

Nose AG General Terms and Conditions

These General Terms and Conditions ("**GTC**") of Nose AG ("**Nose**") shall apply to all contracts, services and deliveries between the Client and Nose. Client means any natural person or legal entity with which Nose has business relations. Conditions and agreements at variance shall require written confirmation by Nose.

These GTC shall apply to any provision of Integrated Services (as defined below in section 1) by Nose for any one of its clients (the "**Client**") under an offer and applicable acceptance or other agreement (the "**Agreement**") (each of Nose and the Client is a "Party", and collectively they are the "Parties").

Unless the Parties agree in writing to any individual contractual terms which shall govern the provision of Integrated Services by Nose for the Client, these GTC shall apply exclusively. Individual contractual terms at variance from them which prevail over these GTC shall make reference to the relevant provision of these GTC which shall be replaced. Any GTC of the Client shall not apply.

1 Scope of Work to be Performed

The services provided by Nose to the client under this agreement comprise a broad range of consulting and design-related activities. These include, for example, strategic brand and design positioning, as well as the conception, design, modelling, visualisation and implementation support of functional customer experiences. This encompasses, among other things, services in the areas of transportation design, product design, interaction design, spatial design, design strategy, branding and graphic design. Nose adopts a holistic approach that takes into account the design and brand experience across the entire customer journey. The provision of services is based on Nose's extensive expertise in technical, commercial and operational feasibility. The specific scope of services shall be determined by the relevant offer, project description or a separate written agreement. The aforementioned services are hereinafter collectively referred to as the "Integrated Services".

2 Responsibilities

2.1

Nose

Nose shall make its expertise and know-how available to the Client and shall assign personnel with qualifications appropriate to the tasks involved. Nose may replace personnel.

Nose may subcontract the provision of the Integrated Services to third parties as sub-contractors. Nose shall be responsible for the careful selection, instruction and supervision of the subcontractor. Nose may propose or make available software products developed by or licensed by Nose, the Client or third parties. Nose shall assume no liability for the use of such Client or third-party software and other products, if such products have been supplied directly by the third parties and not as subcontractors to Nose.

Nose shall support the Client's personnel responsible for the implementation of the Integrated Services.

2.2

Client

The Client shall provide Nose, in good time and without request, with any information and documentation as well as support and the necessary equipment, including but not limited to hardware, software and the right to use and access intellectual property, that are necessary or useful for the provision of the Integrated Services.

3 Acceptance of Work and Goods Deliveries

3.1 Acceptance Procedure

The Client shall confirm the completeness of the work and goods deliveries upon delivery. The Client shall notify Nose in writing within five days of delivery of the goods of any shortage or defects. In such a case, Nose shall have the right to remedy any shortage or defect within a reasonable time. Changes that were not within the scope of the offer or the order shall be compensated separately by the Client.

4 Intellectual Property Rights

4.1 Ownership and Rights of Use in Deliverables

Ownership of the Deliverables shall pass to the Client only upon full payment. The Client acquires the Deliverables expressly agreed in the Agreement together with all rights of use necessary for them.

4.2 Protection of Know-how and Intellectual Property

All intellectual property rights, including patents, copyrights, know-how, methods, processes, as well as working and production files used in the creation of the Deliverables, shall remain the exclusive property of Nose. Nose grants the Client, at no additional charge, the right to use the Deliverables for the contractual purpose.

4.3 Client-specific Elements

Nose shall not use for other clients any client-specific elements within the Deliverables that reflect the Client's corporate profile.

5 Compensation

5.1 General

The Client recognises that the compensation payable for the provision of the Integrated Services by Nose in accordance with this section 5 is owed to Nose for an innovation process, which cannot be entirely planned ahead in detail and which, in certain circumstances, may not be easily measurable.

5.2 Service Fees

The remuneration for the Integrated Services provided by Nose ("Service Fees") shall be made either as a fixed fee or on a time and materials basis, in accordance with the applicable hourly rates, depending on the respective written agreement or a countersigned offer by the Client. The agreed rates may be adjusted annually to reflect changes in market and cost conditions. Any such adjustments shall be communicated to the Client in due time.

5.3 Expenses

The Client shall be obliged to reimburse Nose for all out-of-pocket expenses incurred in connection with the provision of the Integrated Services, including but not limited to travel expenses and accommodation.

5.4 Payment Terms

Unless otherwise agreed in writing, Nose shall invoice the Service Fees and any incurred expenses on a monthly basis, following the end of each calendar month. Unless agreed otherwise, payment shall be made by the Client within 30 days from the date of invoice, without any deductions.

5.5 Taxes

The Client shall bear all sales, use, service or other taxes, including but not limited to value added taxes (VAT), and any freight and insurance costs and customs duties on imports arising from or in connection with the performance of the Integrated Services and the work deliveries.

5.6 Premature Termination of the Project

Upon premature termination or cancellation of an agreed project in accordance with section 10, the Client shall be obliged to pay the work, expenses, project costs and service fees incurred up to the time of the termination. The Client shall inform Nose of the premature termination in writing.

6 Data Protection and Confidentiality

6.1 Data Protection

Nose undertakes to comply with all applicable data protection regulations, in particular the Swiss Federal Data Protection Act (FADP). Personal data shall be processed solely for the purpose of fulfilling the Agreement and shall only be disclosed to third parties where this is necessary for the performance of services or required by law.

6.2 Non-disclosure of Confidential Information

“Confidential Information” under the Agreement shall mean all technical and non-technical information relating to current, future and/or planned products and services of either party, including but not limited to know-how, copyrights, trade secrets, techniques, sketches, drawings, models, inventions, procedures, equipment, algorithms, computer programs as well as source code and formulas for computer programs. Confidential Information may be communicated in writing, orally or electronically.

Each party receiving Confidential Information of the other party (the “Disclosing Party”) (the “Receiving Party”) undertakes to keep such information strictly confidential and not to disclose it to unauthorised third parties without the prior written consent of the Disclosing Party. In particular, the Receiving Party undertakes to use Confidential Information only for the purposes of the Agreement and to ensure that its employees, representatives and subcontractors are bound by and apply strict confidentiality standards so as to prevent disclosure to third parties.

6.3 Limitations

The Receiving Party may disclose Confidential Information, provided such information

1. was legitimately in the Receiving Party's possession or was legitimately known to the Receiving Party prior to receipt from the Disclosing Party; or
2. is or becomes public knowledge without any action by the Receiving Party; or
3. is or becomes rightfully available to the Receiving Party from a party that is not bound by any confidentiality undertaking and which is not directly or indirectly controlled by the Disclosing Party; or
4. is developed independently by employees, consultants or contractors of the Receiving Party without use of Confidential Information; or
5. is required to be disclosed by an order of a court or governmental agency.

If the fact that Confidential Information belongs to one of the above categories is open to doubt, the Receiving Party shall contact the Disclosing Party without delay and resolve the doubt.

6.4 Duration

The confidentiality obligation contained in this section 6 shall survive termination of the Agreement for a period of three years.

7 Use of Online Tools and Artificial Intelligence

7.1 Use of Online Tools

For the efficient provision of services, Nose uses cloud-based tools (such as Microsoft Office 365, OneDrive, Figma, Miro or comparable collaboration platforms). The Client acknowledges that when using these tools, data may be processed on servers located in Switzerland and abroad, including outside Switzerland and the EU.

Nose accepts no responsibility for disruptions, data loss or security breaches that lie within the responsibility of the third-party providers of such tools.

7.2 Use of Artificial Intelligence

In providing its services, Nose uses modern technologies such as Artificial Intelligence (AI), including AI tools from third-party providers, such as ChatGPT Business by OpenAI. The use of such tools serves to increase efficiency in project execution. Nose remains in all cases responsible for the quality and accuracy of the work results.

The Client acknowledges that the use of AI tools involves the processing of data in accordance with the data protection provisions of the respective provider, which may also take place outside Switzerland and the EU. Project data will not be used for the training of AI models. No disclosure or transfer of data to third parties shall take place. All data processed by AI tools is subject to the same confidentiality and secrecy obligations as already set out in these Terms and Conditions.

At the Client's request, the use of AI tools may be excluded; this may, however, result in extended processing times or additional costs.

8 Non-solicitation

The Client shall be obliged not to solicit any employees of Nose and its associated companies involved in the provision of the Integrated Services during the provision of such services and for one year thereafter.

9 Publication and Public Relations

Following publication by the Client of the Integrated Services or the work deliveries arising from the Agreement, Nose may use them within the terms of the confidentiality agreement in section 6 above for its own customer advertising and other PR purposes. Nose shall inform the Client of such use.

10 Warranties and Limitations of Liability

Nose shall be obliged to provide the Integrated Services in the interests of the Client in a prudent and professional manner.

Nose shall be liable only for direct damage suffered by the Client caused by its gross negligence or wilful misconduct. In no event shall Nose be liable for any damage resulting from loss of data or for loss of profits or indirect or consequential damage. Nose shall not be liable for any damage resulting from or arising out of the implementation of the Integrated Services within the Client's organisation and/or caused by an implementation partner mandated by the Client.

For the purposes of this section, "Nose" shall include its directors, employees, subcontractors and suppliers and the "Client" shall include anyone acting on behalf of the Client.

11 Termination

Both Parties shall have the right to terminate the Agreement at any time upon 30 days prior written notice in the event that the other Party breaches a material obligation under the Agreement and fails to remedy that breach within a period of 30 days following receipt of written notice describing the breach in adequate detail. The right to terminate at any time under article 377 of the Swiss Code of Obligations (CO) shall be excluded.

Nose may terminate the licence granted under the Agreement at any time with immediate effect if the Client neglects or fails to perform or observe its obligations under sections 4 (Commercial protection rights), 5 (Compensation), 6 (Confidentiality) or 8 (Publication).

In the event of termination, the Client undertakes to promptly return all work results developed or delivered by Nose under the Agreement, including software products, physical prototypes and all copies, or – in the case of digital content – to delete them or cease their use, and to confirm such action to Nose in writing. Access rights to cloud-based systems shall automatically terminate upon termination of the Agreement. Both parties shall be obliged to return to each other all confidential information and documents or, where return is not possible, to irreversibly delete or disable them.

12 Applicable Law and Jurisdiction

These GTC and agreement between the Client and Nose shall be governed by the laws of Switzerland, without regard to the principles on the conflict of laws embodied in Swiss private law. Any dispute arising out of or in connection with these GTC shall be subject to the exclusive jurisdiction of the ordinary courts of Zurich 1.