

## BoD Mandate Contract

between

Sir Harold Johnson, 65-73 Shaftesbury Ave, London W1D 6EX

The Client

and

Dr. Paul Meier, Gerechtigkeitsgasse 2, 8001 Zurich, Switzerland

The Agent

regarding

**Mustergesellschaft AG**, Börsenplatz 2, 8001 Zurich

### 1. Mandate

On (date), the Agent was elected by the General Assembly of the Company to serve as a member of the Board of Directors for a term of X years.

The Agent is prepared to accept election as a member of the Board of Directors of Muster AG (hereinafter referred to as the "Company") in accordance with the terms and conditions of this Mandate Agreement.

The mandate is limited to serving as a member of the Board of Directors. Any additional activities for the Company, such as advisory services, accounting, tax advising and domiciliation, etc. must be specified in separate mandates.

## 2. Competencies and information

In its role as a member of the Board of Directors, the Agent receives individual signature authority (joint signature authority with another authorised signatory). This will be entered in the commercial register.

The Client undertakes to do all it can to allow the Agent to meet the statutory duty of care in carrying out the mandate. In particular, the Client will guarantee that the Agent is able to view its business records at all times.

In addition, the conditions specified in Annex 1 also apply for the continuation and implementation of this Mandate Agreement.

## 3. Instructions

The Agent undertakes to carry out the mandate in accordance with the Client's instructions as defined in the Mandate Agreement or the instructions issued by the Client or an authorised agent designated by the latter in accordance with Annex 2.

These instructions are binding provided they do not contravene the law, the Articles of Association or public morals and provided they are compatible with the Agent's business principles and code of conduct and the interests of the Company.

In the event of contradictory instructions, the most recently received instructions shall apply for the Agent.

Instructions from the Client received by the Agent may be issued via email, social media platforms, fax, telephone or letter and carried out immediately without prior written confirmation until they are revoked in writing. Instructions received by telephone or verbally must subsequently be confirmed by the Agent in writing. The Client agrees that all such executed instructions are binding on it. It releases the Agent from any and all liability for damages that arise from such transmission methods, in particular, as a result of transmission errors or instructions that are carried out twice.

The Client must issue instructions to the Agent in a manner that enables them to be carried out during normal business hours.

If no instructions are issued, the Agent may act at its discretion, whereby the interests of the Company must take priority.

## 4. Confidentiality

The Agent undertakes to maintain the confidentiality of this Mandate Agreement with respect to all other parties, in particular, the identity of the Client, to the extent permitted by law.

The Client can release the Agent from this obligation by means of a written declaration.

If necessary, the Agent may disclose this Mandate Agreement to the tax administration or other government agencies in order to disclose its role as the Agent. The Client undertakes to provide all further documents upon request.

## **5. Liability and insurance**

The Client irrevocably undertakes, for the entire duration of the mandate as well as after it ends, to hold the Agent harmless for any and all claims for damages, private and public claims, and legal expenses and attorney fees asserted against it in its capacity as a member of the Board of Directors, unless the Agent caused the damages intentionally or through gross negligence.

If the Agent is threatened with a claim for liability, it may demand that the Client provide it with a guarantee for the prospective costs, litigation fees and legal expenses.

The Client expressly acknowledges that the Company has concluded directors' and officers' liability insurance (D&O policy) in the amount of CHF 5 million with a subsequent term of ten years and that it consents to this.

## **6. Management fee**

As a member of the Board of Directors, the Agent receives an annual management fee of CHF ... net from the Company, with the first payment due on DD.MM.YYYY (on a pro rata basis). The invoice may be submitted via a legal entity.

In addition, the Agent is entitled to submit separate invoices for special expenses incurred in connection with the Board of Directors mandate (such as travel expenses, etc.) to the Client based on the time spent and at standard hourly rates.

Upon presentation of the corresponding receipts, the Agent will be reimbursed for any expenses incurred as a result of the mandate.

## **7. Meeting the company's obligations**

The Client undertakes to ensure that the Company has a current account balance or other easily realisable assets at a Swiss bank that enable it to meet its ongoing obligations for the entire duration of this Agreement (social insurance contributions, taxes, audit fees, rent, etc.).

The Client is aware that the Company may, under circumstances, be obliged by the competent tax authorities to secure all types of tax obligations.

In the event of capital losses or over-indebtedness, the Client undertakes, upon first request, to provide the necessary resources to the Company. If the Client does not meet this obligation, the Agent will be entitled to deposit the balance with a judge.

## 8. Termination

This Agreement may be terminated by either party without adhering to a notice period by submitting a registered letter (for the sake of documentary proof).

The Agent undertakes to step down from the mandate at any time at the request of the Client. Conversely, it is entitled at all times to resign as a member of the Board of Directors of the Company.

If the Agreement is terminated, the Client must take the necessary measures within a period of one month. In particular, it must discharge the Agent and submit notice of the termination to the commercial register office.

## 9. Final provisions

Annexes 1 and 2 are an integral component of this Agreement.

Any amendments or additions to the Agreement will only be valid if made in writing.

Two copies of this Agreement have been prepared. The contractual parties will each receive a signed copy.

## 10. Applicable law and place of jurisdiction

The parties agree that the place of jurisdiction for all disputes arising from this Agreement is Zug.

This Mandate Agreement is subject exclusively to Swiss law.

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Place, date

Zurich, date

The Client:

The Agent: