IBEX SERVICES SA · SMEMARKET.CH

Intermediation Agreement

Direct Seller Mandate — Company Owner selling in its own name and for its own account

Direct Seller · SMEMARKET.CH Platform · Swiss SME Disposals
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	[SELLER FULL LEGAL NAME / FULL NAME]
Role	Direct Seller — Company Owner selling in its own name and for its own account
Address	[REGISTERED OFFICE / DOMICILE]
Legal Form	[Company (legal entity) / Natural person]
ID / UID	[CHE-... / ID NUMBER]
Represented by	[NAME, TITLE — if a legal entity]
Target Company	[NAME OF COMPANY TO BE SOLD]
Company UID	[CHE-...]
Shareholding	[% of shares held or represented by the Seller]
Listing Reference	[SMEMARKET REFERENCE CODE — assigned by the Operator]
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 Seller" means the Client identified in Article 1, selling — or procuring the sale of — the Target Company in its own name and for its own account, and not as fiduciary, trustee, mandatary, nominee or agent for any undisclosed third party.

2.2. "Target Company" means the Swiss SME identified in Article 1 whose shares or assets the Direct Seller intends to divest.

2.3. "Introduction" has the meaning given in GTC Art. 1.10. A counterparty is deemed introduced by the Operator unless the Direct Seller demonstrates by clear contemporaneous written evidence that it was already in direct contact with that counterparty regarding a disposal of the Target Company before the date of Introduction. The Operator's written records of Introduction communications constitute evidence of the date and content of each Introduction.

2.4. "Dossier" means the anonymised listing and the underlying information package concerning the Target Company (including the information memorandum, financial summaries and operational overviews) prepared on the basis of information provided by the Direct Seller.

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 Seller 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 sale of the 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 Seller in advance through the GTC and this Agreement, is accepted by the Direct Seller 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 publication of a listing and prior to any Introduction, the identity, legal existence and authority of Users (identity verification), including verification of the Target Company against the Swiss commercial register (Zefix). Such verification does not extend to the accuracy, completeness or fairness of the commercial, financial or operational information provided by the Direct Seller, which remains the Direct Seller's sole responsibility under Article 4.

§ SELLER WARRANTIES

4. Representations and Warranties of the Direct Seller

4.1. The Direct Seller 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 undisclosed third party. If the seller side is represented by a fiduciary or other professional intermediary, such access is governed exclusively by the Platform's seller-side Fiduciary framework and requires a separate agreement;

(b) has full legal capacity and authority to enter into this Agreement and to sell, or procure the sale of, the Target Company; if a legal entity, it is duly incorporated and validly existing and the signatory has full power and authority;

(c) is the legal and beneficial owner of the shares or assets of the Target Company being offered, or is duly authorised in writing by all relevant shareholders, and has disclosed to the Operator the identity of its beneficial owner(s) together with all information and identity documents reasonably required for identity verification and sanctions screening;

(d) confirms that the shares or assets are free from pledges, liens, encumbrances, pre-emption rights or restrictions on transfer, or that all necessary waivers and consents will be obtained before closing and any existing restriction has been disclosed to the Operator in writing;

(e) has not mandated any other broker or intermediary for the sale of the Target Company, and has not listed the Target Company on any competing platform, unless disclosed to the Operator in writing;

(f) accuracy of the Dossier. All information provided about the Target Company — including revenue, EBITDA, valuations and projections — is accurate, complete and not misleading to the best of the Direct Seller's knowledge after due inquiry. The Direct Seller acknowledges that such information is presented to buyers as the seller side's own representations and that buyers, the Operator and their advisors rely on it;

(g) confirms that neither it, nor the Target Company, nor any of their beneficial owners is listed on any applicable sanctions list (SECO, OFAC, EU, UN);

(h) is not, and the Target Company is not, subject to any bankruptcy, insolvency, moratorium or composition proceedings, and no such proceedings are threatened;

(i) confirms that the sale does not require any regulatory approval that cannot reasonably be obtained, and that any required approval has been disclosed to the Operator;

(j) 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. The Direct Seller shall notify the Operator immediately if any representation in this Article 4 ceases to be accurate, or upon any material change affecting the Target Company, the Dossier or the Direct Seller's intention or ability to sell.

4.3. The Direct Seller shall indemnify the Operator against any claim, loss or cost arising from breach of this Article 4, including claims by buyers or their advisors based on inaccurate or incomplete Dossier information.

§ LISTING & ANONYMITY

5. Listing, Anonymity and Controlled Disclosure

5.1. Anonymised listing. The Direct Seller authorises the Operator to prepare and publish the listing of the Target Company in anonymised form (sector, canton or region, revenue range and other non-identifying parameters). No information identifying the Target Company shall be published on the openly accessible part of the Platform.

5.2. NDA-gated disclosure. Information identifying the Target Company, and the Dossier, shall be disclosed to a prospective buyer only after: (a) completion of the Operator's identity verification of that buyer (and, where applicable, of its beneficial owners or underlying client); (b) execution by that buyer of the Platform's Non-Disclosure Agreement; and (c) countersignature of the Introduction Notice for the Target Company. The buyer-side NDA imposes confidentiality, non-use, non-circumvention and non-solicitation obligations, expressed to protect the Disclosing Party, the Target Company and its beneficial owners, and provides for liquidated damages of CHF 50,000 per breach.

5.3. Enforcement cooperation. The Operator shall notify the Direct Seller without undue delay of any breach of a buyer-side NDA affecting the Target Company of which it becomes aware, and shall, at the Direct Seller's request and reasonable cost, enforce its rights under the relevant NDA or assign to the Direct Seller such claims as are assignable, so that the protection of the Target Company can be pursued effectively.

5.4. Confidential identity. The identity of the Direct Seller and of the Target Company is treated by the Operator as Confidential Information and is disclosed to the buyer side only through the process in Article 5.2, or where disclosure is required by law or is necessary for the execution of binding transaction documentation.

5.5. Dossier maintenance. The Direct Seller shall provide accurate financial and operational information as reasonably requested to prepare the listing and to respond to buyer queries, and shall keep the Dossier current throughout the term. The Operator may suspend the listing while material information is outdated, incomplete or under review.

5.6. During the term, the Direct Seller shall not list the Target Company on any competing platform or engage any other broker for its sale without first notifying the Operator in writing. This Agreement is otherwise non-exclusive: the Direct Seller remains free to sell to counterparties not introduced through the Platform, subject to Articles 2.3 and 9.

§ PLATFORM OPERATOR OBLIGATIONS

6. Obligations of the Operator

6.1. Use reasonable commercial efforts to identify and introduce suitable, verified prospective buyers for the Target Company through the Platform.

6.2. Maintain the confidentiality of the Dossier and of the Direct Seller's identity in accordance with Article 5, subject to applicable law.

6.3. Notify the Direct Seller promptly when a buyer Introduction is made. The Operator does not warrant that any Introduction will lead to a Transaction, nor the financial capacity or conduct of any introduced buyer beyond the verification described in Article 3.4.

§ DIRECT SELLER OBLIGATIONS

7. Obligations of the Direct Seller

7.1. Deal in good faith with buyers 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. Conduct all contact with introduced buyers through the Platform until the Parties to the Transaction have been formally introduced, and keep the Operator informed of the progress of negotiations to the extent relevant to the Success Fee.

§ COMMISSION

8. Success Fee

8.1. The Operator's remuneration is exclusively success-based. No fee is owed for listings or Introductions not resulting in a Completed Transaction; no listing, publication or registration fee of any kind is charged to the Direct Seller.

8.2. The seller-side Success Fee is 2.50% (two and one-half percent) of the Total Transaction Value, owed by the Direct Seller, whether the sale is completed by the Direct Seller itself or by any affiliate, vehicle, nominee or other person acting directly or indirectly for it or for its beneficial owner(s).

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 Seller. 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 Seller undertakes not to circumvent the Operator to avoid the Success Fee. This covers:

(a) transactions between the Direct Seller and any counterparty introduced through the Platform;

(b) transactions completed through any affiliate, related party, nominee, holding entity, special-purpose vehicle, trust or other person acting directly or indirectly for the Direct Seller or its beneficial owner(s);

(c) any legal form (share deal, asset deal, merger, joint venture, restructuring) achieving the economic transfer 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 Seller 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 further remedies.

9.3. On the Operator's written request, made during the term or the Tail Period, the Direct Seller 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. 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. Disclosure of the Dossier to verified buyers through the process in Article 5.2 is authorised and does not constitute a breach.

10.2. Retroactive effect. This Article 10 applies retroactively to all information disclosed by either Party in contemplation of this Agreement, from the date of first contact between the Parties, and supersedes the Pre-Listing Confidentiality Undertaking, if one was executed, without prejudice to rights already accrued thereunder.

§ 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. Upon termination the listing is withdrawn from the Platform.

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

11.3. The Operator may terminate immediately, and withdraw or suspend the listing, if: (a) any warranty in Article 4 proves inaccurate — including where the Dossier is found to contain materially inaccurate or misleading information or the Direct Seller is found to act for an undisclosed third party; (b) the Direct Seller, the Target Company or any beneficial owner becomes subject to sanctions or to insolvency proceedings; 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 Dossier will contain personal data of individuals connected with the Target Company (officers, shareholders, employees, key contractors). The Direct Seller warrants that such individuals, and the individuals whose personal data it submits for its own verification (authorised signatories and beneficial owners), have been informed of, or have consented to, the disclosure of their data to the Operator and — through the process in Article 5.2 — to verified prospective buyers, for the purposes described in the Privacy Policy.

12.3. Sanctions screening of the Direct Seller, the Target Company and their 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 Seller 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 by the Direct Seller; (b) inaccuracy in representations, including inaccurate or misleading Dossier information; (c) sanctions non-compliance; (d) claims by shareholders of the Target Company relating to the Direct Seller's authority to sell; (e) any third-party claim arising from the conduct of the Direct Seller on or in relation to the Platform.

§ GENERAL PROVISIONS

14. General Provisions

14.1. Entire Agreement. This Agreement, together with the GTC, 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 authorised representatives of both Parties.

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

14.4. Exclusion of Set-Off. The Direct Seller may not set off, withhold or deduct any amount owed to the Operator against any alleged counterclaim; the Direct Seller 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)

Signature

Name and Title

Place and Date

Direct Seller (Company Owner)

Signature

Name and Title

Place and Date