ADIVERA

VENTURES

ADIVERA VENTURES

Terms of Introduction

Version October 2026

EFFECTIVE	1 October 2026
ROLE	Broker of introduction under Art. 412 CO
SCOPE	Opportunities presented on adivera.ventures
LAW	Swiss law · Place of jurisdiction Zurich

Opportunities, unlisted.

Terms of Introduction

These Terms of Introduction apply from 1 October 2026 to all Opportunities presented under the name Adivera Ventures on adivera.ventures. Adivera Ventures is a division of Adivera AG and not a separate legal entity.

LANGUAGE / GOVERNING VERSION

This English text is a translation provided for convenience. The German version of this document is the legally binding one. In the event of any discrepancy or dispute regarding interpretation, the German version prevails.

1 Scope

These Terms of Introduction govern the relationship between interested parties (the «Interested Party») and Adivera AG, Dufourstrasse 49, 8008 Zurich, Switzerland («Adivera») in connection with the opportunities presented under the name «Adivera Ventures» on adivera.ventures (the «Opportunities»). Adivera Ventures is a division of Adivera AG and not a separate legal entity.

These Terms apply to every enquiry regarding an Opportunity, to the receipt of documentation and to every introduction made by Adivera. They supplement any individually signed Non-Circumvention and Non-Disclosure Agreement (clause 5); in case of conflict the signed agreement prevails. Services of the Adivera Software division are governed by the General Terms and Conditions of Adivera AG.

2 Definitions

Opportunity: an occasion presented by Adivera under a reference (AV-YYYY-NNN) to acquire an asset, to participate in a company or to enter into a sponsorship or patronage engagement.

Principal: the party that has mandated Adivera or a Partner to identify interested parties, usually the seller or owner.

Partner: a third party handling an Opportunity on behalf of the Principal, in particular a broker, agent or adviser holding the authorisation required at the location of the asset.

Exposé: the complete documentation of an Opportunity beyond the information publicly available on adivera.ventures.

3 Adivera's Role

3.1 Adivera acts as an introducing broker (Nachweismäkler) within the meaning of Art. 412 para. 1 of the Swiss Code of Obligations. Adivera identifies opportunities and introduces Interested Parties to the Principal or its Partner. Adivera does not negotiate, does not represent any party, gives no assurances and takes no part in the conclusion of the main contract.

3.2 Where an authorisation is required for the brokerage of an asset, the mandate is handled by the licensed Partner; Adivera makes the introduction.

3.3 Adivera provides no investment advice, no legal, tax or wealth advice and no financial service within the meaning of the Swiss Financial Services Act. The presentation of an Opportunity is neither a recommendation nor a statement as to its suitability for any particular Interested Party. Interested Parties assess each Opportunity on their own responsibility and with their own advisers.

3.4 The presentation of an Opportunity is not an offer and not a public offering. Any contract relating to an Opportunity is concluded exclusively between the Interested Party and the Principal. Adivera does not become a party to that contract.

4 Qualification of Interested Parties

4.1 Adivera Ventures addresses professional counterparties: family offices, wealth managers, companies and individuals with demonstrated means. For certain Opportunities, in particular in the fields of art and collectibles, private individuals may also be admitted provided they demonstrate sufficient means.

4.2 Means are sufficient where the Interested Party meets the criteria of a high-net-worth retail client under Art. 5 para. 2 of the Swiss Financial Services Act, or where the Interested Party's means are evidently sufficient in relation to the Opportunity.

4.3 Access to Adivera Ventures is generally by introduction. Before an Exposé is released, Interested Parties confirm their identity, their qualification under clauses 4.1 and 4.2 and the source of their introduction in a self-declaration. For Opportunities in real estate, yachts and company participations Adivera may additionally request proof of funds; this is customary and may be provided by the Interested Party's bank or adviser in a form of their choosing. Institutional Interested Parties identify themselves by company details and an extract from the commercial register.

4.4 Adivera is free to decline any Interested Party without stating reasons.

5 Confidentiality

5.1 All information on an Opportunity beyond the publicly available details — in particular the Exposé, the identity of the Principal, location, key figures and documents — is confidential. It is released only upon signature of a mandate-specific Non-Circumvention and Non-Disclosure Agreement («NCNDA»).

5.2 Interested Parties use confidential information solely to assess the relevant Opportunity and disclose it only to their advisers bound by confidentiality. The duty of confidentiality survives the end of their interest.

6 Non-Circumvention

6.1 For 24 months from the date Adivera identifies an Opportunity to them, Interested Parties undertake not to negotiate or conclude, directly or indirectly, themselves or through third parties, with the Principal, the Partner or their representatives regarding that Opportunity without the involvement of Adivera.

6.2 Where a contract regarding the Opportunity is concluded within this period between the Interested Party or a related person and the Principal, the conclusion is deemed to result from Adivera's introduction. Details, including the consequences of a breach, are set out in the NCNDA.

7 Remuneration

7.1 The commission for the introduction is as a rule owed by the Principal. Interested Parties owe Adivera no remuneration for the presentation of an Opportunity, the release of an Exposé or the introduction, unless expressly agreed otherwise in an individual case.

7.2 Where an Interested Party mandates Adivera separately, for instance to search for a specific opportunity, scope and remuneration are governed by a separate agreement.

8 No Client Funds

Adivera accepts no client funds, holds no escrow accounts and forwards no payments. All payments relating to an Opportunity — in particular deposits, reservation amounts and purchase prices — are made exclusively between the parties directly or through third parties designated by them, such as a notary, bank or escrow agent.

9 Information on Opportunities

9.1 Information on an Opportunity originates from the Principal or the Partner. Adivera passes it on in good faith but does not verify it and gives no warranty as to its accuracy, completeness or currency. Only the characteristics warranted by the Principal in the main contract are authoritative.

9.2 All information, in particular prices, key figures and availability, may change without notice. The Principal remains free to withdraw an Opportunity or to place it elsewhere at any time; prior sale and error are reserved.

9.3 Adivera is not obliged to continue presenting any Opportunity or to name any particular Interested Party to a Principal.

10 Liability

10.1 Adivera is liable for damage arising from a breach of these Terms only in cases of intent or gross negligence. Liability for slight negligence, for auxiliary persons and for indirect and consequential damage — in particular lost profit, lost investment opportunities and third-party claims — is excluded to the extent permitted by law. Mandatory statutory liability remains reserved.

10.2 Adivera is not liable for acts, omissions or information of the Principal, the Partner or other third parties, nor for the conclusion, content or performance of any main contract.

11 Data Protection

Adivera processes personal data of Interested Parties in accordance with the Privacy Policy of Adivera AG available on adivera.ventures. It governs in particular the processing of qualification evidence and the disclosure of Interested Party data to Principals and Partners.

12 Amendments

Adivera may amend these Terms at any time. The version published on adivera.ventures at the time of the enquiry regarding an Opportunity applies. For NCNDAs already signed, the version referenced therein applies.

13 Severability

Should individual provisions of these Terms be invalid, the validity of the remaining provisions is unaffected. The invalid provision shall be replaced by a valid one that comes as close as possible to its economic and legal purpose.

14 Governing Law, Jurisdiction, Language Versions

14.1 These Terms and all legal relations between Interested Parties and Adivera are governed by Swiss law, excluding its conflict-of-law rules. The exclusive place of jurisdiction is Zurich. Adivera may also bring proceedings against Interested Parties at their seat or domicile.

14.2 The German version is legally binding. The English, French and Italian versions are provided for information; in case of discrepancy the German version prevails.

Zurich, 1 October 2026

Adivera AG