

General Terms & Conditions

November 2025

These General Terms and Conditions ("Terms and Conditions") apply between (1) YQuantum GmbH, a company incorporated under the laws of Switzerland, registered at the Chamber of Commerce with number CHE-285.711.458 having its registered offices at Parkstrasse 1, CH-5234, Villigen, Switzerland ("YQuantum") and (2) any entity that has entered into an Order with YQuantum, ("Customer"). YQuantum and Customer are hereinafter collectively also referred to as the "Parties" and individually as a "Party".

1. APPLICABILITY

1.1 The Terms and Conditions apply to each agreed statement of work, quotation and/or any other agreement entered into between the Parties (each an "Order"), and to all requests and offers relating to the provision of Products and/or Professional Services by YQuantum to Customer. The Terms and Conditions and Order jointly form the "Agreement".

1.2 Quotations and offers made by YQuantum expire after one calendar month unless the quotation or order stipulates a period for acceptance.

1.3 General terms and conditions of whatever kind declared applicable by the Customer shall not apply to the Agreement or the relationship between Parties (i.e. irrespective whether such terms and conditions are declared applicable in confirmation forms, purchase order forms, etc.).

1.4 Amendments to the Agreement shall only be binding to the extent these have been agreed upon in writing between the Parties.

1.5 In the event of a conflict or inconsistency between any of: a) the Order(s), b) these Terms and Conditions, and/or c) any other documents referred to in the Agreement, the term falling into the category first appearing in the list above takes precedence, unless expressly stated otherwise in writing with specific reference to the relevant section(s) of the higher ranked document that the lower ranked document wishes to deviate from.

2. DELIVERY OF PRODUCTS

2.1 Unless agreed upon otherwise in the Order, delivery of the goods specified in the Order

("Products") shall be FCA – Villigen, Switzerland (Incoterms 2020). The risk in the Products will pass to Customer at delivery.

2.2 Customer is obliged to take delivery at the time the Products are made available by YQuantum. If Customer refuses to take delivery or fails to provide the information and instructions necessary for the delivery, YQuantum shall be entitled to store the Products at the expense and risk of Customer and the latter shall indemnify YQuantum against and compensate YQuantum for all Losses and claims for damages for whatever reason resulting thereof.

2.3 YQuantum shall be entitled to deliver Products in instalments and to invoice each delivery separately. If YQuantum is not able to deliver (e.g. due to shortages of materials and long lead times), YQuantum shall be entitled, when possible, to supply in proportion to the quantity ordered or similar alternatives or – if Customer does not agree with the foregoing – to cancel the Order without any liability for YQuantum.

2.4 All Products are sold on an "as-is" basis without any warranty (Garantie) – express or implied – of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement.

3. COMPLAINT PERIOD

3.1 In the event that Customer alleges a defect or deficiency on delivery, such as the delivery of (an) incorrect (quantity of) Product(s), Customer must inform YQuantum thereof in writing within five (5) days of the date of discovery or of the date Customer should reasonably have discovered it, but in any event within two (2) months of delivery, subject to the forfeiture of rights. In the complaint notice, Customer shall specify the delivery and invoice details as well as all information required for YQuantum to verify the complaint.

3.2 The submission of a complaint notice shall not release the Customer from its payment obligations.

3.3 If any of the Products shows a deficiency in respect of which a claim has been lodged in time, YQuantum shall be entitled to repair or replace the defective Products free of charge or refund the amount paid by Customer in relation to the defective Products. The option to be chosen in this

respect shall be at the exclusive discretion of YQuantum and the sole remedy of Customer. Customer shall not be entitled to any other compensation for damage or costs incurred. Customer's rights and obligations under Art. 201 et seq. of the Swiss Code of Obligations (OR) remain unaffected.

3.4 Use of a Product by Customer will be a deemed acceptance thereof.

4. RETENTION OF TITLE

4.1 All Products remain the property of YQuantum until all amounts owed by Customer to YQuantum pursuant to the relevant Order have been paid in full. Until title to the Products has passed to the Customer, Customer shall: a) store the Products separately from all other goods held by the Customer, so that they remain readily identifiable as YQuantum's property; b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price on YQuantum's behalf from the date of delivery; 1 General Terms and Conditions of YQuantum GmbH (November 2025) d) notify YQuantum immediately if it becomes subject to an insolvency event; and e) give YQuantum such information relating to the Products as YQuantum may require from time to time. Retention of title may be registered in the Swiss Retention of Title Register to ensure enforceability.

PRICES AND INVOICING

5.1 Unless provided otherwise in the Order, all amounts set out in the Agreement are in swiss francs (CHF) and are exclusive of value added tax and all other taxes, costs, levies and (sur)charges, and exclude costs in respect of requesting and obtaining authorizations, travel expenses and other out-of-pocket expenses, which will be added to each invoice, as applicable.

5.2 YQuantum shall invoice Customer for all fees, charges and expenses due under the Agreement as set out in the Order. Unless provided otherwise in the Order, no Products shall be delivered by YQuantum, until payment is received in full. Notwithstanding the foregoing, YQuantum reserves the right to require payment, or a payment guarantee acceptable to YQuantum, prior to

delivery of the Products if it deems this necessary in a specific situation.

5.3 Customer shall provide complete and accurate billing information to YQuantum and shall notify YQuantum of any changes to such information if and when they occur.

5.4 Customer shall pay YQuantum's invoices within thirty (30) calendar days of the invoice via a bank transfer to the account number specified in the invoice. Late payment shall bear interest at 5% p.a., in accordance with Swiss statutory provisions, calculated from the due date until payment in full. In addition, YQuantum is entitled to compensation of all collection costs and expenses, including reasonable attorney fees.

5.5 Upon the Customer's request, the Parties may agree that certain individual Orders of Products may be invoiced to Customer's relevant affiliate. In that case, Customer accepts that it shall be jointly and severally liable for the timely payment of such invoices.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 For the purpose of the Agreement, "Intellectual Property Rights" means patents, trademarks, rights in designs, copyright and moral rights, utility models, rights in know-how, trade secrets and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

6.2 Except as expressly provided in the Order, nothing in the Agreement shall transfer, assign, license or otherwise grant any Party any right or interest in the other Party's Intellectual Property Rights.

6.3 YQuantum and/or its relevant licensor(s) are and remain the owner of all Intellectual Property Rights in (i) all Products and (ii) the technology and processes pertaining to the development and manufacturing of Products, as well as, in respect of (i) and (ii), in any new features, customizations, add-ons, modifications, improvements, updates, enhancements and derivative works thereof (collectively: "YQuantum IP"), and Customer will acquire no rights in such Intellectual Property Rights.

6.4 Customer shall respect the YQuantum IP and shall not, directly or indirectly, whether alone or in collaboration with any third party: a) seek any

Intellectual Property Right related protection or file any application for such protection in any country worldwide related to any elements of the YQuantum IP; b) reverse engineer, decompile, disassemble, or otherwise analyze Products by any means, including but not limited to delayering, imaging, circuit extraction, or other techniques, to gain knowledge of their design, architecture, composition, functionality or of the underlying production processes; or c) alter or delete any indications of origin of YQuantum or third party suppliers (including trademarks, logos and trade names) that are attached to or displayed on the Products without YQuantum's prior written consent.

6.5 In the event of a breach by Customer of 6.4, Customer shall owe YQuantum, without a notice of default being required, an immediately payable penalty of fifty thousand swiss francs (CHF 50.000,-) per incident, provided that the penalty shall not exceed the reasonably incurred damages. The foregoing is without prejudice to YQuantum's other rights and remedies (including right to compensation of Losses and right to specific performance).

6.6 Customer shall notify YQuantum promptly after becoming aware of a claim that a Product or any elements thereof infringes the Intellectual Property Rights of a third party. It shall permit YQuantum to conduct any negotiations and litigation to settle such claim, it shall not make any admission in respect of such claim without YQuantum's prior written consent, and it shall upon YQuantum's written request immediately cease all use of such Product or elements thereof.

6.7 If Products or any elements thereof are alleged to, or are held to, constitute an infringement of the Intellectual Property Rights of a third party, then YQuantum may do any or all of the following, at its own option and sole discretion: a) make all reasonable attempts to procure for Customer the right to continue using the allegedly infringing elements; or b) modify or replace the allegedly infringing elements so as to avoid the infringement. YQuantum's obligations under this section 6.7 shall constitute Customer's sole remedy in relation to any infringement claims made in relation to any Products, or any elements thereof.

6.8 YQuantum shall have no obligations under section 6.7 if Customer has not met its obligations under section 6.6 in full or if the (alleged) infringement is caused by (i) any use of the

Products by Customer or third parties in breach of the conditions of this Agreement, or (ii) any 3 General Terms and Conditions of YQuantum GmbH (September 2025) use of the Products in combination with equipment, software or other devices not supplied by YQuantum, or (iii) any use of the Products in any manner for which they were not designed.

6.9 Nothing in the Agreement shall restrict or prevent YQuantum from independently developing, improving, or commercializing products, technologies, or systems that are similar to or compete with Products.

7. LIABILITY

7.1 In the context of the Agreement, "Losses" means: any and all losses, damages, costs, fines, penalties, expenses (including legal fees) and other liabilities of any kind, whether foreseeable or not.

7.2 No Party shall be liable, whether for negligence, breach of contract, tort, misrepresentation or otherwise, for any indirect or consequential Losses, for any exemplary, special or punitive damages, for any loss of profits, goodwill, production, revenue or business opportunity, or for any missed or anticipated savings, arising under or in connection with the Agreement.

7.3 The total cumulative liability of YQuantum for any Losses incurred by Customer under or in connection with any Order, whether for negligence, breach of contract, tort, misrepresentation, indemnification or otherwise, shall be limited to an amount equal to the lower of (i) one time the amounts paid and the amounts due by Customer under the Order giving rise to liability or (ii) an amount of fifty thousand swiss francs (CHF 50,000.-).

7.4 The exclusions and limitations of liability in this section 7 shall not apply to liability arising out of or in relation to a Party's (or its directors or employees) willful misconduct, fraud, or gross negligence.

8. INDEMNITY

8.1 Customer shall indemnify YQuantum and its affiliates against all claims of third parties for compensation of Losses caused by or otherwise associated with any Products, including, but not limited to, claims that have been filed against YQuantum in its capacity as producer of the Products based on any rule of product liability in

any country, unless the damage is caused by intent or gross negligence of YQuantum.

8.2 Customer warrants that it will comply with all international, federal, national, state, provincial or local law, regulation, order, statute, administrative order or treaty, judgement, court order, code of conduct (whether or not binding), guidance or any other requirement of any relevant government or governmental agency or regulatory authority, as they apply from time to time in Switzerland or any other country in the world ("Applicable Law") applicable to its company and its business. Customer warrants that it shall not directly or indirectly: a) provide any Products to any person, country or region in violation of Applicable Law; b) provide Products to customers who may use them for military or nuclear applications; or c) provide any goods or services in combination with the Products, or connecting any products or services to the Products, where this would in YQuantum's reasonable opinion (i) violate YQuantum's business values or (ii) deteriorate YQuantum's reputation.

8.3 Customer shall actively monitor Applicable Law, and inform YQuantum in writing of any relevant change(s) in Applicable Law that may be relevant for the Agreement. Customer shall indemnify YQuantum and its affiliates for any Losses arising out of a breach of Applicable Law, or a breach of any Customer's obligations under section 8.2.

9. CONFIDENTIALITY

9.1 In the context of the Agreement, "Confidential Information" means: the contents of this Agreement, any information (in any form) relating to the YQuantum IP and any services provided under the Agreement, YQuantum's and Customer's business, and any other information (in any form) that has been disclosed by or on behalf of a Party in confidence, or which by its nature ought to be regarded as confidential.

9.2 Each Party shall, both during the term of the Agreement and for a period of five (5) years thereafter, keep the Confidential Information of the other Party confidential and not disclose such Confidential Information to any third party without the other Party's prior written consent.

9.3 Section 9.2 does not prevent a Party to disclose information, which: a) was already in its possession without an obligation of confidentiality at the time of disclosure; b) was already in the public domain at the time of disclosure, except as a result of a

breach of the Agreement; c) is required to be disclosed to potential business partners, their legal counsel, professional consultants, accountants, banks, financing sources and/or their respective advisors, within the context of a potential co-operation or acquisition, provided that only the Agreement itself may be disclosed; or d) is required to be disclosed by Applicable Law or the rules of a relevant stock exchange, provided that the disclosing Party promptly notifies the other Party of its requirement to disclose, and co-operates with the other Party in avoiding or limiting the disclosure.

9.4 Each Party shall: a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement; b) only make Confidential Information available to staff, subcontractors and/or – in case of a disclosure pursuant to section 9.3c) – the recipients referred to in that section, on a need-to-know basis, and only after having made sure that each recipient is bound by confidentiality obligations that are at least as strict as those in the Agreement; and c) upon the other Party's first written request, 4 General Terms and Conditions of YQuantum GmbH (November 2025) promptly return to the other Party all Confidential Information in its or any of its subcontractors' possession.

9.5 Unless to the extent required by Applicable Law, Customer shall not make any public announcement concerning this Agreement or the Products and services provided thereunder, without the prior written consent of YQuantum. 9.6 In the event of a breach by Customer of this section 9, Customer will owe YQuantum, without a notice of default being required, an immediately payable penalty of fifteen thousand Swiss francs (CHF 15.000,-) per incident plus one thousand Swiss francs (CHF 1.000,-) for each day, or part thereof, that the incident remains unremedied. The foregoing is without prejudice to YQuantum's other rights and remedies (including right to compensation of Losses and right to specific performance).

10. REGULATORY COMPLIANCE

10.1 Each Party shall be responsible for compliance with all Applicable Law applicable to its company and its business.

10.2 Should one or more Products – in relation to certain specific orders and/or end-customers – qualify as "dual-use items" pursuant to Applicable Laws (including but not limited to those designated by the United Nations, the European Union, or the

United States), Customer shall promptly notify YQuantum in writing of all details relating to said order and/or end-customers. In such a case, each of the Parties undertakes to comply with the relevant obligations applicable to it under Applicable Law (e.g. requesting and obtaining authorizations, informing the competent authorities and record keeping).

10.3 YQuantum shall not be obliged to engage in any activity under this Agreement with any connection to a restricted country or region, or that YQuantum otherwise determines could constitute a violation of Applicable Laws, without creating any liability on its part under this Agreement.

10.4 Customer shall not directly or indirectly export, re-export, or transfer any Products to any country, entity, or individual subject to export controls or sanctions under Applicable Law, including but not limited to those designated by the United Nations, the European Union, or the United States

10.5 In the performance of the Agreement, the Parties shall comply with Regulation (EU) 2016/679 (the "GDPR").

10.6 Notwithstanding the Parties' obligations under section 10.4, Customer acknowledges and agrees that YQuantum shall keep and use – both during the term of the Agreement and thereafter – a copy of all feedback and information pertaining to the Products that is submitted to YQuantum by or on behalf of Customer under the Agreement. YQuantum may e.g. use this feedback and information for product improvement.

11. FORCE MAJEURE

11.1 If a Party is prevented from or delayed in performing any of its obligations under the Agreement by a Force Majeure Event then: a) its obligations under the Agreement shall be suspended for as long as the Force Majeure Event continues; b) as soon as reasonably possible and at latest within 5 Business Days after the start of the Force Majeure Event, the impacted Party shall notify the other Party of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under the Agreement; and c) as soon as possible after the end of the Force Majeure Event, the impacted Party shall notify the other Party that the Force Majeure Event has ended, and shall

resume performance of its obligations under the Agreement.

11.2 Force Majeure Event means any event or cause beyond the reasonable control of the impacted Party, including, but not limited to, acts of God, acts or omissions of any government or agency, rebellion, insurrection, riot, sabotage, invasion, quarantine, transportation embargoes, failure or delay of the internet, non-performance or late performance of third-party suppliers, labor disputes, epidemics, and natural disasters.

12. TERM AND TERMINATION

12.1 The Agreement enters into force on the effective date set out in the Order and shall remain in effect until completion or termination by either Party in accordance with this section 12.

12.2 Either Party shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at such Party's discretion, in the following events: a) if the other Party is in default of a material obligation; b) if a Force Majeure event (as defined in section 11) affecting the performance of other Party continues for a period of more than thirty (30) days; or c) if an insolvency event has occurred with respect to the other Party.

12.3 In addition, YQuantum shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at YQuantum's discretion, if: a) in relation to the ownership of Customer, whether directly or indirectly, a person or entity subject to economic sanctions acquires control of Customer or a person or entity becomes related to Customer in such a way that it exposes YQuantum to sanction regime risks; or b) any amounts due to YQuantum by Customer under the Agreement are thirty (30) days or more overdue.

12.4 The Parties waive the right to rescind the Agreement. 5 General Terms and Conditions of YQuantum GmbH (November 2025)

13. CONSEQUENCES OF TERMINATION

13.1 On the effective date of termination or expiry of the Agreement: a) each Party shall cease use of all Confidential Information of the other Party and remove such Confidential Information from its computer hardware and storage media; and b) Customer shall pay to YQuantum (i) the fees payable under the Agreement up to the effective date of expiry or termination and (ii) all reasonable demobilization costs.

13.2 Termination or expiry of the Agreement shall not affect a Party's accrued rights and obligations up to the effective date of expiry or termination. Notwithstanding the expiry or termination of the Agreement, all rights and obligations of the Parties, which by their nature survive the expiry or termination of the Agreement shall survive such expiry or termination. This includes sections 7, 8, 9, 10, 12, 13, 14.11 and 15 of these Terms and Conditions. 14.

MISCELLANEOUS

14.1 Each Party shall perform, or procure the performance of, all further acts and things, and shall deliver, or procure the execution and delivery of further documents that are required by Applicable Law or are necessary or reasonably desirable to implement the terms of this Agreement.

14.2 Unless agreed otherwise, each Party shall be responsible for all of its own costs and expenses (including but not limited to those of its affiliates) incurred in giving effect to the provisions of section 14.1.

14.3 YQuantum may unilaterally modify provisions of these Terms and Conditions provided such modifications do not materially worsen the Customer's obligations or rights under the Agreement. YQuantum shall notify Customer at least two months prior to the modification taking effect.

14.4 Customer waives its right to (i) set off any amounts due by it under the Agreement, and (ii) to suspend its performance under the Agreement.

14.5 Except as expressly provided in the Agreement, only a Party or a Party's permitted assignees or successors may enforce the terms of the Agreement.

14.6 The Agreement sets out the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether in written or non-written form.

14.7 Unless provided otherwise in the Order with explicit reference to this section 14.7, all performance and other dates contained in the Agreement are non-binding estimates only. YQuantum shall use reasonable efforts to meet such estimated dates. 14.8 For the term of the Agreement and one (1) year thereafter, Customer is prohibited from directly or indirectly headhunting

employees or executives of YQuantum or its affiliates and from contacting them for the purpose of entering an employment or service relationship with it or any third party. In the event of a breach of this section

14.8, Customer will owe YQuantum without a notice of default being required, an immediately payable penalty equal to the higher of (i) three months salary of the respective employee or (ii) twenty thousand swiss francs (CHF 20,000.-), without prejudice to YQuantum's other rights and remedies.

14.9 YQuantum may, upon written notice to Customer, assign the Agreement or any or all of its rights arising out of the Agreement to any of its affiliates, provided that the affiliate shall agree in writing to be bound by the Agreement. Upon such an assignment, YQuantum shall have no further obligations under the Agreement with respect to the rights and obligations so assigned.

14.10 Customer is not permitted to assign the Agreement or transfer any of its rights under the Agreement to any party without the prior written consent of YQuantum. Any attempted assignment in violation of this section 14.10 shall be null and void and shall have no legal effect.

14.11 Any notice or other formal communication to be given under the Agreement shall be in writing and shall be sent by registered mail to the address of the other Party as well as to the email address of the other Party, at the addresses set out in the Order.

14.12 Should any provision included in these Terms and Conditions be found unenforceable in a competent court of law, then all other provisions shall remain enforceable.

15. APPLICABLE LAW AND JURISDICTION

15.1 The Agreement, and any and all disputes, controversies or claims arising out of or in relation to the Agreement and/or any further contracts resulting therefrom, shall be exclusively governed by and interpreted in accordance with Swiss law, excluding its conflict-of-law rules.

15.2 Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

15.3 All disputes arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the competent courts in the Kanton of Aargau, Switzerland. Alternatively, for cross-border disputes, the Parties may agree to submit

the dispute to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution, with the seat of arbitration in Zurich, Switzerland. Swiss law shall govern the arbitration proceedings.

16. PROFESSIONAL SERVICES

16.1 The provisions of this section 16 apply in the event that YQuantum provides Professional Services to Customer. "Professional Services" means all services not covered in section 2 through 15 of these Terms and Conditions, including maintenance and support, training and consultancy services.

16.2 YQuantum and Customer will detail the Professional Services to be provided by YQuantum in the Order or in a separate written document, and YQuantum will 6 General Terms and Conditions of YQuantum GmbH (November 2025) invoice Customer for such Professional Services on a time and material basis as per the applicable rates for Professional Services set out in the Order or the aforementioned written document.

16.3 If the Order states that YQuantum will develop one or more Products for Customer, Customer acknowledges that the time necessary to develop these may vary and may depend on Customer or third parties, and that the related costs will be payable by Customer. YQuantum will discuss the timeline and related costs with Customer. Whether or not YQuantum will develop such Products is up to the sole discretion of YQuantum, and nothing in this Agreement constitutes an obligation of YQuantum to establish any requested Product.

16.4 YQuantum's ability to perform Professional Services is dependent on Customer, its affiliates

and their third party suppliers. In order to enable YQuantum to perform Professional Services, Customer shall: a) timely make the right people with the necessary skills and the necessary knowledge available to YQuantum; b) provide in a timely manner all cooperation, information, data, documentation, materials and input reasonably required by YQuantum, and commit sufficient resources from technical and business teams to support YQuantum; c) make timely decisions, approvals and directions if and when requested by YQuantum; d) obtain all consents and permissions from third parties that may be required for YQuantum to perform its obligations and exercise its rights under the Agreement; e) obtain all consents and permissions necessary for YQuantum to use any Customer or third party systems and networks required for YQuantum's performance of its obligations under the Agreement, allowing and enabling YQuantum to work both on premise and remotely; f) arrange access to and communications with Customer's employees as needed for YQuantum to perform its activities; g) ensure the co-operation and performance of any other suppliers required to enable YQuantum to perform the activities and services set out in the Agreement; and h) meet its obligations set out in the Agreement. 16.5 YQuantum shall be excused from performing its obligations under the Agreement if and when Customer or its affiliates or their third party suppliers fail to perform a task or to meet an obligation on which YQuantum's performance depends, which includes but is not limited to the dependencies set out in section 16.4 above.