

General Terms & Conditions of cereneo

§ 1 Definitions

Accompanying Person: Any person who accompanies a Patient in the course of treatment and/or a Guest in connection with his/her stay with cereneo, including accommodation provided at cereneo premises or by HVLL, and includes visitors of a Patient or Guest.

cereneo or **Entity:** refers to the respective Entity acting as service provider and contractual counterparty, as identified in the applicable Service Contract:

- a) cereneo Schweiz AG ("**CSAG**"), a limited company duly registered in the Canton of Lucerne Switzerland at Hertensteinstrasse 162, CH-6353 Weggis and operator of cereneo clinics in Hertenstein/Weggis and Vitznau, Switzerland;
- b) cereneo Global Services AG ("**CGSAG**"), a limited company duly registered in the Canton of Lucerne Switzerland at Seestrasse 18, CH-6354 Vitznau and operator of Global Services (as defined below); or
- c) cereneo Prevention AG ("**CPAG**"), a limited company duly registered in the Canton of Lucerne Switzerland at Seestrasse 75, CH-6354 Vitznau and operator of the cereneo prevention center in Vitznau, Switzerland.

Contractual Partner: the Patient, his/her Representative(s) and/or any other person or organisation bearing the costs of Services under a Service Contract and being bound by, and responsible for compliance with, the Service Contract and these GTC.

Customer: Any natural person or legal entity contracting for or receiving Services from an Entity, including (as applicable) (i) a Guest, client or member receiving prevention and/or hospitality services, (ii) a Patient receiving medical or therapeutic services, and/or (iii) any Patient representative, legal representative and/or cost bearer. Where a Customer receives only Hospitality Services and/or non-medical prevention services (in particular at CPAG), the Customer is not a Patient and provisions that are inherently medical in nature apply only mutatis mutandis or not at all, as the context requires.

Guest: A Customer who receives Hospitality Services and/or other non-clinical services, and who is not a Patient unless receiving Healthcare Services.

Global Services: Services rendered by CGSAG, including Healthcare Services provided outside cereneo clinics or centers, such as (i) transition services (including escorting a Patient home, home assessments and caregiver coordination), (ii) home-based interventions at the Patient's location (together with the transition services, the "**Home Services**"), and (iii) telerehabilitation services, including teletherapy, tele-consultations and tele-assessments ("**Teletherapy Services**"), as well as related consultancy and support Services rendered to Patients and/or Customers.

GTC: This document, being the General Terms and Conditions of NRG and its Entities.

Healthcare Services: Services provided by an Entity as a healthcare professional, or by any individual working

under the supervision of cereneo, relating to the diagnosis, prevention, rehabilitation or treatment of any human disease or impairment and/or the assessment or care of human health. Healthcare Services also comprise accommodation for a Patient and one Accompanying Person in the same room.

Hospitality Services: Services such as accommodation, meals and related hotel-type services. Insofar as such services are provided by third parties including HVLL, they constitute Third-Party Services.

HVLL: Hospitality Visions Lake Lucerne AG, a limited company duly registered in the Canton of Lucerne Switzerland at Seestrasse 18, CH-6354 Vitznau and operator of the Park Hotel Vitznau, Switzerland, the Campus Hotel Hertenstein, Weggis, Switzerland, and other accommodation options in the region.

NRG: Neuro Recovery Group AG, a healthcare group encompassing all Entities and their directors, officers, employees and agents.

Offer: An estimate of the scope and cost of Services, based inter alia on the medical or other needs of a Patient and/or Customer and cereneo's experience.

Patient: A natural person awaiting or receiving medical, nursing and/or therapeutic treatment or care. Each Patient is a Customer. References to Patient apply only to Patients, not to other Customers.

Representative: Any person who is (i) appointed by law, (ii) appointed by a judicial or administrative decision, or (iii) authorised by the Customer (including by written or other declaration) to act or decide on behalf of the Customer in connection with the Services and/or a Treatment Contract.

Services: All services provided by an Entity to a Customer under or in connection with a Service Contract, including Healthcare Services, Global Services, Hospitality Services and any ancillary, administrative, digital, advisory or coordination services, irrespective of their medical or non-medical nature.

Service Contract: Any contract, agreement or booking between a Customer and an Entity for the provision of Services under these GTC, including a Treatment Contract and any agreement for non-medical, preventive, hospitality or Global Services.

Specific Terms: Terms applicable to a specific Entity, as set out in Schedules to these GTC or otherwise expressly referenced in a Service Contract (including any Treatment Contract).

Third-Party Services: (i) third-party services coordinated by cereneo and invoiced through cereneo by the external provider (e.g. third-party medical services or medically required transportation), and (ii) third-party services not invoiced by cereneo, which may be provided by HVLL or other third parties, including accommodation for Accompanying Persons, wellness treatments, room service and similar offerings.

Treatment Contract: A Service Contract relating exclusively to Healthcare Services. By accepting an Offer relating to Healthcare Services, the Patient and/or his/her Representative(s) and/or the Contractual Partner enter into a Treatment Contract with the Entity governing the Healthcare Services provided to the Patient.

§ 2 Scope of application

- 1) These GTC govern the contractual relationship between the Customer and an Entity. They apply to all Services provided by the respective Entity. Furthermore, they are explicitly applicable if treatment is carried out abroad.
- 2) In B2B constellations (see further details in Schedule 2), CGSAG may provide Services in cooperation with hospitals or similar institutions. To the extent CGSAG and such hospital/institution have not entered into a separate written agreement governing their cooperation (which shall take precedence), these GTC (including the CGSAG Specific Terms in Schedule 2) also govern the contractual relationship between CGSAG and such hospital/institution.
- 3) These GTC are structured as follows: (i) the individual Service Contract (including any Treatment Contract) entered into between the Customer and the relevant Entity incorporates these GTC by reference; (ii) Any Specific Terms as set out in Schedules to these GTC or otherwise expressly referenced in the Service Contract (including any Treatment Contract); and (iii) the main body of these GTC. In the event of any inconsistency, the following order of precedence applies: (1) the Service Contract, (2) the Specific Terms, (3) the main body of these GTC.
- 4) These GTC shall also apply to any Accompanying Person and other Contractual Partner, provided that such persons are included as parties to, beneficiaries of, or otherwise derive benefits from or make use of Services governed by the applicable Service Contract and these GTC.
- 5) Without prejudice to § 2(3), insofar as a written Offer from an Entity stipulates conditions which differ from these GTC, such conditions shall take precedence. The same applies for individually concluded written contracts between an Entity and the Customer.

§ 3 Offers / Contracts / Legal relationship

- 1) An offer by an Entity is valid for 14 calendar days, unless otherwise agreed in writing.
- 2) Cost estimates are only an approximation of the actual final costs for the Services. It is understood and agreed that final costs may diverge from costs estimates.
- 3) By accepting an Offer, the Customer enters into a binding Service Contract with the relevant Entity under the terms of the Offer, the GTC and any Specific Terms applicable to that Entity. The Service Contract identifies the Entity as the service provider and contractual counterparty and incorporates these GTC (including any Specific Terms) by reference. Where the Offer relates to Healthcare Services, the Service Contract constitutes a Treatment Contract.
- 4) A Service Contract (including any Treatment Contract) or other agreement governed by these GTC may be concluded in writing, electronically or by other means accepted by the Entity, including by acceptance of an Offer, confirmation of a reservation, commencement or use of Services, or other conduct indicating agreement.
- 5) The contractual period lasts from the signature date of the Service Contract to the date of departure agreed in the Service Contract or the date of departure agreed in any subsequent extended period. Extended periods shall be viewed as an addendum to the Service Contract.

- 6) It is understood and agreed by all parties that Customer(s) as defined herein, i.e. including Patients, her/his Representative(s) and/or Contractual Partner(s), are **jointly liable** for all obligations under the Service Contract (including any Treatment Contract).

§ 4 Third-Party Services

- 1) Where an Entity coordinates and/or invoices Third-Party Services, the Entity acts solely as an intermediary and, where applicable, as a disclosed payment facilitator/collection agent for the third-party provider, unless the Entity expressly states in writing that it is acting as contracting party for such Third-Party Services. In the absence of such express statement, the contract for the Third-Party Services is concluded directly between the Customer and the third-party provider, and the provider remains solely responsible for proper performance of the Third-Party Services. The Entity is not responsible for the performance of Third-Party Services and any claims relating to such performance shall be asserted against the relevant third-party provider. The Entity remains responsible only for its own Services and for exercising reasonable care in selecting and coordinating Third-Party Services where it has assumed such coordination. Payments made by the Customer to the Entity for Third-Party Services (if invoiced via the Entity) discharge the Customer's payment obligation towards the third-party provider to the extent of such payment..
- 2) The same applies to third-party contractual relationships coordinated by the Entity. In such cases, the contract for the Third-Party Services is concluded directly between the Customer and the third-party provider, and the Entity does not assume responsibility or liability for such Third-Party Services. Third-Party Services not invoiced via cereneo are to be paid for directly to the third party by the Customer.

3) § 5 Scope of cereneo's performance obligations

- 1) cereneo's performance obligations are determined by the Offer that has been issued by cereneo and are limited to the time period outlined in the Offer.
- 2) Any additional services, meaning services that have not been mentioned in the offer or services rendered outside the time period stated in the offer (particularly external examinations) must in any case be paid separately. The performance of such services lies within the discretion of cereneo.
- 3) In any case, services rendered by third parties, e.g. by HVLL, are not part of cereneo's performance obligation (cf. § 4).

§ 6 Payment Conditions

- 1) This § 6 applies unless and to the extent the Specific Terms for the relevant Entity (Schedule 1-3) provide otherwise, in particular for Customers consuming only Hospitality Services provided by CPAG, in which case this § 6 does not apply.
- 2) Unless otherwise stipulated in the Offer and/or the Service Contract and/or the applicable Specific Terms, the Customer shall make the advance payment(s) requested by the Entity prior to commencement of the relevant Services (including any stay/admission, start of outpatient treatment, and/or start of Global Services).

- 3) Any bank fees, credit card charges, intermediary bank charges or other transaction costs are borne by the Customer, unless mandatory law provides otherwise or the Entity explicitly agrees in writing.
- 4) If an agreed or requested advance payment (or other due payment) is not received in full when due, the Entity is not obliged to admit the Customer, commence, continue or provide the relevant Services. The Entity may suspend Services until payment is received, subject to Customer safety requirements where applicable.
- 5) Additional services not included in the Offer (or rendered outside the Offer period) may be charged separately in accordance with the Offer, Service Contract and/or applicable Specific Terms. The Entity may require an additional advance payment and/or cost guarantee for such additional services.
- 6) If additional billable claims for Customers for services from external service providers are received after the final invoice has been issued, they can be charged to the Customer at any time and must be settled within 15 calendar days from the dispatch of the invoice to the Customer.
- 7) It is understood and agreed that advance payments to be refunded by cereneo shall only be made to the same bank account or credit card from which the original payment was made. No refund in cash or to different bank accounts or credit cards will be accepted.
- 8) If the Customer is in arrears and the Entity initiates debt collection, the Customer acknowledges that the Entity may transfer the data necessary for debt collection purposes to collection service providers and/or legal advisors, including (where applicable) protected medical data to the extent required and legally permissible, always in compliance with applicable data protection and professional secrecy requirements.
- 9) In the event of late payment, the Entity is entitled to bring to charge up to 5% moratory interest p.a.
- 10) Set-off by the Customer is excluded with respect to claims that are disputed by the Entity and not finally determined by a court of competent jurisdiction.
- 11) Specific Terms regarding statutory health insurance of the Customer for whom an insurance company will settle payments remain reserved.

§ 7 Before the Stay / Admission

- 1) The Customer shall arrive at the agreed time for admission/start of Services as set out in the Offer and/or applicable Service Contract or otherwise agreed in writing.
- 2) In the event of delayed arrival without prior notice, the Entity may reschedule or cancel planned Services, and any unused Services may remain chargeable in accordance with the Offer and/or applicable Service Contract (including any Treatment Contract).
- 3) If the Customer cancels a planned stay/admission or planned commencement of Services prior to commencement, the Entity may charge an appropriate amount reflecting costs and expenses already incurred and/or committed in reliance on the booking.
- 4) It is solely the Customer's responsibility (including any Accompanying Persons) to obtain, maintain

and renew any required visas, residence permits and other authorizations necessary for the entire duration of the stay and/or service provision in Switzerland (or any other relevant jurisdiction).

- 5) Under no circumstances shall the Entity be liable for any inability to admit/provide services resulting from missing, expired or otherwise insufficient residence/visa authorizations.

§ 8 Stay / Appointments

- 1) The Entity may schedule and adjust appointments (therapies, assessments, diagnostics, consultations or similar) based on clinical needs, operational requirements and reasonable organizational grounds. The Entity may postpone appointments if medically indicated or for reasonable operational reasons.
- 2) Unless the applicable Specific Terms provide otherwise, an appointment fee/compensation remains due if the Customer fails to cancel an appointment at least twenty-four (24) hours in advance, or if the Customer misses the appointment, except where the missed appointment is due to obstacles arising through no fault of the Customer and the Entity can reasonably reschedule.
- 3) During the stay and/or service provision, the Customer and any Accompanying Persons shall comply with (i) the Entity's reasonable instructions, (ii) applicable house rules, and (iii) any rules of third-party premises where Services are rendered (e.g., hotel or facility rules), as applicable. In case of material breaches that endanger safety, staff wellbeing or operations, the Entity may reduce, suspend or terminate Services in accordance with § 9.
- 4) Customers shall minimize cash and valuables brought into the Entities' premises. Where a safe is available in the room, Customers should store valuables in the safe. Customers acknowledge that rooms may not be locked at all times.

§ 9 (Early) Discharge / Termination

- 1) Discharge/termination generally occurs on the date/time agreed in the Service Contract (including the Treatment Contract) (or as subsequently amended/extended), subject to medical considerations and § 9.3.
- 2) The Customer may terminate the stay or Services at any time by giving notice to the Entity. The financial consequences of early termination (including notice cut-offs, therapy/service fees, accommodation cost treatment, and expense reimbursement) are governed by the Offer and/or applicable Service Contract (including any Treatment Contract) and the applicable Specific Terms.
- 3) The Entity may terminate the stay/Services with immediate effect and discharge/expel the Customer and/or Accompanying Persons if there are reasonable grounds, including in particular if:
 - a) the Customer refuses or materially fails to participate in planned therapies/Services without medical justification;
 - b) the Customer engages in criminal acts, materially violate applicable house rules, or behave unlawfully, severely disrespectfully or immorally;
 - c) the Customer is in default with payments (including advance payments and other invoices);

- d) the Customer (including Accompanying Persons) engages in violence, threats, harassment, discrimination, or other serious misconduct toward staff or third parties;
- e) the Customer (including Accompanying Persons) violates § 12 of these GTC.

If and to the extent the Offer and/or the applicable Service Contract (including any Treatment Contract) and/or the applicable Specific Terms do not expressly regulate the financial consequences of an early termination by the Customer, the following shall apply: (i) Services already rendered remain payable in full; (ii) cancellable or non-refundable costs and expenses incurred or committed in reliance on the booking or service schedule (including, where applicable, third-party costs); and (iii) any advance payments shall be set off against the foregoing amounts, with any remaining balance refunded in accordance with § 6.

§ 10 Post-Stay / Post-Treatment Contact

- 1) cereneo is committed to the long-term recovery of its Customers and to the sustainable impact of its preventive services. Accordingly, cereneo's case management may extend beyond the Customer's stay at cereneo clinics or centers and/or beyond the applicable treatment period.
- 2) By accepting these GTC, the Customer consents to being contacted by cereneo for follow-up purposes after the end of the stay and/or treatment. Such contact may include, without limitation, telephone calls, emails, or other reasonable forms of communication.
- 3) Follow-up contact may also occur where new or improved rehabilitation, prevention or related services become available that may be relevant or beneficial to the Customer.
- 4) The Customer may withdraw consent to post-stay / post-treatment contact at any time by providing written notice to the relevant Entity.

§ 11 Limitation of Liability

- 1) cereneo has taken out adequate professional liability insurance for its legal liability in accordance with the applicable laws of Switzerland.
- 2) The liability of cereneo, its organs, employees and auxiliary persons or of an affiliated undertaking and its organs, employees and auxiliary persons of the latter under any legal title is limited to the amount effectively indemnified by cereneo's insurance (plus deductible according to the insurance policy). Any further liability is explicitly excluded to the extent permitted by mandatory law. Upon request, cereneo shall inform the Customer about the applicable insurance protection.
- 3) Should there be no insurance indemnification available in a specific case (especially because of a respective exclusion in cereneo's professional liability indemnity insurance contract), cereneo's liability is limited to gross negligence and willful misconduct. Furthermore, in this case cereneo's liability is limited to direct damages (indemnification for indirect damage and consequential loss is excluded) and the maximum amount of cereneo's liability will be the costs for treatment and accommodation that have been invoiced to the Customer and / or other Contractual Partner and actually been paid.
- 4) For the storage of smaller amounts of cash and valuables, there is a safe in every room. cereneo may

only be held liable for the loss or the damage of cash or valuables stored in the safe to the extent that cereneo itself is effectively indemnified by its insurance company. Any further liability is explicitly excluded, to the extent legally permissible. Upon request, cereneo shall inform the Customer about the applicable insurance protection.

- 5) cereneo is, to the extent legally permissible, not liable for any loss or damage of items brought along, which have not been locked in the safe according to § 8 section 4. Furthermore, cereneo is, to the extent legally permissible, not liable for any loss or damage of vehicles which have been parked on the hospital premises by Customer and / or other Contractual Partner and/or Accompanying Persons.
- 6) The Customer acknowledges and agrees that cereneo's professional liability insurance specifically excludes any claims brought by or on behalf of a Customer, his/her estate, beneficiaries or heirs in the United States of America or Canada or under the laws of either of those nations. Therefore, the Customer or anyone on his/her behalf agree to resolve any disputes in the ordinary courts of Switzerland using Swiss law as more fully described below. It is understood and agreed that any claim or action brought in the United States of America or Canada or under the laws of USA and/or Canada are expressly excluded.
- 7) The Customer takes note that cereneo, being a company active in research may use non-CE certified machines, equipment, software or other aids for research and treatment purposes, and explicitly declares his/her agreement thereto.
- 8) In addition, the Customer acknowledges that cereneo may use (software) applications or devices from third parties for research or treatment purposes. The final decision on the use of such applications or devices rests with the Customer. cereneo excludes any warranty and liability for such applications and devices to the extent permitted by law. In the absence of an express written agreement to the contrary, warranty and liability claims by Customer must be made directly to the manufacturer of the applications and devices. cereneo is only liable for the careful selection of the applications and devices and for actions in the context of research and treatment over which cereneo has influence or control. In the event of liability on the part of cereneo, the limitations of liability set out in this § 11 shall apply.
- 9) The applications and devices referred to in § 11 section 8 above may qualify as or incorporate proprietary artificial intelligence systems, in particular general purpose artificial intelligence systems or models, developed and maintained by a third party provider ("**Third Party AI**") to which the limitations of liability set out in § 11 section 8 apply. The Customer acknowledges that the Third Party AI is provided "as is", subject to inherent limitations. Customer further acknowledges that the underlying design, development and operation of the Third Party AI are not under the direct control of cereneo. cereneo does not guarantee error-free operation of the Third Party AI.

§ 12 Non-solicitation

- 1) In order to ensure the wellbeing of the Customer, cereneo makes great efforts to recruit highly qualified and motivated employees that are educated continuously. It is therefore prohibited for the

Customer to solicit cereneo's employees (particularly doctors, therapists and nursing staff) to cease their employment with cereneo and/or to enter into an agreement with the Customer (directly or indirectly).

- 2) In case of contravention the Customer undertakes to pay liquidated damages to cereneo in the amount of CHF 50'000 for each violation.

§ 13 Data Protection

- 1) The dissemination and editing of data in relation to the Customer and / or other Contractual Partner and / or Accompanying Persons is executed in accordance with the principles outlined in the Swiss Data Protection Act, the General Data Protection Regulation, where applicable, and Swiss civil law (and is, as far as applicable, subject to the medical privilege), unless otherwise provided for hereinafter. Further information on the processing of personal data by cereneo, in particular regarding Customer and / or other Contractual Partner and / or Accompanying Persons' rights (right to information, etc.), the transfer of data to third parties as well as the transfer abroad, is provided in the data privacy statement available on our website (<https://cereneo.ch/privacy-policy>).
- 2) This data privacy statement forms an integral part of the present GTC and supplements the following provisions. The legal interest in the data processing described below lies in the execution of the contract between cereneo and the Customer and / or other contractual Contractual partner Partner and / or Accompanying Persons according to art. 6 para. 1 lit. b GDPR, in the legitimate interest according to art. 6 para. 1 lit. f GDPR and partly in the fulfilment of a legal obligation. Finally, the Customer and / or other Contractual Partner and / or Accompanying Persons to the following data processing.
- 3) With regard to the accounting and the bearing of costs, cereneo is authorised to transmit the relevant data to the cost bearer (especially to an insurance company, but also to any third party bearing the costs, namely foreign embassies, authorities etc., as the case may be).
- 4) The Customer agrees that cereneo is authorised to provide information to indicated contact persons (until written revocation by the Customer) both, with regard to administrative and medical issues. The same applies with respect to family doctors, specialists or referring physicians etc.
- 5) Being a company active in research, cereneo aims to always improve its therapy measures. Unless the Customer explicitly declares otherwise in writing, it is assumed that he agrees to his/her personal data being recorded, examined and used for research purposes in anonymised form.
- 6) The Customer acknowledges and agrees that data may be exchanged between the various companies of NRG in connection with the provision of Services and administration and with the corresponding purpose. Further information about this data exchange can be found in the data privacy statement referred to in § 13 section 1 of these GTC.
- 7) cereneo closely cooperates with Lake Lucerne Institute AG (LLUI), a charitable, non-profit stock corporation under Swiss law. The Customer acknowledges and agrees that employees of LLUI may

collect Customer data, access the Customer files and may process the personal data contained therein for the purposes mentioned in the data privacy statement referred to in § 13 section 1 of these GTC.

- 8) The Customer acknowledges that, where third-party software applications or platforms are used in connection with the Services, the collection and processing of personal data by such third parties is governed by their respective data protection policies. cereneo is not responsible for the independent data processing activities of such third parties, except where cereneo acts as data controller or processor under applicable data protection law.

§ 14 Salvatory Clause

- 1) Any part, provision, representation or warranty of GTC which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.
- 2) The invalid provision shall be replaced by a provision that most closely serves the original economic purpose of this provision in a legally permissible manner.

§ 15 Applicable Law and Place of Jurisdiction

- 1) The legal relationship between the Customer and the relevant Entity shall (irrespective of the legal grounds) be governed and exclusively be subject to the substantive laws of Switzerland excluding the conflict of laws rules according to Swiss International Private Law and any international treaties.
- 2) For all contractual or non-contractual disputes between the Customer and the relevant Entity irrespective of the legal grounds, the exclusive place of jurisdiction shall be the City of Lucerne, Switzerland.

Schedule 1 – Specific Terms CSAG / cereneo neurorehabilitation clinics in Switzerland

§ 1 Scope of application

- 1) Unless expressly stated otherwise in this Schedule, the main body of these GTC applies without modification.
- 2) In case of conflict, the order of precedence in § 2(3) of the main body applies.

§ 2 Billing / Specific Payment Terms

- 1) The stay, encompassing all provided Services, will be invoiced monthly, whereas such monthly invoice will normally be made available to the Customer around the middle of the following month.
- 2) The nursing care level charged will be evaluated and determined at least monthly based on actual nursing care data. CSAG reserves the right to adjust the nursing level and associated costs as medically necessary, based on on-site assessments and the Customer's progress.
- 3) The monthly invoiced charges will be settled with any advance payment or account balance in the Customer's favor.
- 4) Unless otherwise stipulated in the Offer and/or Treatment Contract, payment for the Services offered by CSAG shall be required in full by bank transfer (only), no later than seventy-two (72) hours prior to admission at the clinic.
- 5) For any extension of an existing stay/treatment period, a new (additional) advance payment shall be made no later than three (3) calendar days prior to the beginning of such extension, unless otherwise agreed in writing. If the account balance is depleted or the required advance payment is not received, the Entity may suspend therapies/ Services and/or discharge the Customer in accordance with § 9 of the main body.
- 6) After the discharge of the Customer, CSAG issues (in general within 60 calendar days) a final invoice. Any remaining balance will be refunded to the Customer and / or other Contractual Partner whereas supplemental costs incurred will be invoiced to the Customer and / or other Contractual Partner and shall be paid within 15 calendar days from the invoice date, provided that the Customer has specified the repayment details in a timely manner.

§ 3 Cancellations before Admission

- 1) If the Customer cancels a planned stay before admissions, CSAG may invoice an appropriate amount reflecting expenses already incurred. In any case, at least one (1) day of clinical stay may be charged, unless cancellation is received at least twenty-four (24) hours before the planned admission time.
- 2) Where accommodation services for the contemplated stay are provided by HVLL or other third parties and the Entity becomes liable for such third-party charges due to the Customer's cancellation/no-show, the Customer shall reimburse CSAG for such charges, which may amount to up to 100% of the initially contemplated third-party accommodation period.

§ 4 Repatriation / transport

- 1) Prior to admission and throughout the course of the Customer's stay, CSAG reserves the right to request adequate repatriation coverage from the Customer and/or a formal cost guarantee effecting the same for the Customer.
- 2) CSAG shall not be liable for any costs or liabilities associated with repatriation or transport, including those arising from insurance coverage or the actions of transport companies or third parties engaged for this purpose.

§ 5 Appointments

- 1) The rule in § 8.2 of the main body applies with respect to missed appointments.
- 2) CSAG may reschedule appointments based on clinical necessity or operational constraints; reasonable efforts will be made to provide clinically appropriate alternatives

Schedule 2 – Specific Terms CGSAG / cereneo Global Services

§ 1 Scope of application

- 1) Unless expressly stated otherwise in this Schedule, the main body of these GTC applies without modification.
- 2) In case of conflict, the order of precedence in § 2(3) of the main body applies.
- 3) These Specific Terms apply to all Global Services provided by CGSAG, including Teletherapy Services, Home Services and service packages, whether provided in Switzerland or abroad.
- 4) Where Global Services include Healthcare Services, provisions of the main body that are inherently medical in nature apply accordingly.

§ 2 Contractual model; B2C and B2B constellations

- 1) Global Services may be provided by CGSAG either (i) directly to the Customer (B2C), and/or (ii) in cooperation with a hospital or similar institution (B2B).
- 2) In B2B constellations, CGSAG may provide Global Services in cooperation with hospitals or similar institutions (the "**Hospital**") under an affiliated physician / admitting privileges or comparable cooperation model ("**B2B Cooperation**").
- 3) Depending on the engagement, the B2B Cooperation may be structured in either of the following contractual models (each a "**Contractual Model**"):
 - a) Hospital Contract Model: a contract and billing relationship between CGSAG and the Hospital;
 - b) Customer Contract Model: a contract and billing relationship between CGSAG and the Customer;
 - c) Split Model: (i) a contract and remuneration between CGSAG and the Hospital (e.g., for facilities/infrastructure and/or hospital services) and (ii) a separate Treatment Contract between CGSAG and the Customer for Global Services.
- 4) The applicable Contractual Model shall be determined by the Offer and/or the Treatment Contract and/or (where relevant) a separate written agreement between CGSAG and the Hospital.
- 5) If the applicable Contractual Model is not expressly specified in writing, the parties agree that (i) the Customer Contract Model applies to Global Services vis-à-vis the Customer and (ii) the Hospital remains responsible for hospital-side services and bills such services separately, unless mandatory law requires a different allocation.
- 6) In B2B Cooperations, any separate written agreement between CGSAG and the Hospital shall prevail over these GTC for the CGSAG–Hospital relationship to the extent of any inconsistency.

§ 3 Payment / Billing framework

- 1) The payment provisions set out in § 6 of the main body apply to all Global Services.
- 2) Unless expressly agreed otherwise in the Offer or Treatment Contract, Teletherapy Services are billed

based on time spent (e.g. hourly or per session), and Home Services and other on-site Global Services are billed on a daily rate basis.

- 3) Global Services are generally provided on a prepayment basis, as specified in the Offer or Treatment Contract. They are not priced based on statutory, regulatory or insured healthcare tariffs unless expressly agreed otherwise.
- 4) Billing and remuneration in B2B Cooperations follow the applicable Contractual Model:
 - a) Hospital Contract Model: CGSAG invoices the Hospital in accordance with the agreed CGSAG–Hospital arrangement; any Customer-facing hospital charges are handled by the Hospital unless expressly agreed otherwise in writing.
 - b) Customer Contract Model: CGSAG bills the Customer directly for Global Services; hospital-side services are billed separately by the Hospital.
 - c) Split Model: CGSAG and the Hospital each bill their respective services separately in accordance with their respective contracts.
- 5) CGSAG does not act as guarantor, collection agent or payment intermediary for Hospital charges.

§ 4 Teletherapy Services

- 1) Teletherapy Services are provided either as stand-alone services or as part of a package, as specified in the Offer or Treatment Contract.
- 2) Appointments for Teletherapy Services may be postponed if obstacles arise through no fault of the Customer. Otherwise, compensation for an appointment remains due if the appointment is not cancelled at least twenty-four (24) hours in advance; the same applies to missed appointments.
- 3) Teletherapy packages are non-refundable, unless expressly agreed otherwise in the Offer or Treatment Contract.

§ 5 Home Services and other on-site Global Services

- 1) Home Services and other on-site Global Services are rendered over an agreed service period, in accordance with the agreed service schedule and daily rate. The agreed service period constitutes a binding minimum commitment for the Customer.
- 2) If the Customer cancels Home Services before commencement or during the agreed service period, the full fees for the agreed service period remain payable.
- 3) Where the agreed service period exceeds seven (7) consecutive calendar days, the Customer may terminate Home Services with effect from the end of the seventh (7th) day, provided that notice is given in accordance with the Offer or Treatment Contract.
- 4) The Customer remains responsible for reimbursement of actual expenses incurred by CGSAG in connection with Home Services (including, without limitation, travel and accommodation costs), to the extent such expenses were caused by the Customer's request, scheduling or early termination and are

not covered by the agreed fees.

§ 6 Termination by CGSAG

- 1) CGSAG may terminate Global Services with immediate effect for reasonable grounds, including those listed in §9(3) of the main body of these GTC. In such cases, Services already rendered and costs already incurred remain payable.

§ 7 B2B Cooperation – Independence / No employment / No agency

- 1) CGSAG and the Hospital each act independently and perform their respective obligations in their own name, for their own account, under their own responsibility and at their own risk.
- 2) Nothing in these GTC creates an employment relationship, partnership/joint venture or agency relationship between CGSAG and the Hospital. Neither party is authorised to represent or bind the other party, except where expressly agreed in writing.
- 3) The Hospital remains responsible as operator/"householder" for the organisation of its operations and for its regulatory permits and approvals.

§ 8 B2B Cooperation – Facilities / Hospital rules / operational primacy

- 1) Where Global Services are rendered at or through the Hospital, the Hospital may provide CGSAG (non-exclusively) access to facilities, infrastructure, equipment and Hospital personnel required for the treatment of Customers.
- 2) The Hospital shall notify CGSAG in advance, in writing and in a reasonably consolidated manner of the operational, quality, safety, documentation, confidentiality and data protection rules with which CGSAG and its personnel are required to comply.
- 3) Only rules that are reasonably related to activities of CGSAG, proportionate, and duly notified in advance shall be binding on CGSAG, unless mandatory law provides otherwise.
- 4) CGSAG shall ensure that its personnel comply with such duly notified and applicable Hospital rules.

§ 9 B2B Cooperation – Allocation of responsibilities (Customer / Hospital / CGSAG)

- 1) CGSAG (and its healthcare professionals) is responsible for Global Services (including medical / professional services) performed by CGSAG under the applicable Contractual Model.
- 2) The Hospital remains responsible for hospital-side services and its operational sphere (e.g., accommodation, nursing, hospital infrastructure and organisation), unless expressly agreed otherwise in writing.

§ 10 B2B Cooperation – Liability allocation and hold harmless (CGSAG–Hospital)

- 1) Each of CGSAG and the Hospital is responsible for, and shall hold harmless the other party from, third-party claims to the extent arising from that party's own sphere of responsibility, unlawful conduct or breach of its obligations.
- 2) Nothing herein limits mandatory liability rules that apply by law.

Schedule 3 – Specific Terms CPAG / cereneo Prevention

§ 1 Scope of Services / Service categories

- 1) CPAG provides Services in accordance with these GTC, including in particular Healthcare Services and Hospitality Services.
- 2) The main body of these GTC applies to prevention/clinical Services of CPAG mutatis mutandis.
- 3) In deviation of the main body where expressly stated in these CPAG Specific Terms, the following provisions apply to Hospitality Services provided by CPAG, as defined in § 1 of the GTC.

§ 2 Customer status

- 1) Customers of CPAG may receive Hospitality Services, prevention/longevity services and/or Healthcare Services. A Customer qualifies as a Patient only to the extent CPAG provides Healthcare Services to that Customer.
- 2) Where a Customer receives only Hospitality Services and/or non-medical prevention/longevity Services, the Customer is not a Patient. In such cases, the Hospitality Services provisions of this Schedule 3 apply primarily, and any medical-treatment-specific provisions of the main body apply only if and to the extent they are relevant.
- 3) The applicable contractual model (including whether Services are bundled or billed separately) is determined by the reservation confirmation and/or the Treatment Contract, consistent with § 2 of the main body (order of precedence).

§ 3 Contract conclusion

- 1) A Hospitality Services contract is concluded upon CPAG's written or electronic confirmation of the reservation (reservation confirmation).
- 2) Any Specific Terms confirmed in the reservation confirmation (e.g., rates, inclusions, minimum stay, cancellation policy) take precedence over these CPAG Specific Terms for Hospitality Services.

§ 4 Prices, taxes, payment and deposit

- 1) Prices for Hospitality Services are as set out in the reservation confirmation. Unless expressly stated otherwise, prices are per room/unit and per night (as applicable).
- 2) Hospitality Services may be subject to value-added tax (VAT) and local charges (e.g., visitor's tax), which will be charged as applicable.
- 3) CPAG may require advance payment and/or a security deposit. CPAG is entitled to set off the deposit against any claims arising out of the Hospitality Services contract (in particular for damage, extraordinary cleaning, missing inventory, breaches of house rules, or other contractual violations).
- 4) Unless otherwise agreed, Hospitality Services invoices are payable within the payment deadline stated on the invoice or reservation confirmation.

§ 5 Check-in / check-out; condition of rooms; damage

- 1) Check-in and check-out times are as communicated in the reservation confirmation or house rules. Early check-in / late check-out is subject to availability and may be charged.
- 2) The Customer shall promptly notify CPAG of any defects, damage or discrepancies upon arrival. Failing such notice, the accommodation shall be deemed to have been handed over in proper condition.
- 3) The Customer shall return the accommodation in orderly condition. The Customer is liable for damage, extraordinary cleaning and missing inventory caused by the Customer or Accompanying Persons.

§ 6 Cancellation and early departure

- 1) Unless otherwise stipulated in the reservation confirmation, the following applies to cancellations of Hospitality Services:
 - (a) cancellation received by CPAG up to [21] days prior to arrival: no cancellation fee;
 - (b) cancellation received by CPAG [8] to [21] days prior to arrival: [50]% of the booked price;
 - (c) cancellation received by CPAG [7] days or less prior to arrival or no-show: [100]% of the booked price.
- 2) If the Customer departs early, the price for booked Hospitality Services remains owed and no reimbursement is granted for unused nights, unless mandatory law provides otherwise.
- 3) CPAG may apply different cancellation terms for specific offers, which will be stated in the reservation confirmation.

§ 7 House rules and conduct

- 1) The Customer undertakes to use the accommodation and facilities carefully and to comply with CPAG's house rules and reasonable instructions.
- 2) The accommodation may only be used for lodging purposes. Subletting and use for other purposes is prohibited unless CPAG agrees in writing.
- 3) The Customer shall ensure that occupancy does not exceed the confirmed number of persons.
- 4) CPAG may prohibit pets and smoking in designated areas. In the event of a breach, CPAG may charge an appropriate fee (including for cleaning) and may set off such fee against any deposit.
- 5) In case of material breaches of these rules or behaviour endangering safety or operations, CPAG may terminate the Hospitality Services contract with immediate effect and without compensation.

§ 8 Third-Party Services

- 1) Certain providers of Third-Party Services may operate independently on CPAG premises under a rental or usage arrangement. Although such providers may be located within the same building and may offer services to CPAG Customers, they act exclusively in their own name and on their own account. Their services are not attributable to CPAG, do not form part of Services rendered by CPAG, and are

rendered under a separate contractual relationship between the Customer and the respective provider.

- 2) If the Customer asks CPAG to arrange appointments with such independent providers for Third-Party Services, the Customer authorizes CPAG to transmit the personal data necessary for the booking and coordination of the requested services. Such data transmission occurs solely on the basis of the Customer's instructions and consent.

§ 9 Liability

- 1) The Customer shall promptly notify CPAG of any defects or service disruptions. CPAG will endeavour to remedy defects within a reasonable time. If the Customer fails to notify defects promptly, any right to a reduction of the price may lapse to the extent permitted by law.
- 2) CPAG's liability for Hospitality Services is excluded to the extent permitted by law and, where permitted, is limited to intent and gross negligence. Mandatory statutory liability (including for items entrusted to CPAG where applicable) remains reserved.
- 3) CPAG is not responsible for loss of valuables unless they were specifically deposited with CPAG for safekeeping in accordance with CPAG's procedures.

§ 10 Billing transparency and confidentiality

- 1) Unless the Customer instructs otherwise in writing, CPAG may issue separate invoices (or separate invoice sections) for (i) Hospitality Services and (ii) medical/prevention services. Where a third party (including an Accompanying Person) requests or receives an invoice copy, CPAG may redact medical/prevention service details unless the Customer has consented to disclosure.
- 2) The Customer is responsible for informing CPAG, at the latest at check-in / prior to invoicing, if the Customer requires separate billing addresses and/or separate invoice recipients for Hospitality Services and medical/prevention services.

§ 11 Use of Software Applications and AI for medical/prevention services

- 1) Deviating from § 11 and § 13 of the main body, CPAG may use software and AI applications for medical and preventive services, provided that CPAG, rather than the software manufacturer, is the contractual party to the Customer. This applies, for example, when third-party software is used under a white-label agreement. The following provisions govern these situations.
- 2) In connection with CPAG's prevention / longevity services, CPAG may provide access to and use of digital health applications and related cloud platforms as well as any other software applications (the "Software Applications"). The Software Applications are powered by third-party technology licensed by CPAG and may incorporate proprietary artificial intelligence features.
- 3) The Customer acknowledges that the contractual relationship for the use of such Software Applications is between the Customer and CPAG. The Customer does not enter into a direct use contract with the technology providers unless CPAG expressly indicates otherwise in writing.

- 4) To the maximum extent permitted by applicable law, CPAG provides the Software Applications on an "as-is" and "as-available" basis and does not warrant uninterrupted, error-free or secure operation. CPAG does not provide any representations, conditions or warranties regarding the Software Applications other than those expressly set out in the Treatment Contract and these GTC. Any implied warranties (including merchantability, fitness for a particular purpose, availability, reliability and non-infringement) are excluded to the extent permitted by law.
- 5) The Customer acknowledges that (i) the underlying design, development and operation of the Software Applications are not under CPAG's direct control and (ii) performance may be affected by third-party networks, internet connectivity, app stores, cloud infrastructure or other factors outside CPAG's reasonable control. CPAG will use commercially reasonable efforts to (a) provide access to the Software Applications as part of its services and (b) coordinate remediation of material defects or disruptions within a reasonable time (including by implementing workarounds where available). Except for the foregoing, CPAG does not assume responsibility for the technical performance of the underlying platform components.
- 6) The liability of CPAG, its organs, employees and auxiliary persons or of an affiliated undertaking and its organs, employees and auxiliary persons of the latter under any legal title is limited to the amount effectively indemnified by CPAG's insurance (plus deductible according to the insurance policy). Any further liability is explicitly excluded. Upon request, CPAG shall inform the Customer about the applicable insurance protection. Should there be no insurance indemnification available in a specific case (especially because of a respective exclusion in CPAG's professional liability indemnity insurance contract), CPAG's liability is limited to gross negligence and willful misconduct. Furthermore, in this case CPAG's liability is limited to direct damages (indemnification for indirect damage and consequential loss is excluded) and the maximum amount of CPAG's liability will be the costs for treatment and accommodation that have been invoiced to the Customer and actually been paid.
- 7) The Customer acknowledges that the Software Applications support CPAG's services but does not replace medical or professional judgment. CPAG remains responsible for its own clinical/prevention services where applicable; however, CPAG does not assume responsibility for the development, underlying design or operation of the Software Applications.
- 8) The Software Applications may depend on internet-based communications facilities and third-party services (e.g., app stores, networks, cloud hosting). CPAG does not guarantee minimum performance levels where dependent on such third-party facilities, and content/data transmitted via such facilities may be subject to inherent limitations.