction was made during the term.

9.2. Circumvention triggers immediate payment of the full Success Fee plus VAT and default interest as a contractual penalty (Konventionalstrafe) within the meaning of Art. 160 et seq. CO. Payment of the penalty does not release the Direct Buyer from its other obligations under this

Agreement (Art. 160 para. 2 CO); further damages exceeding the penalty may be claimed in accordance with Art. 161 para. 2 CO, without prejudice to the remedies under the NDA.

9.3. On the Operator's written request, made during the term or the Tail Period, the Direct Buyer shall confirm in writing within five (5) Business Days whether it or any person referred to in Article 9.1(b) has entered into any transaction, letter of intent or exclusivity arrangement with a previously introduced counterparty.

§ CONFIDENTIALITY

10. Confidentiality

10.1. Confidentiality is governed by the NDA, which prevails over this Agreement and over the GTC in case of inconsistency on confidentiality matters. In all other respects, both Parties shall keep confidential all information received under this Agreement; this obligation survives termination for three (3) years. Exceptions: (a) disclosure required by law or regulator; (b) disclosure to professional advisors under equivalent obligations; (c) information already public other than by breach.

§ DURATION

11. Duration and Termination

11.1. This Agreement is effective upon signature and continues until: (a) a Completed Transaction occurs and all sums are paid; or (b) written termination by either Party, effective thirty (30) days after receipt.

11.2. Termination does not affect accrued rights, including the Success Fee, the anti-circumvention obligations during the Tail Period, and the obligations under the NDA.

11.3. The Operator may terminate immediately if: (a) any warranty in Article 4 proves inaccurate — including where the Direct Buyer is found to act for an undisclosed third party; (b) the Direct Buyer or any beneficial owner becomes subject to sanctions; or (c) any payment is overdue by more than fifteen (15) days.

§ DATA PROTECTION & AML

12. Data Protection and AML

12.1. Both Parties shall comply with the Swiss Federal Act on Data Protection (nDSG/FADP). The Operator's Privacy Policy (Version 3, July 2026) is available at www.smemarket.ch. Disclosure of personal data to a counterparty constitutes disclosure to an independent controller, not joint controllership.

12.2. Information chain (Art. 19 nDSG). The Direct Buyer warrants that the individuals whose personal data it submits to the Operator (including beneficial owners and authorized signatories) have been informed of, or have consented to, the disclosure of their data to the Operator for the purposes described in the Privacy Policy.

12.3. Sanctions screening of the Direct Buyer and its beneficial owners is a contractual condition of access to the Platform. It does not constitute AMLA-regulated activity by the Operator, whose non-custodial architecture is described in the Platform's Disclaimer.

§ LIABILITY & INDEMNIFICATION

13. Limitation of Liability and Indemnification

13.1. The Operator's liability is limited to gross negligence or wilful misconduct; liability for ordinary negligence is excluded to the extent permitted by mandatory Swiss law (Art. 100 CO). Liability for indirect and consequential loss is excluded. The Operator's aggregate liability shall not exceed the Success Fee actually received in connection with the specific Transaction giving rise to the claim. Nothing in this Article excludes liability that cannot be excluded under mandatory Swiss law.

13.2. The Direct Buyer shall indemnify the Operator, its directors, officers and employees on a full indemnity basis against all claims, losses, costs and expenses arising from: (a) breach of this Agreement or the NDA by the Direct Buyer or its Representatives; (b) inaccuracy in representations; (c) sanctions non-compliance; (d) any third-party claim arising from the conduct of the Direct Buyer or its Representatives on or in relation to the Platform.

§ GENERAL PROVISIONS

14. General Provisions

14.1. Entire Agreement. This Agreement, together with the GTC, the NDA and each Introduction Notice, constitutes the entire agreement and supersedes all prior negotiations, representations and understandings, oral or written.

14.2. Amendments. Any amendment must be in writing signed by authorized representatives of both Parties.

14.3. Assignment. The Operator may assign its rights freely. The Direct Buyer may not assign without the Operator's prior written consent.

14.4. Exclusion of Set-Off. The Direct Buyer may not set off, withhold or deduct any amount owed to the Operator against any alleged counterclaim; the Direct Buyer waives its right of set-off (Art. 120 et seq. CO) pursuant to Art. 126 CO.

14.5. Severability; No Waiver. If any provision is held invalid, the remaining provisions continue in full force. Failure to enforce any provision does not constitute a waiver.

14.6. Notices. All notices shall be in writing by registered mail or email with read receipt to the addresses in Article 1.

14.7. Governing Law. Swiss law exclusively governs. The CISG is excluded.

14.8. Jurisdiction. The exclusive place of jurisdiction for any dispute arising out of or in connection with this Agreement is the seat of the Operator in Chiasso, Canton Ticino, Switzerland (currently within the jurisdiction of the Pretura del Distretto di Mendrisio-Sud), subject only to any mandatory forum prescribed by applicable law. The Operator may seek interim relief before any competent court.

14.9. Language; Counterparts. This Agreement is executed in English; the English version prevails over any translation. It may be signed in counterparts. Electronic signatures are valid under Swiss law.

§ EXECUTION

15. Signatures

This Agreement is executed in two (2) originals, one for each Party. Electronic signatures are valid under applicable Swiss law.

For and on behalf of	For and on behalf of
IBEX SERVICES SA (SMEMARKET.CH)	**Direct Buyer**
Signature	Signature
Name and Title	Name and Title
Place and Date	Place and Date