IBEX SERVICES SA · SMEMARKET.CH

Intermediation Agreement

Fiduciary Seller Mandate — Indirect Seller

Fiduciary / Trustee acting for an Underlying Seller Client · 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	[FIDUCIARY FULL LEGAL NAME]
Role	Fiduciary Seller — Fiduciary / Trustee acting for the Underlying Seller Client (Client)
Address	[REGISTERED OFFICE / ADDRESS]
Legal Form	[Fiduciary Company / Law Firm / Other]
Represented by	[NAME, TITLE]
Licence No.	[FIDUCIARY REGISTRATION / LICENCE NO.]
Underlying Seller Client	[FULL NAME / ENTITY — identified to the Operator; confidentiality toward the buyer side per Art. 5.4]
Target Company	[NAME OF COMPANY TO BE SOLD]
Company UID	[CHE-...]
Shareholding	[% of shares held or represented by the Underlying Seller Client]
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. “Fiduciary Seller” means the Client acting as fiduciary, trustee, mandatary or professional advisor on behalf of the Underlying Seller Client in relation to the contemplated sale of the Target Company.

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

2.3. “Target Company” means the Swiss SME identified in Article 1 whose shares or assets the Underlying Seller Client intends to divest.

2.4. “Introduction” has the meaning given in GTC Art. 1.10. A counterparty is deemed introduced by the Operator unless the Fiduciary Seller demonstrates by clear contemporaneous written evidence that it or the Underlying Seller Client 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.

2.5. “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 Fiduciary Seller and the Underlying Seller Client.

2.6. “Referral Commission” means the amount payable by the Operator to the Fiduciary Seller under Article 8.6.

2.7. “Total Transaction Value” (“TTV”) has the meaning given in Article 8.3.

2.8. “Tail Period” means the period of twenty-four (24) months defined in GTC Art. 1.18.

2.9. “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 Seller, acting on behalf of the Underlying Seller 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 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 Fiduciary Seller in advance through the GTC and this Agreement, is accepted by the Fiduciary 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 Fiduciary Seller or the Underlying Seller Client, which remains their responsibility under Article 4 and Annex 1.

§ AUTHORITY & COMPLIANCE

4. Capacity, Authority and Compliance of the Fiduciary Seller

4.1. The Fiduciary Seller 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 Seller Client to: (i) list the Target Company on the Platform and pursue its sale; (ii) execute this Agreement; (iii) disclose the Dossier through the process in Article 5.2; and (iv) receive the Referral Commission subject to the disclosure required by Article 8.8;

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

(d) has disclosed to the Operator the full identity of the Underlying Seller 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 Seller Client required of it by applicable law, and will notify the Operator without delay of any change in the Underlying Seller Client's AML or sanctions status;

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

(g) confirms that the Underlying Seller Client is the legal and beneficial owner of the shares or assets being offered, or is duly authorised in writing by all relevant shareholders, and 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;

(h) confirms that neither the Underlying Seller Client nor the Target Company is subject to any bankruptcy, insolvency, moratorium or composition proceedings, and that no such proceedings are threatened;

(i) if registered on the Platform in any other capacity (including as buyer-side Fiduciary), 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. Primary liability. The Fiduciary Seller is primarily liable for all financial obligations under this Agreement, including the Success Fee. The Operator may proceed against the Fiduciary Seller directly without first pursuing the Underlying Seller Client. The Fiduciary Seller may pass any amount on to the Underlying Seller Client; this does not release the Fiduciary Seller from primary liability.

4.3. The Fiduciary Seller 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 Seller Client.

§ LISTING & ANONYMITY

5. Listing, Anonymity, Controlled Disclosure and Extension to the Underlying Seller Client

5.1. Anonymised listing. The Fiduciary 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. The listing shall not be published before the Operator has received the power of attorney / mandate under Article 4.1(c) and Annex 1 executed by the Underlying Seller Client.

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 Fiduciary 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 Fiduciary Seller's request and reasonable cost, enforce its rights under the relevant NDA or assign to the Fiduciary Seller (for the benefit of the Underlying Seller Client) 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 Underlying Seller Client and of the Target Company is disclosed to the Operator for verification, screening and listing-preparation purposes and shall be treated by the Operator as Confidential Information. It 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. Extension to the Underlying Seller Client. The Fiduciary Seller shall bind the Underlying Seller Client in writing to confidentiality, non-circumvention and cooperation obligations no less restrictive than those of this Agreement, including the anti-circumvention provisions of Article 9 for the full Tail Period. Execution of Annex 1 by the Underlying Seller Client satisfies this requirement; Annex 1 shall be delivered to the Operator before the listing is published.

5.6. The Fiduciary Seller is liable for any act or omission of the Underlying Seller Client and of its Representatives in relation to the obligations of this Agreement as if such act or omission were its own.

5.7. Dossier maintenance. The Fiduciary Seller shall provide accurate financial and operational information about the Target Company as reasonably requested to prepare the listing and to respond to buyer queries, shall keep the Dossier current throughout the term, and confirms that all such information is accurate, complete and not misleading to the best of its knowledge after professional due inquiry. The Fiduciary Seller acknowledges that such information is presented to buyers as the seller side's own representations. The Operator may suspend the listing while material information is outdated, incomplete or under review.

5.8. The Fiduciary Seller shall notify the Operator immediately if: (a) its mandate from the Underlying Seller Client is modified, suspended or terminated; (b) the Underlying Seller Client withdraws from the contemplated sale; (c) any material change affects the Target Company; or (d) any representation in Article 4 ceases to be accurate.

5.9. During the term, the Fiduciary 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 seller side remains free to sell to counterparties not introduced through the Platform, subject to Articles 2.4 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 identity of the Underlying Seller Client in accordance with Article 5, subject to applicable law.

6.3. Notify the Fiduciary 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.

§ FIDUCIARY SELLER OBLIGATIONS

7. Obligations of the Fiduciary Seller

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

7.2. Notify the Operator in writing within five (5) Business Days of the Fiduciary Seller or the Underlying Seller 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 Seller 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. 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 and Referral Commission

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 seller side.

8.2. The seller-side Success Fee is 2.50% (two and one-half percent) of the Total Transaction Value, owed by the Fiduciary Seller as primary obligor pursuant to Article 4.2, whether the sale is completed by the Underlying Seller Client, by the Fiduciary Seller, or by any affiliate, 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 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.

8.6. Referral Commission. In recognition of the Fiduciary Seller's role in bringing the Underlying Seller Client and the Target Company to the Platform, the Operator will pay the Fiduciary Seller a Referral Commission equal to 1.25% of the Total Transaction Value — representing 50% of the Operator's seller-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 seller-side Success Fee, and is strictly contingent on such full prior payment. The Fiduciary Seller 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 Seller acknowledges that the Referral Commission constitutes a benefit received from a third party in connection with the performance of its mandate for the Underlying Seller Client, subject to the non-waivable duty to inform and account under Art. 400 CO. The Fiduciary Seller shall disclose in writing to the Underlying Seller 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 Seller Client's written acknowledgement and consent to the Fiduciary Seller retaining it. Execution of Annex 1 by the Underlying Seller 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 Seller shall indemnify the Operator against any claim by the Underlying Seller Client arising from such failure.

§ ANTI-CIRCUMVENTION

9. Circumvention and Anti-Avoidance

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

- **(a)** transactions between the Underlying Seller Client (or the Fiduciary Seller) and any counterparty introduced through the Platform;
- **(b)** transactions completed through any affiliate, nominee, holding entity, special-purpose vehicle, trust, sub-agent, sub-fiduciary or other person acting directly or indirectly for the Fiduciary Seller or the Underlying Seller Client;
- **(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 Fiduciary 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. If the Fiduciary Seller's mandate is revoked after an Introduction but before a Completed Transaction, the Fiduciary Seller shall procure the Underlying Seller 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. 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. The Fiduciary Seller shall ensure that the Underlying Seller Client is bound by equivalent obligations (Annex 1).

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 by or for the seller side, 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. If the mandate between the Fiduciary Seller and the Underlying Seller Client is terminated, the Fiduciary Seller 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 and the anti-circumvention obligations during the Tail Period.

11.4. 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; (b) the Fiduciary Seller's licence is suspended or revoked; (c) the Underlying Seller Client, the Target Company or any beneficial owner becomes subject to sanctions or to insolvency proceedings; 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 Dossier will contain personal data of individuals connected with the Target Company (officers, shareholders, employees, key contractors). The

Fiduciary Seller warrants that such individuals, the Underlying Seller Client, and the individuals whose personal data it submits for 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 Fiduciary Seller, the Underlying Seller Client, 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 Fiduciary 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 Fiduciary Seller or the Underlying Seller Client; (b) inaccuracy in representations, including inaccurate or misleading Dossier information; (c) AML or sanctions non-compliance; (d) any claim by the Underlying Seller Client connected to this Agreement, including under Art. 400 CO; (e) claims by shareholders of the Target Company relating to the authority to sell; (f) any third-party claim arising from the conduct of the Fiduciary Seller or the Underlying Seller Client on or in relation to the Platform.

§ GENERAL PROVISIONS

14. General Provisions

14.1. Entire Agreement. This Agreement, together with the GTC and Annex 1, 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 Seller may not assign without the Operator's prior written consent.

14.4. Exclusion of Set-Off. The Fiduciary Seller 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 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

IBEX SERVICES SA (SMEMARKET.CH)
Signature
Name and Title
Place and Date

For and on behalf of

Fiduciary Seller (Indirect Seller)
Signature
Name and Title
Place and Date

§ ANNEX 1

Annex 1 — Underlying Seller Client Acknowledgement and Consent

To be executed by the Underlying Seller Client and delivered to the Operator before the listing of the Target Company is published. Capitalised terms have the meaning given in the Agreement.

Underlying Seller Client	[FULL LEGAL NAME / ENTITY]
Beneficial Owner(s)	[NAME(S)]
Fiduciary Seller	[FIDUCIARY FULL LEGAL NAME]
Target Company	[NAME · CHE-...]
Date	[DATE]

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

(a) has authorised the Fiduciary Seller to act on its behalf in relation to the contemplated sale of the Target Company, to execute the Agreement, and to disclose the Dossier through the Platform's NDA-gated process;

(b) confirms that it is the legal and beneficial owner of the shares or assets being offered, or is duly authorised by all relevant shareholders, and that the information provided for the Dossier is accurate, complete and not misleading to the best of its knowledge;

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

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

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

(f) acknowledges that the Operator's verification is limited to identity verification and that responsibility for the accuracy of the Dossier remains with the seller side;

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

(h) 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 Seller Client

Signature · Name and Title · Place and Date