

## Commission Agreement

between MSM Investorenvereinigung, Garnmarkt 10, 8400 Winterthur  
and \_\_\_\_\_

**MSM**  
**Company**

The company has approached MSM for assistance with its financing.

The parties agree on what follows:

1. The company allows MSM to forward all or part of the information received, in particular the name and contact information of the contact person responsible at the company to ("recipient"; please mark a cross)
  - individual or all members
  - additionally the MSM Blog and/or its entire mailing list

The second option is only available for offers that are allowed to be placed publicly, namely shares of operationally active Swiss companies (but not e.g. loans, GmbH shares or collective investment schemes).

2. If a member of the MSM or an investor referred by a member invests equity or debt capital in the company, the company pays MSM 3% of the amount received by the company. This applies to all financing that is made or agreed upon within three years after the date hereof.
3. The company hereby assigns this 3% of its possible claim for financing to MSM, and MSM is entitled to inform the recipients of this assignment in advance. The Agent is authorised to notify the Buyer about this transfer.
4. MSM is free to decide whether and to whom the information is forwarded and is not liable for
  - the success of the search for investors;
  - the confidentiality of information provided by the company;
  - characteristics or behaviour of its members or other recipients
5. For appropriate fees (which in selected cases can be partly paid in shares or the like), the MSM Group offers additional services such as legal advice, business planning, company formation, trademark/design registration and administration, company valuation, placement documentation, support in contract negotiations, transactions and capital market presence, accounting, domicile, office space and secretarial services. Rights and obligations arising from such services shall only arise after prior written agreement.
6. Substantive Swiss law shall govern this Agreement. Place of performance, exclusive jurisdiction for all types of proceedings and place of debt collection is Winterthur, Switzerland.
7. Either party can terminate it at any time with immediate effect. Commissions and fees for services rendered remain due, even if the success only occurs after the termination of the agreement.

Winterthur, \_\_\_\_\_

MSM

Company

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