IBEX SERVICES SA · SMEMARKET.CH

Intermediation Agreement

Fiduciary Buyer Mandate — Indirect Buyer

Fiduciary / Trustee acting for an Underlying Buyer Client · 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	[FIDUCIARY FULL LEGAL NAME]
Role	Fiduciary Buyer — Fiduciary / Trustee acting for the Underlying Buyer Client (Client)
Address	[REGISTERED OFFICE / ADDRESS]
Legal Form	[Fiduciary Company / Law Firm / Other]
Represented by	[NAME, TITLE]
Licence No.	[FIDUCIARY REGISTRATION / LICENCE NO.]
Underlying Buyer Client	[FULL NAME / ENTITY — identified to the Operator; confidentiality toward the Seller per Art. 5.4]
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. "Fiduciary Buyer" means the Client acting as fiduciary, trustee, mandatary or professional advisor on behalf of the Underlying Buyer Client in relation to the contemplated acquisition of a Target Company.

2.2. "Underlying Buyer Client" means the person or entity identified in Article 1 on whose behalf and for whose economic benefit the Fiduciary Buyer acts, including any beneficial owner thereof.

2.3. "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.

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

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 Fiduciary Buyer, acting on behalf of the Underlying Buyer Client, 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 Fiduciary Buyer in advance through the GTC and this Agreement, is accepted by the Fiduciary 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 a Direct Seller, Fiduciary or Underlying Client. Revenue, EBITDA, valuations and projections are the seller side's representations; due diligence is and remains the responsibility of the Fiduciary Buyer, the Underlying Buyer Client and their advisors.

AUTHORITY & COMPLIANCE

4. Capacity, Authority and Compliance of the Fiduciary Buyer

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

(a) holds a valid professional licence or authorisation to act as fiduciary, trustee or mandatary under Swiss law, where such licence is required for its activity, including under the Ticino Fiduciary Act where applicable;

(b) has received written authorisation from the Underlying Buyer Client to: (i) pursue the acquisition of the Target Company through the Platform; (ii) execute this Agreement and the NDA; and (iii) receive Confidential Information on the Underlying Buyer Client's behalf;

(c) will provide a copy of the power of attorney / mandate from the Underlying Buyer Client within five (5) Business Days of execution of this Agreement, or earlier on request, and in any event before any Introduction Notice is countersigned;

(d) has disclosed to the Operator the full identity of the Underlying Buyer Client and of its beneficial owner(s), including all information reasonably required for the Operator's identity verification and sanctions screening;

(e) has conducted all KYC and AML checks on the Underlying Buyer Client required of it by applicable law, and will notify the Operator without delay of any change in the Underlying Buyer Client's AML or sanctions status;

(f) confirms that neither it nor the Underlying Buyer Client nor any beneficial owner thereof is listed on any applicable sanctions list (SECO, OFAC, EU, UN);

(g) confirms that the Underlying Buyer Client has, or has access to, sufficient financial resources to pursue and complete the contemplated acquisition;

(h) requests dossier access exclusively for the bona-fide evaluation of a potential acquisition by the Underlying Buyer Client, and not for competitive-intelligence gathering, market research, benchmarking or valuation-shopping (GTC Art. 8.1(g)).

4.2. Primary liability. The Fiduciary Buyer is primarily liable for all financial obligations under this Agreement, including the Success Fee. The Operator may proceed against the Fiduciary Buyer directly without first pursuing the Underlying Buyer Client. The Fiduciary Buyer may pass any amount on to the Underlying Buyer Client; this does not release the Fiduciary Buyer from primary liability.

4.3. If the Fiduciary Buyer is registered on the Platform in any other capacity (including as seller-side Fiduciary), it confirms that it 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.

4.4. The Fiduciary Buyer shall indemnify the Operator against any claim, loss or cost arising from breach of this Article 4, including AML non-compliance or incorrect identification of the Underlying Buyer Client.

§ DOSSIER ACCESS

5. Acquisition Mandate, Dossier Access and Extension to the Underlying Buyer Client

5.1. Condition precedent. No information identifying a Target Company shall be disclosed to the Fiduciary Buyer before: (a) completion of the Operator's identity verification of the Fiduciary Buyer and of the Underlying Buyer Client; (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. Extension of confidentiality to the Underlying Buyer Client. Before forwarding any Confidential Information to the Underlying Buyer Client, the Fiduciary Buyer shall bind the Underlying Buyer Client in writing to confidentiality, non-use, non-circumvention and non-solicitation obligations no less restrictive than those of the NDA and this Agreement (a "Back-to-Back Undertaking"), and shall provide a copy or written confirmation of such undertaking to the Operator on request. The form set out in Annex 1 may be used.

5.3. The Fiduciary Buyer is liable for any act or omission of the Underlying Buyer Client and 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 Underlying Buyer Client 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 Fiduciary Buyer's consent, except where disclosure is required by law or is necessary for the execution of binding transaction documentation.

5.5. The Fiduciary Buyer shall notify the Operator immediately if: (a) its mandate from the Underlying Buyer Client is modified, suspended or terminated; (b) the Underlying Buyer Client withdraws from the contemplated acquisition; or (c) 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 Fiduciary Buyer and the Underlying Buyer Client, subject to applicable law and Article 5.4.

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

§ FIDUCIARY BUYER OBLIGATIONS

7. Obligations of the Fiduciary Buyer

7.1. Deal in good faith, and procure that the Underlying Buyer Client deals in good faith, with counterparties introduced through the Platform.

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

7.3. Not take, and procure that the Underlying Buyer Client does 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 Fiduciary Buyer as primary obligor pursuant to Article 4.2, whether the acquisition is completed by the Underlying Buyer Client, by the Fiduciary Buyer, or by any vehicle or nominee acting for either of them.

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 Fiduciary 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.

8.6. Referral Commission. In recognition of the Fiduciary Buyer's role in bringing the Underlying Buyer Client to the Platform, the Operator will pay the Fiduciary Buyer a Referral Commission equal to 1.25% of the Total Transaction Value — representing 50% of the Operator's buyer-side Success Fee. The Referral Commission remunerates origination only; it is not consideration for any negotiation activity or for influencing the terms of the Transaction. Where the Floor Minimum applies, the Referral Commission equals 50% of the Success Fee actually received.

8.7. The Referral Commission becomes payable within thirty (30) calendar days after the Operator has received and cleared the full buyer-side Success Fee, and is strictly contingent on such full prior payment. The Fiduciary Buyer shall issue a VAT-compliant invoice to the Operator; the Referral Commission is exclusive of Swiss VAT. If the Success Fee is refunded or reduced for any reason, the Referral Commission shall be reduced or repaid pro rata within ten (10) Business Days of written demand.

8.8. Mandatory disclosure (Art. 400 CO). The Fiduciary Buyer acknowledges that the Referral Commission constitutes a benefit received from a third party in connection with the performance of its mandate for the Underlying Buyer Client, subject to the non-waivable duty to inform and account under Art. 400 CO. The Fiduciary Buyer shall disclose in writing to the Underlying Buyer Client, before or concurrently with execution of this Agreement and in any event before any Completed Transaction: (i) the existence of the Referral Commission; (ii) its amount (1.25% of TTV); (iii) the identity of the payer (IBEX SERVICES SA / SMEMARKET.CH); and (iv) the condition that it is payable only after full receipt of the Success Fee — and shall obtain the Underlying Buyer Client's written acknowledgement and consent to the Fiduciary Buyer retaining it. Execution of Annex 1 by the Underlying Buyer Client satisfies this requirement. **The Operator may withhold the Referral Commission until written evidence of such disclosure and consent has been received; failure to comply with this Article is a material breach, and the Fiduciary Buyer shall indemnify the Operator against any claim by the Underlying Buyer Client arising from such failure.**

§ ANTI-CIRCUMVENTION

9. Circumvention and Anti-Avoidance

9.1. The Fiduciary Buyer undertakes, on its own behalf and on behalf of the Underlying Buyer Client, not to circumvent the Operator to avoid the Success Fee. This covers:

(a) transactions between the Underlying Buyer Client (or the Fiduciary 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 Fiduciary Buyer or the Underlying Buyer Client;

(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 Fiduciary 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. If the Fiduciary Buyer's mandate is revoked after an Introduction but before a Completed Transaction, the Fiduciary Buyer shall procure the Underlying Buyer Client's written acceptance of these circumvention provisions (Annex 1) before withdrawing, and shall confirm in writing within five (5) Business Days on request whether any transaction has been entered into 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. If the mandate between the Fiduciary Buyer and the Underlying Buyer Client is terminated, the Fiduciary Buyer shall notify the Operator immediately; this Agreement terminates thirty (30) days after such notification, subject to Articles 9 and 11.3.

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

11.4. The Operator may terminate immediately if: (a) any warranty in Article 4 proves inaccurate; (b) the Fiduciary Buyer's licence is suspended or revoked; (c) the Underlying Buyer Client or any beneficial owner becomes subject to sanctions; or (d) 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 Fiduciary Buyer warrants that the Underlying Buyer Client and any individuals whose personal data it submits to the Operator (including beneficial owners and authorised 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 Fiduciary Buyer, the Underlying Buyer Client 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 Fiduciary 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 Fiduciary Buyer or the Underlying Buyer Client; (b) inaccuracy in representations; (c) AML or sanctions non-compliance; (d) any claim by the Underlying Buyer Client connected to this Agreement, including under Art. 400 CO; (e) any third-party claim arising from the conduct of the Fiduciary Buyer or the Underlying Buyer Client 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 authorised representatives of both Parties.

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

14.4. Exclusion of Set-Off. The Fiduciary Buyer may not set off, withhold or deduct any amount owed to the Operator against any alleged counterclaim; this exclusion does not apply to the Referral Commission once due and undisputed. In all other respects, the Fiduciary 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)	**Fiduciary Buyer (Indirect Buyer)**
Signature	Signature
Name and Title	Name and Title
Place and Date	Place and Date

§ ANNEX 1

Annex 1 — Underlying Buyer Client Acknowledgement and Back-to-Back Undertaking

To be executed by the Underlying Buyer Client and delivered to the Operator before, or concurrently with, countersignature of the first Introduction Notice. Capitalised terms have the meaning given in the Agreement.

Underlying Buyer Client	[FULL LEGAL NAME / ENTITY]
Beneficial Owner(s)	[NAME(S)]
Fiduciary Buyer	[FIDUCIARY FULL LEGAL NAME]
Target Listing	[SMEMARKET REFERENCE CODE]
Date	[DATE]

The undersigned Underlying Buyer Client hereby acknowledges and undertakes toward IBEX SERVICES SA that it:

(a) has authorised the Fiduciary Buyer to act on its behalf in relation to the contemplated acquisition and to execute the Agreement and the NDA;

(b) is bound by, and shall comply with, confidentiality, non-use, non-solicitation and anti-circumvention obligations no less restrictive than those of the NDA and of Articles 9 and 10 of the Agreement, including for the full Tail Period;

(c) acknowledges the Operator's double-brokerage role as introducer (Art. 415 CO) and the buyer-side Success Fee of 2.50% of TTV, subject to the Floor Minimum, for which the Fiduciary Buyer is primarily liable;

(c-bis) confirms receipt of the written disclosure required by Art. 400 CO and Article 8.8 of the Agreement — namely that the Fiduciary Buyer will receive from IBEX SERVICES SA a Referral Commission of 1.25% of TTV (50% of the buyer-side Success Fee), payable only after full receipt of the Success Fee — and expressly consents to the Fiduciary Buyer retaining such Referral Commission;

(d) acknowledges that the Operator's verification is limited to identity verification and that due diligence on the Target Company remains its own responsibility;

(e) confirms that neither it nor any of its beneficial owners is subject to sanctions (SECO, OFAC, EU, UN) and consents to sanctions screening;

(f) has been informed that its personal data is processed by the Operator in accordance with the Privacy Policy (Version 3, July 2026) available at www.smemarket.ch.

For and on behalf of the Underlying Buyer Client

Signature Name and Title Place and Date