



GENERAL TERMS OF BUSINESS OF LYKKE ACCELERATOR AG

These General Terms of Business apply to all services that Lykke Accelerator AG ("Lykke") has been requested to provide. In the event of any conflict between these General Terms of Business and any agreement between you and Lykke or other document that forms part of such agreement, the agreement shall prevail.

1. Lykke Responsibilities

- 1.1. **Type and Scope** – Lykke will provide its services as being Lykke's responsibilities (the "Services"). Services are performed as either Service for Assistance / SFA ('Mandate', Art. 394ff Swiss Code of Obligations) or Service for Performance / SFP ('Work Contract', Art. 363ff Swiss Code of Obligations).
- 1.2. **Timetable** – Lykke will use commercially reasonable efforts to carry out its obligations in accordance with any dates or time periods referred to or specified between Lykke and you. In case of a delay which Lykke is not solely responsible for, Lykke is relieved from its obligations regarding a project timetable.
- 1.3. **IP rights** – Lykke shall perform the services in a manner that does not constitute an infringement or misappropriation of any intellectual property rights of any third party.

2. Deliverable Materials

"Deliverable Materials" are literary works or other works of authorship (such as memorandums, programs, program listings, programming tools, documentation, reports, drawings and similar works) that Lykke may deliver to you as part of its services. Lykke will deliver to you the Deliverable Materials, if any, as being Lykke's responsibility.

- 2.1. **Acceptance** – Deliverable Materials will be accepted by you when the acceptance criteria or Deliverable Materials acceptance procedure that you and Lykke agreed upon, if any, have been met, or when you make productive use of the Deliverable Materials, whichever occurs first. Where no such criteria or procedure are specified between you and Lykke, Deliverable Materials will be deemed accepted on delivery to you.
- 2.2. **Ownership of Deliverable Materials** – Lykke will transfer to you Lykke's title in the Deliverable Materials subject to the following.
 - 2.2.1. **Client Materials** – You will own the copyright in all those Deliverable Materials identified as "Client Materials", subject to the remainder of this Clause 2.2. You grant to Lykke a non-exclusive, royalty-free, world-wide, perpetual right to use, copy, adapt, modify, sub-license and market such Client Materials.
 - 2.2.2. **Other Deliverable Materials** – Lykke or third parties will own the copyright in all Deliverable Materials which are not identified as Client Materials and in all other materials or software created as part of the services, whether by or on behalf of Lykke's solely or both parties jointly ("Other Deliverable Materials"). Subject to clause 2.2.6 below, you will have a perpetual non- exclusive, non-transferable license to use these Other Deliverable Materials (and any Pre-Existing Works to the extent that these are embedded in the Client Materials) for your own internal use and only for the purposes for which they were delivered, but you must not provide any Other Deliverable Materials (or any Pre-Existing Works, to the extent that these are embedded in the Client Materials), or copies of them, to any third party. Any Deliverable Materials that are not expressly specified as Client Materials will be considered Other Deliverable Materials.
 - 2.2.3. Each of us grants the other only the licenses and right specified. No other licenses or rights (including licenses or rights under patents) are granted.
 - 2.2.4. The rights provided to you by Lykke in the Deliverable Materials (including your ownership of copyright in Client Materials) as specified above, and the rights granted to you under Clause 2.2.3 above, are subject to payment by you of amounts due as agreed between you and Lykke.

2.2.5. Notwithstanding any other applicable provisions, Lykke will not be prevented or restricted by these terms from using any technique, idea, concepts or know-how relating to Lykke's business activities.

3. Your Responsibilities

Lykke's performance is dependent on you cooperating with Lykke and carrying out your responsibilities as agreed upon.

- 3.1. **Information & Materials** – You agree to provide all information and materials reasonably required to enable Lykke to provide the Services. You agree that all information disclosed or to be disclosed to Lykke is and will be true, accurate and not misleading in any material respect. Lykke will not be liable for any loss, damage or deficiency in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by you.
- 3.2. **Your staff** – You will ensure that your staff is available to provide such assistance as Lykke reasonably requires and that Lykke is given reasonable access to your senior management, as well as any members of your staff to enable Lykke to provide the Services.

4. Term and Termination

- 4.1. **Termination on Notice of agreement** – Unless the agreement states otherwise, any agreement entered into between you and Lykke may be terminated by either party at any time by giving the other party not less than 30 days' written notice.
- 4.2. **Termination for Breach** – Unless the agreement states otherwise, any agreement entered into between you and Lykke may be terminated by either party on written notice with immediate effect if the other commits a material breach of any term of such agreement if reasonable steps have not been taken within the 30 days towards remedying the breach upon written request.
- 4.3. **Effect of Termination** – Except if Lykke terminates the provision of the services for convenience, you will pay Lykke for all services provided up to the date of termination, and where you terminate on notice or Lykke terminates for breach, for additional costs Lykke reasonably incurs as a result of the early termination of the Services, such as costs relating to subcontracts or relocation costs. Lykke will take reasonable steps to mitigate any such additional costs. Unless agreed otherwise between you and Lykke (for example by agreeing upon a payment plan), where the Services have been provided on a fixed price fee basis, you will pay Lykke all sums proportionally due at the date of termination, plus any related payments withheld.

5. Confidentiality

- 5.1. Lykke agrees that information labelled as confidential by you and all financial, statistical, customer, marketing and personnel data relating to your business, in each case as disclosed to Lykke in connection with the services provided by Lykke, are your confidential information ("Client Confidential Information"). You agree that information labelled as confidential by Lykke and Lykke's methodologies, products, tools and proprietary software, training materials, industry templates and data, and any updates, changes and addition to the foregoing, in each case as disclosed to you in connection with the services provided by Lykke, are confidential information of Lykke ("Lykke Confidential Information").

Client Confidential Information and Lykke Confidential Information are collectively referred to as "Confidential Information". Neither party will, without the prior written consent of the other, disclose to any third party any Confidential Information which is received from the other party for the purposes of providing or receiving Services. Each party agrees that any such Confidential Information

received by it from the other may be used by its (and its respective affiliates) personnel only for the purposes of providing or receiving services between the parties.

These restrictions will not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause 5; (ii) is acquired from a third party without an obligation of confidentiality; (iii) is or has been independently developed by the recipient (or one of its affiliates) or was known to it or them prior to receipt; or (iv) is generally known or easily ascertainable by non-parties of ordinary skill in computer or process design or programming or in your business. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information. Confidential Information disclosed under this Agreement will be subject to this clause 5 for 2 years following the initial date of disclosure.

- 5.2. Notwithstanding sub-clause 5.1 above, each party will be entitled to disclose Confidential Information of the other: (i) to its respective insurers or legal advisors; and (ii) to a third party, to the extent that this is required by any court of competent jurisdiction, by a governmental or regulatory authority, or where there is a legal right, duty or requirement so to disclose, provided that in the case of sub-clause 5.2 (ii) where reasonably practicable (and without breaching any legal or regulatory requirement) not less than 2 business days' notice in writing is first given to the other party. Notwithstanding anything to the contrary, Lykke may disclose Confidential Information referred to in this clause 5 to a third party as may be necessary for the delivery of its services, subject to such third party agreeing, in writing, to be bound by similar terms and conditions, Lykke may similarly retain the engagement work papers in 'hard copy' or electronic format for Lykke's internal use.

6. Liability

- 6.1. Requests for services are deemed to have been directed to Lykke only and not to any individual person associated with Lykke. This includes any request for services to be performed by a specific person associated with Lykke.
- 6.2. You (and any others for whom Services are provided) may not recover from Lykke, its subcontractors and its employees, regardless of the legal reason, aggregate damages in excess of one times the fees actually paid for the services delivered by Lykke that directly caused the loss in connection with claims arising out of or otherwise relating to the services provided by Lykke. These limitations will not apply to losses or damages caused by our willful misconduct or gross negligence or to the extent prohibited by applicable law.
- 6.3. If Lykke involves a person not associated with Lykke in connection with its services for you, Lykke will not be liable to you for any error or omission made by that person.
- 6.4. Claims for compensation of damage will expire one year after the date on which you became aware of the damage and Lykke's liability.
- 6.5. Under no circumstances shall Lykke, its affiliates or its subcontractors be liable if they are not at fault nor for any of the following:
- (i) loss of profits, even when they arise as an immediate consequence of the event that generated the damages;
 - (ii) indirect, consequential or incidental damages and losses, even when these damages or losses could have been foreseen or Lykke had been informed of the possibility of their possible occurrence;
 - (iii) loss of, or damage to, data; and
 - (iv) lost business, revenue, goodwill, or anticipated savings.

6.6. Notwithstanding anything to the contrary in this Clause 6, the services are provided solely for your benefit and use, unless provided otherwise in the Agreement. Lykke accepts no liability or responsibility to any third party who benefits from or uses the services or gains access to the Deliverable Materials.

7. General

7.1. Lykke's services are not intended to be, nor can they be construed as, tax, legal or investment advice.

7.2. **Subcontracting** – Lykke may subcontract any part of the services to one or more subcontractors associated with Lykke. Any reference to Lykke's personnel in this Agreement includes Lykke's agents and subcontractor staff.

7.3. **Force Majeure** – Neither party will be liable to the other for any failure to fulfil obligations caused by circumstances outside its reasonable control. This clause does not apply to any of your obligations pay charges for Services provided.

7.4. **Third party claims** – These terms will not create any right or cause of action for any third party, including your affiliates. Lykke will not be liable for any third party claims against you, or your affiliates, except as permitted by the Liability clause above for bodily injury (including death) or damage to real or tangible personal property for which Lykke is legally liable.

8. Governing Law and Jurisdiction

Both you and Lykke consent to the application of the laws of Switzerland to govern, and enforce all of your and Lykke's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles and any international conventions applicable. All of our rights, duties and obligations are settled exclusively by the competent court of Zug.