



neon Switzerland AG – General Terms and Conditions Investor portal

Version 1.0

Neon Switzerland AG, with the registered office at Badenerstrasse 557, 8048 Zurich („neon“) operates the Investor portal under www.neon-free.ch/crowdinvesting („Investor portal“) for the purpose of its capital increase.

1. Scope

With the use of the investor portal, the user and neon conclude a user contract, which shall be exclusively governed through the forth following general terms and conditions (referred to as «GTC» hereafter).

2. Registration

In order to be able to fully use the investors portal, a registration with truthful representation of requested personal data of the user is required. Natural persons may register, if they are at least 18 years old, are not unable to act, incapacitated, insolvent or unable to pay their debt, and are able to conclude legally binding contracts. Multiple registrations are not permitted. There is no entitlement for registration or usage of the investor portal. Neon may decline a user at any time, without providing any reason. Moreover, under consideration of article 5 of the GTC, neon may terminate the contract for the usage of the investor portal, without prior notice.

Users may only use the investor portal in their own name and for their own account. The registration may only be performed in the users own name and may not be transferred to anyone else.

Following the registration, neon will send a registration email to users. By clicking the link provided, the email address is confirmed and the registration is complete. Following the conclusion of the contract, users may see and change their personal data on the investor portal at any time.

It is not permitted to register under the provision of willfully wrong data. Such behaviour may lead to the exclusion of the user from the investor portal. Neon may delete registrations based on one-time-email addresses (disposable email addresses) at any time without prior notice.

Users agree to ensure, that for the duration of the usage of the investor portal all provided personal data is accurate, has been truthfully provided and is up to date.

Users of the investor portal can choose a password for their account upon registration. Users are obliged to ensure, that the password and login data are not available to third parties. Exclusively the user is responsible for the entirety of all actions taken through the user's account. Should the account be found related to any violation of these GTC, indications for misuse or should third parties have gained access to the account, the user is obliged to immediately notify neon thereof. Users will never be asked for their password by neon, neither by email nor by telephone.

3. Usage of the investor portal

neon provides users with the option to get information regarding the impending capital increase for the year 2022 and if potential investors are interested, to provide an offer for the subscription of non-voting shares (for the avoidance of doubt: participation certificates according to article 656 a of the Swiss code of obligations). neon is not obliged to accept the offer for the

subscription at all and explicitly reserves the right to decline any such offer without providing any reason.

The information available on the investor portal or any material provided in the context is solely for the purpose of information and is no solicitation for making an offer for the subscription of securities in general.

A user is only permitted to provide an offer for the subscription of non-voting shares (participation certificates) of neon, if the user is domiciled in Switzerland exclusively (no c/o address) and is not a US person, not a citizen or has their domicile in any geographic region that is subject to sanctions or embargos from the UN-, US-, EU, Swiss, or any other sovereign country. Moreover, users may not be politically exposed persons (PEP) or be related to any such.

Citizens of the forth following countries are also banned from subscribing to any neon shares: Afghanistan, Burundi; Central African Republic, Cuba, Democratic Republic of Kongo; Eritrea; Ethiopia; Iran; Iraq; Laos; Libyan-arabian Dschamahirija, Myanmar; Corea (North corea); occupied Palestininan Terrotiries; Pakistan; Somalia.

Users are not allowed to provide or disclose any information regarding this investor portal and / or material provided through it to citizens or residents of the United States of America.

The use of the investor portal is free for the users.

Any kind of commentary, information and documents made on the investor portal or the blog in violation of law, including but not limited to; racist, pornographic, offending, or else inappropriate or ill-mannered comments are not permitted. Breaches against this provision may result in a criminal charge against the respective user, may result in the deletion of the respective post and may result in the immediate suspension of the respective user including a ban on their further use of the investor portal.

neon has the right, to change the offer for users on the investor portal at any time, should this become necessary for any important reason.

4. Privacy protection

neon will only process personal data of users within the legal and contractual frame. Our privacy policy for the investor portal provides more information there on, which users may read.

5. Liability

As far as legally permitted, any liability of neon for direct and indirect, material and immaterial damages, as well as consequential damages of any sort (such as forgone profit, suffered losses, cost of any sort), incurred based on the access or usage of the investor portal, an investment, or any use of the information provided through the investor portal, such as documents, files, or other content, or the failure of an achievement or execution of a transaction, are explicitly excluded.

neon is not liable for any action, or lack thereof, of third parties, which neon may engage for providing services through the investor portal.

neon is not liable for any damages, whatsoever, incurred by users or third parties, due to the behavior of other users related to the wrong, incorrect, faulty, inappropriate, or abusive use of the investor portal or due to usage that is not permitted by these GTC.

Each and any investment is in the sole discretion of the respective investor who bears the full responsibility and the entirety of the risk



associated with it. neon cannot be held liable for any sort of damage in relation with an investment or an investment decision of the respective investor, indifferently of the nature, be it financial or other.

neon is only liable for damages arising from a culpable breach related to gross negligence or a willful breach of duties stipulated by these GTC. All other causes for liability are herewith explicitly excluded.

This limitation of liability is also applicable in case of fault-based liability of auxiliary persons and personal liability of employees, representatives, and organs of neon.

neon is not liable for any content that is provided through other linked websites. Should any of the linked websites contain questionable or illegal content, we ask for immediate information thereof, as to enable an immediate deletion of the respective link. If users leave the investor portal by following a link to an external website, data such as the internet identity (IP address, operating system, browser in use) may be collected and disclosed.

neon does not have any influence upon any such data collection and processing through any of these websites, such as facebook or Twitter for example. Users of the investor portal are advised to read the GTC of the respective website providers.

6. Duration and Termination

The accepted GTC are valid for the time of the usage of the investor portal until the capital increase 2022 has been concluded by neon. Once concluded, the investor portal will be decommissioned with no further usage possible.

The right to terminate the contract extraordinarily due to good cause is not impacted.

Any legally bindingly concluded capital subscriptions remain in force, independently of a termination of the contract for the investor portal.

7. Availability of the Investor Portal

neon aspires within the technically and economically reasonable effort, to assure availability of the investor portal at all times. There is no entitlement to the permanent availability however, due to technical reasons. Especially service, safety and capacity as well

as events outside of neon's control may lead to temporary unavailability of the investor portal and services associated with it.

Moreover, availability may also be impaired due to preconditions from the user, such as a lack of adequate technical equipment, insufficient internet connection of the access provider, and similar.

neon is always and at any time entitled to restrict the investor portal or services provided through it, should this be necessary due to reasons of capacity, safety, or for the execution of other technical measures or similar reason.

8. final provisions

Neon has the right to change these GTC at any time and without the provision of any reasons with prospective but immediate effect.

These GTC and the legal relation between neon and users is subject to Swiss law.

9. Severability

All legal relationships between the customer and neon are subject to Swiss substantive law. Zurich shall be the ordinary place of jurisdiction and performance, insofar as mandatory domestic and foreign statutory provisions permit. neon shall, however, have the right to sue the customer at the competent court of his or her place of residence.

Should individual provisions of these GTC be or become ineffective and/or contradict the statutory provisions, this shall not affect the effectiveness of the remaining GTC. The ineffective provision shall be replaced by mutual agreement between the parties with a provision which comes closest to the economic purpose of the ineffective provision in a legally effective manner. The foregoing provision shall apply mutatis mutandis in the event of loopholes.

10. Applicable law and place of jurisdiction

All of the customer's legal relationships with neon are subject to Swiss substantive law. Zurich is the ordinary place of jurisdiction and place of performance, provided that mandatory national and international regulations permit this. However, neon has the right to take legal action against the customer at another competent court.