General Terms and Conditions for Passbrains Products and Services

§ 1 Scope of Application

1. passbrains ag (further referred to as "Company") is a limited-liability company under Swiss law with its registered place of business at Zuercherstrasse 89, 8640 Rapperswil, Switzerland. The Company is owner and administrator of the web platform https://platform.passbrains.com (further referred to as "Platform") for crowdsourced research, ideation and testing (further referred to as "Services"). This document specifies the terms and conditions for Clients doing business with Company (further referred to as "Terms").

2. Client is a legal person which takes advantage of products & services offered by Company (further referred to as "Client").

3. Unless otherwise agreed in writing with Company, Client's agreement with Company will always include, at a minimum, the terms and conditions set out in this document and Client's General Terms and Conditions will not be applicable to the contractual relationship between Company and Client.

4. The articles of these Terms which relate to Company concern and are also binding for Company affiliates and related parties.

5. Terms related to Client concern and are also binding for Client's employees, legal representatives and any other persons authorised by Client to cooperate on its behalf with Company.

6. In the event of a transfer of ownership of Company or the acquisition of the assets of Company, the acquiring entity or the entity resulting from the merger will become a party of the Contract instead of Company. In such an event, Company will notify Client about this fact and will inform Client about right to terminate the Contract.

7. Company may subcontract the provision of services to third parties.

8. After acceptance of products and services by Client, Company shall be allowed to reference Client's name and logo for marketing purposes.

9. Company may modify these Terms at any time. The modified Terms will be available to Client no later than one week before they enter into force. Client will be notified about the new Terms through the Client dashboard on the Platform and will be able to access the Terms at any time through the Platform. Unless Client disagrees with the updated Terms in writing, Terms will be deemed as accepted by Client.

§ 2 Definitions and Description of Services

1. Company provides Managed Services (further referred as a "Services"), license based Software as a Service offerings, technology licensing offerings through Franchise or White Label Agreements (further referred as a "Licenses").

2. The provisions concerning Licenses are contained in § 9.

3. Managed Services are end-to-end services for Clients, which are delivered through the Platform and a curated crowd (further referred to as "Community"), engaging members of

Company's 'public' Community or Client's 'private' Community (e.g. Clients' employees or customers).

4. Devices, software-applications and others products of Client, which are evaluated or tested (further referred to as "Products") are subjects of the Services.

5. The Scope of Services which Company offers to Clients or enables Clients to perform on the Platform includes market research, ideation campaigns, design prototype evaluations, UX and CX studies and testing. For the purpose of such Services, Company continuously invites users of digital products, device- and software testers and other interested persons from around the world (further referred to as "Member") to join the passbrains community as independent contractors. Newly registered passbrains Members are invited for online assessments and sandbox projects to qualify for receiving invitations to participate in paid Client projects (further referred to as "Projects").

6. Company invites Members through a personal account on the Platform to perform specific tasks, which are linked to the Project, which is conducted by Company to provide agreed Services to Client.

7. Members will follow Company's and Client's instructions and recommendations while carrying out agreed tasks as part of the Project.

§ 3 Purchase Orders and Contracts

1. Client must have the power to form a contract with Company and must be not barred under Swiss law from doing so.

2. Purchase Orders (further referred to as "Order") are only accepted if they contain a legally valid signature of Client's representative(s). Orders shall always be based on and refer to Company's individual offers to Client and -in absence of a master service agreement (further referenced to as "Contract") - shall constitute the legally binding contract between Client and Company.

3. Company will retain ownership rights on all deliverables from a Client Project until receipt of full payment. After receipt of full payment, such ownership rights are automatically transferred to Client.

4. Permission to undertake resale or publication the Final Reports by Client has to be granted by Company in advance in written form.

5. All prices communicated to client do not include VAT.

6. An Order or Contract may be cancelled by any party only with cause for cases clearly expressed in the Order or Contract or in these Terms.

§ 4 Client's Account

1. To be able to access the Platform, Client is required to create an account on the Platform (further referred as a "Client's Account"). By choosing the username neither violation of rights, in particular rights of third parties to names and trademarks, nor contradiction with moral

standards is permitted. Passwords shall be strong enough and secure. Client may create only one Client's Account and keep credentials for accessing Client's Account confidential. Only Client and Company's Administrators have access to Client's Account.

2. After creation of Client's Account, Company will assign access right to Client's Projects to Client. Through Client's Account, Client will have the possibility to gain insights into Client's Projects and to interact with project participants and Company's project management team members.

3. In the event of any breach of these Terms, as determined by Company in its sole discretion, Company shall have the absolute discretion to block Client's access to the Platform immediately and without prior notification or explanation. In the event that Company determines that Client has engaged in fraud, Company may discontinue the Project and shall have the right to report the offending Client to the appropriate authorities.

§ 5 Client's Cooperation Duties

1. Client shall cooperate appropriately for the entire duration of the Project or Contract.

2. Client shall not charge any fees or costs for activities related to the cooperation duties of the Client.

3. Client shall provide Company with access to all data required for delivering the Services. Company shall have the right to make use of Products which are obtained from Client in order to provide the Services as contractually agreed. Client specifically agrees to allow Company to provide information and access to data, which are necessary to perform the tasks by Company's Community Members, and by Company's employees or contractors.

4. Client shall be responsible for ensuring security related to the access and usage of Client's Products by Company and any Community's Members.

5. Client shall respond to any questions and requests posted by Company.

6. During the course and for two years after the end of a Project or termination of a Contract, Client shall not, directly or indirectly, engage or employ any Member of Company's public Community, employees or contractors of Company, except if expressly offered by Company.

§ 6 Confidentiality and Data Privacy

1. Client is obliged to maintain confidentiality with regard to any personal data of Company's Community Members received by Company with consent of Company's Community Members. Company is obliged to maintain confidentiality with regard to any personal data of Client's Community Members received by Client.

2. Company is obliged to maintain confidentiality with regard to any confidential information received by Client or generated through Projects for Client.

3. In order to ensure confidentiality and data security, Client and Client's Community Members shall refrain from accessing the Platform through public hotspots or unsecured networks.

4. Client agrees not to disclose any Platform content to third parties without the consent of Company in writing, whether in person, through any digital media, blogs, news sources, social networks or any other form of communication.

5. Any personal data of Company's Community Members made available to Client by Company with consent of Company's Community Members shall be immediately deleted by Client upon cancellation, after expiry or regular termination of a Contract.

6. Any personal data of Client's Community Members made available to Company by Client shall be immediately deleted by Company upon cancellation, after expiry or regular termination of a Contract.

7. Further details on data privacy are documented in Company's data privacy policy for use of the Platform by customers, which can be found on the Platform login page for customers.

§ 7 Liabilities

1. Client hereby agrees to fully indemnify Company from and against any third party claims relating to alleged infringement by Client, as applicable, of any third party's intellectual property rights. Client takes all the responsibility for bearing the costs which might result for Company from justified third party claims, especially, what was mentioned before, with regard to copyrights of third parties.

2. Client hereby agrees to indemnify and hold harmless Company from any and all losses, claims, damages, fees, expenses or other liabilities arising from or relating to Client's disclosing of Company's Community Members personal data and agree that Client shall be individually liable to any of Company's Community Members whose data Client might have improperly disclosed.

3. Company hereby agrees to indemnify and hold harmless Client from any and all losses, claims, damages, fees, expenses or other liabilities arising from or relating to Company's disclosing of Client's Community Members personal data and agree that Company shall be individually liable to any of Client's Community Members whose data Company might have improperly disclosed.

4. Company may pursue claim against Client for direct damages which arise from or relate to such Client's use of the Platform and Client's Account other than expressed in these Terms.

5. Neither party shall be liable to the other for any other indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise.

§ 8 Licenses

1. Company may license the Platform to Client as part of a Franchise or White-Label license agreement, enabling Client to invite Company's or Client's Community Members to participate in Clients' Projects. With a Franchise License, Client will use the Platform and Community

under Company's brand. With a White-Label License, Client will use the Platform and Community under Client's own brand, so that Member can clearly identify Client's company name and details on the Platform. Project invitations submitted by a Franchise Licensee shall clearly identify such project being conducted directly and in the exclusive responsibility by this Franchise-Licensee.

2. In case of inviting Company's Community Members to participate in a Project of a Franchise or White-Label Licensee, such Licensee will establish a binding contractual relation with each Member of Company's Community for such Project engagement. If no other Terms are provided by Licensee to Company's Community Members, these Terms will apply for such Members' contractual relation with Licensee.

3. Company may either pay remuneration directly to Members or use Company's Member remuneration services. In any case, information shall be made available to Members to explain if Licensee or Company will be responsible for paying such Members' remuneration.

4. Even in case Licensee will use Company's Member remuneration payout services, Member's contractual relationship for Member's Project engagements will be exclusively with Licensee.

§ 9 Choice of Law and Jurisdiction

1. In matters not regulated in these Terms or otherwise agreed upon in an Order or Contract, the provisions of The Swiss Code of Obligations (Obligationsrecht), which were governed on the day of signing an Order or Contract, shall be applicable.

2. Unless otherwise agreed upon in an Order or Contract Contract, the Order or Contract between Company and Client shall be governed by Swiss law. Place of jurisdiction is St. Gallen, Switzerland.