

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM 6-K**

---

**Report of Foreign Private Issuer  
Pursuant to Rule 13a-16 or 15d-16  
Under the Securities Exchange Act of 1934**

**For the month of October 2022**

**Commission File Number 001-40316**

---

**VECTIVBIO HOLDING AG**

(Exact name of registrant as specified in its charter)

---

**Aeschenvorstadt 36  
4051 Basel  
Switzerland**  
(Address of principal executive offices)

---

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F       Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

---

---

### ***Underwriting Agreement***

On October 13, 2022, VectivBio Holding AG (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with Jefferies LLC, SVB Securities LLC and Piper Sandler & Co., as representatives of the several underwriters named therein (the “Underwriters”), relating to the issuance and sale in an underwritten offering (the “Offering”) by the Company of 16,700,000 ordinary shares of the Company, with a nominal value CHF 0.05 per share (the “Shares”), at an offering price of \$7.50 per share. Gross proceeds, before deducting underwriting discounts and commissions and other offering expenses, from the Offering are expected to be \$125.25 million. The Shares in the Offering were offered pursuant to a registration statement on Form F-3 (File No. 333-264653), which was filed with the U.S. Securities and Exchange Commission (the “SEC”) on May 4, 2022 and declared effective by the SEC on May 12, 2022, as supplemented by a prospectus supplement filed with the SEC on October 14, 2022, pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the “Securities Act”). Jefferies LLC, SVB Securities LLC and Piper Sandler & Co. acted as joint book-running managers for this Offering.

The Underwriting Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and the Underwriters, including for liabilities under the Securities Act, and other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the Underwriting Agreement.

The foregoing summary of the Underwriting Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the Underwriting Agreement, which is filed herewith as Exhibit 1.1 and incorporated herein by reference.

The legal opinion of Homburger AG relating to the legality of the Shares issued in the Offering is filed as Exhibit 5.1 to this report on Form 6-K.

### ***Amended Articles of Association***

On October 17, 2022, in connection with the Offering, the Company amended its Articles of Association (the “Articles of Association”) to account for the Shares issued in the Offering. A copy of the Company’s amended Articles of Association is filed as Exhibit 1.2 to this report on Form 6-K. The foregoing summary of the Company’s amended Articles of Association does not purport to be complete and is subject to, and qualified in its entirety by, the amended Articles of Association, which are filed herewith as Exhibit 1.2 and incorporated herein by reference.

### ***Pricing Press Release***

On October 13, 2022, the Company issued a press release announcing the pricing of the Offering, a copy of which is furnished as Exhibit 99.1 to this report on Form 6-K.

### ***Closing Press Release***

On October 18, 2022, the Company issued a press release announcing the closing of the Offering, a copy of which is furnished as Exhibit 99.2 to this report on Form 6-K.

### ***Incorporation by Reference***

The Company hereby incorporates by reference the information contained in the body of this Report on Form 6-K into the Company’s registration statements on Form S-8 (File No. 333-255524) and Form F-3 (File No. 333-264653) (including any prospectuses forming a part of such registration statements) and deems it to be a part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

---

Exhibits

- 1.1 Underwriting Agreement, dated as of October 13, 2022, by and among the Company and Jefferies LLC, SVB Securities LLC and Piper Sandler & Co.
- 1.2 Articles of Association of the registrant, as amended.
- 5.1 Opinion of Homburger AG.
- 23.1 Consent of Homburger AG (included in Exhibit 5.1).
- 99.1 Press Release dated October 13, 2022, VectivBio Announces Pricing of \$125 Million Underwritten Offering of Ordinary Shares.
- 99.2 Press Release dated October 18, 2022, VectivBio Announces Closing of \$125 Million Underwritten Offering of Ordinary Shares

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

October 18, 2022

**VECTIVBIO HOLDING AG**

By: /s/ Claudia D'Augusta

Claudia D'Augusta

Chief Financial Officer

---

---

VectivBio Holding AG

(a Swiss stock corporation (*Aktiengesellschaft*))

16,700,000 Ordinary Shares

UNDERWRITING AGREEMENT

Dated: October 13, 2022

---

---

VectivBio Holding AG

(a Swiss stock corporation (*Aktiengesellschaft*))

16,700,000 Ordinary Shares

**UNDERWRITING AGREEMENT**

October 13, 2022

Jefferies LLC  
SVB Securities LLC  
Piper Sandler & Co.  
as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

c/o SVB Securities LLC  
1301 6<sup>th</sup> Avenue  
New York, New York 10019

c/o Piper Sandler & Co.  
1251 Avenue of the Americas, 6<sup>th</sup> Floor  
New York, New York 10020

Ladies and Gentlemen:

VectivBio Holding AG, a Swiss stock corporation (*Aktiengesellschaft*) (the “Company”), confirms its agreement with Jefferies LLC (“Jefferies”), SVB Securities LLC (“SVB Securities”) and Piper Sandler & Co. (“Piper Sandler”) and each of the other Underwriters named in Schedule A hereto (collectively, the “Underwriters,” which term shall also include any underwriter substituted as hereinafter provided in Section 13 hereof), for whom Jefferies, SVB Securities and Piper Sandler are acting as representatives (in such capacity, the “Representatives”), with respect to the issuance and sale by the Company and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of registered ordinary shares (collectively, the “Securities”), nominal value CHF 0.05 per share, of the Company (“Ordinary Shares”) set forth in Schedule A hereto .

The Company understands that the Underwriters propose to make a public offering of the Securities as soon as the Representatives deem advisable after this Agreement has been executed and delivered.

The Company has filed with the Securities and Exchange Commission (the “Commission”) a registration statement on Form F-3 (No. 333-264653) covering the public offering and sale of certain securities, including the Securities, under the Securities Act of 1933, as amended (the “1933 Act”), which registration statement became effective on May 12, 2022. Such registration statement, as of any time, means such registration statement as amended by any post-effective amendments thereto to such time, including the exhibits and any schedules thereto at such time, the documents incorporated by reference therein at such time pursuant to Item 6 of Form F-3 under the 1933 Act and the documents otherwise deemed to be a part thereof as of such time pursuant to Rule 430B (“Rule 430B”) under the rules and regulations of the Commission under the 1933 Act (the “1933 Act Regulations”), is referred to herein as the “Registration Statement;” provided, however, that the “Registration Statement” without reference to a time means such registration statement as amended by any post-effective amendments thereto as of the time of the first contract of sale for the Securities, which time shall be considered the “new effective date” of such registration statement with respect to the Securities within the meaning of paragraph (f) (2) of Rule 430B, including the exhibits and schedules thereto as of such time, the documents incorporated or deemed to be incorporated by reference therein at such time pursuant to Item 6 of Form F-3 under the 1933 Act and the documents otherwise deemed to be a part thereof as of such time pursuant to the Rule 430B. Where no preliminary prospectus supplement is filed and distributed to investors in connection with the offering, the “preliminary prospectus” shall be deemed to be the prospectus included in the Registration Statement (and including any documents incorporated therein by reference) as such has been filed with the Commission at the Applicable Time. Promptly after execution and delivery of this Agreement, the Company will prepare and file a final prospectus supplement relating to the Securities in accordance with the provisions of Rule 424(b) (“Rule 424(b)”) of the 1933 Act Regulations. The final prospectus, in the form first furnished to the Underwriters for use in connection with the offering of the Securities, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 6 of Form F-3 under the 1933 Act, is herein called the “Prospectus.” For purposes of this Agreement, all references to the Registration Statement, any preliminary prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system or any successor system (“EDGAR”).

As used in this Agreement:

“Applicable Time” means 7:15 A.M., New York City time, on October 13, 2022 or such other time as agreed by the Company and the Representatives.

“General Disclosure Package” means any Issuer General Use Free Writing Prospectuses issued at or prior to the Applicable Time, the most recent preliminary prospectus (including any documents incorporated or deemed to be incorporated therein by reference) that is distributed to investors prior to the Applicable Time and the information included on Schedule B-1 hereto, all considered together.

“Issuer Free Writing Prospectus” means any “issuer free writing prospectus,” as defined in Rule 433 of the 1933 Act Regulations (“Rule 433”), including without limitation any “free writing prospectus” (as defined in Rule 405 of the 1933 Act Regulations (“Rule 405”)) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a “road show that is a written communication” within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company’s records pursuant to Rule 433(g).

“Issuer General Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors (other than a “*bona fide* electronic road show,” as defined in Rule 433), as evidenced by its being specified in Schedule B-2 hereto.

“Issuer Limited Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

“Testing-the-Waters Communication” means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the 1933 Act.

“Written Testing-the-Waters Communication” means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the 1933 Act.

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” in the Registration Statement, any preliminary prospectus or the Prospectus (or other references of like import) shall include all such financial statements and schedules and other information which is incorporated or deemed to be incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, any preliminary prospectus or the Prospectus, as the case may be, prior to the execution and delivery of this Agreement; and all references in this Agreement to amendments or supplements to the Registration Statement, any preliminary prospectus or the Prospectus shall include the filing of any document under the Securities Exchange Act of 1934, as amended (the “1934 Act”), which is incorporated or deemed to be incorporated by reference in or otherwise deemed by 1933 Act Regulations to be a part of or included in the Registration Statement, such preliminary prospectus or the Prospectus, as the case may be, at or after the execution and delivery of this Agreement.

#### SECTION 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to each Underwriter as of the date hereof, the Applicable Time, the Closing Time (as defined below), and agrees with each Underwriter, as follows:

(i) Registration Statement and Prospectuses. The Company meets the requirements for use of Form F-3 under the 1933 Act. Each of the Registration Statement and any post-effective amendment thereto has become effective under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company’s knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information.

Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective and each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) under the 1933 Act Regulations, the Applicable Time and the Closing Time complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations. Each preliminary prospectus, the Prospectus and any amendment or

supplement thereto, at the time each was filed with the Commission, and, in each case, at the Applicable Time and the Closing Time complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations. The Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

The documents incorporated or deemed to be incorporated by reference in the Registration Statement, any preliminary prospectus and the Prospectus, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the 1934 Act, and the rules and regulations of the Commission under the 1934 Act (the “1934 Act Regulations”).

(ii) Accurate Disclosure. Neither the Registration Statement nor any amendment thereto, at its effective time, on the date hereof, at the Closing Time, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the Applicable Time, none of (A) the General Disclosure Package, (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package and (C) and individual Written Testing-the-Waters Communication, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its issue date, at the time of any filing with the Commission pursuant to Rule 424(b), at the Closing Time, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, at the time the Registration Statement became effective or when such documents incorporated by reference were filed with the Commission, as the case may be, when read together with the other information in the Registration Statement, the General Disclosure Package or the Prospectus, as the case may be, did not and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement (or any amendment thereto), the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the second and third paragraphs under the heading “Underwriting – Price Stabilization, Short Positions and Penalty Bids” contained in the Prospectus (collectively, the “Underwriter Information”).

(iii) Issuer Free Writing Prospectuses. No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated or deemed to be incorporated by reference therein, and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

(iv) Testing-the-Waters Materials. The Company (A) has not engaged in any Testing-the-Waters Communication other than Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the 1933 Act or institutions that are accredited investors within the meaning of Rule 501 under the 1933 Act and (B) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communications other than those listed on Schedule D hereto.

(v) Company Not Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer.

(vi) Emerging Growth Company Status. From the time of the initial filing of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any Person authorized to act on its behalf in any Testing-the-Waters Communication) through the date hereof, the Company has been and is an “emerging growth company,” as defined in Section 2(a) of the 1933 Act (an “Emerging Growth Company”).

(vii) Independent Accountants. Ernst & Young AG which has certified the financial statements and supporting schedules included in the Registration Statement, the General Disclosure Package and the Prospectus is an independent registered public accounting firm as required by the 1933 Act, the 1933 Act Regulations, the 1934 Act, the 1934 Act Regulations and the Public Company Accounting Oversight Board.

(viii) Financial Statements; Non-IFRS Financial Measures. The financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statement of operations, shareholders’ equity and cash flows of the Company and its consolidated Subsidiaries for the periods specified; said financial statements have been prepared in conformity with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly in all material respects in accordance with IFRS the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, the General Disclosure Package and the Prospectus present fairly in all material respects the information shown therein and have been

compiled on a basis consistent with that of the audited financial statements included therein. Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus under the 1933 Act or the 1933 Act Regulations. All disclosures contained in the Registration Statement, the General Disclosure Package or the Prospectus, or incorporated by reference therein, regarding non-IFRS financial measures would comply with Regulation G of the 1934 Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable if such disclosures were “non-GAAP financial measures” (as such term is defined by the rules and regulations of the Commission). The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(ix) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its Subsidiaries considered as one enterprise (a “Material Adverse Effect”), (B) there have been no transactions entered into by the Company or any of its Subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its shares.

(x) Good Standing of the Company. The Company has been duly incorporated and is validly existing as a corporation in good standing (to the extent this concept applies) under the laws of Switzerland and has requisite corporate power and authority to own, lease and operate its properties and conduct its business as now conducted and as described in the Registration Statement, the General Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing (to the extent this concept applies) or other equivalent local law status (if any), as applicable, in each jurisdiction where the ownership or leasing of its properties or the conduct of business requires such qualification, except where the failure to be so qualified or in good standing or other equivalent local law status (if any), as applicable, would not result in a Material Adverse Effect.

(xi) Good Standing of Subsidiaries. Each subsidiary of the Company listed on Schedule E hereto (each, a “Subsidiary” and, collectively, the “Subsidiaries”), which Schedule E represents all of the direct and indirect subsidiaries of the Company, has been duly incorporated or organized, as applicable, and is validly existing and in good standing (to the extent this concept applies) or other equivalent local law status (if any), as applicable, under the laws of the jurisdiction of its incorporation or organization, has requisite corporate or similar power and authority to own, lease and operate its properties and conduct its business as now conducted and as described in the Registration Statement, the General Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing (to the extent this concept applies) or other equivalent local law status (if any), as applicable, in each jurisdiction where the ownership or leasing of its properties or the conduct of business requires such qualification, except where the failure to be so qualified or in good standing, or other equivalent local law status (if any), as applicable, would not result in a Material Adverse Effect. Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, all of the issued and outstanding shares of each

Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company, directly or through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of any Subsidiary were issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only Subsidiaries of the Company as of the completion of the offering are the Subsidiaries listed on Schedule E.

(xii) No Undisclosed Relationships. No relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries, on the one hand, and the directors, officers, shareholders, customers, suppliers or other affiliates of the Company or any of its Subsidiaries, on the other, that is required by the Securities Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents and in the General Disclosure Package.

(xiii) Capitalization. All of the issued and outstanding shares of the Company issued as at the date hereof are as set forth in the Registration Statement, the General Disclosure Package and the Prospectus in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or equity incentive plans referred to in the Registration Statement, the General Disclosure Package and the Prospectus or pursuant to the exercise of convertible securities or options referred to in the Registration Statement, the General Disclosure Package and the Prospectus). All of the issued shares of the Company have been duly authorized and validly issued in compliance with Swiss law and are fully paid and non-assessable. None of the issued shares of the Company were issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(xiv) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(xv) Authorization and Description of Securities. The Securities to be purchased by the Underwriters from the Company will have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement at the Closing Time, and, when issued and delivered by the Company pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued in compliance with Swiss law and fully paid and non-assessable; and the statutory preemptive rights of the existing shareholders of the Company with respect to the issuance of the Securities will have been validly set aside. The Securities conform to all statements relating thereto contained in the Registration Statement, the General Disclosure Package and the Prospectus and such description conforms in all material respects to the rights set forth in the instruments defining the same. No holder of Securities will be subject to personal liability solely by reason of being such a holder.

(xvi) Registration Rights. There are no persons with registration rights or other similar rights to have any securities registered for sale pursuant to the Registration Statement or otherwise registered for sale or sold by the Company under the 1933 Act pursuant to this Agreement, other than those rights that have been disclosed in the Registration Statement, the General Disclosure Package and the Prospectus and have been satisfied or waived.

(xvii) Absence of Violations, Defaults and Conflicts. Neither the Company nor any of its Subsidiaries is (A) in violation of its articles of association (or similar organizational document), in force as at the date hereof or as expected to be in force immediately following the offering (B) in breach, default or violation of any of the terms or provisions of any agreement, covenant or

condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument, as applicable, to which the Company or any of its Subsidiaries is a party, or to which any of their respective properties or assets are subject (collectively, “Agreements and Instruments”), or (C) in violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its Subsidiaries or any of their respective properties, assets or operations (each, a “Governmental Entity”), except, in the case of (B) and (C), for any such violation which would not, individually or in the aggregate, result in a Material Adverse Effect. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and in the Registration Statement, the General Disclosure Package and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption “Use of Proceeds”) and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any of its Subsidiaries pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, individually or in the aggregate, result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the articles of association or similar organizational document of the Company or any of its Subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity. As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its Subsidiaries.

(xviii) Absence of Labor Dispute. To the knowledge of the Company, there is no strike, labor dispute, slowdown or work stoppage by the employees of any of its or any Subsidiary’s principal suppliers, manufacturers or contractors that is existing or imminent, which, in either case, would result in a Material Adverse Effect.

(xix) Absence of Proceedings. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity (including, without limitation, the U.S. Food and Drug Administration (the “FDA”), the Department of Justice (“DOJ”) or the European Medicines Agency (“EMA”)) now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its Subsidiaries, which might result in a Material Adverse Effect, or which might materially and adversely affect their respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; and the aggregate of all pending legal or governmental proceedings to which the Company or any such Subsidiary is a party, as applicable, or of which any of their respective properties or assets is the subject which are not described in the Registration Statement, the General Disclosure Package and the Prospectus, could not result in a Material Adverse Effect.

(xx) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement, the General Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(xxi) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except (A) such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the rules of the Nasdaq Global Market, state securities laws or the rules of FINRA and (B) the filing and registration of the Capital Increase (as defined in Section 3(a)(i)) in the Commercial Register of the Canton of Basel-Stadt.

(xxii) Possession of Licenses and Permits. Each of the Company and its Subsidiaries possess such licenses, permits, exemptions, clearances, registrations, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate Governmental Entities (including, without limitation, the FDA or the EMA) necessary to conduct the business now operated by them, except where the failure so to possess would not, individually or in the aggregate, result in a Material Adverse Effect. To the knowledge of the Company and its Subsidiaries, each of the Company and its Subsidiaries are and have been in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, individually or in the aggregate, result in a Material Adverse Effect. The Company and its Subsidiaries have fulfilled and performed all of their material obligations with respect to such Governmental Licenses, and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any other material impairment of the rights of the holder of any such Governmental Licenses. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(xxiii) Title to Property. Each of the Company and its Subsidiaries has good and marketable title to all real property owned by them and good title to all other properties owned by them, as applicable, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the Registration Statement, the General Disclosure Package and the Prospectus or (B) do not, individually or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or any of its Subsidiaries; and all of the leases and subleases, as applicable, material to the business of the Company and its Subsidiaries, considered as one enterprise, and under which the Company or any of its Subsidiaries holds properties described in the Registration Statement, the General Disclosure Package or the Prospectus, are in full force and effect, and to the knowledge of the Company or any of its Subsidiaries, neither the Company nor any such Subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any such Subsidiary under any of the material leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxiv) Possession of Intellectual Property. The Company and its Subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, trademarks, service marks, trade names, copyrights, (including all applications and registrations relating to any of the foregoing), inventions, licenses, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), or other intellectual property described in the Registration Statement, the General Disclosure Package and the Prospectus as being owned or licensed by the Company or its Subsidiaries or which are necessary for the conduct of the Company's business as currently conducted or as currently proposed to be conducted as described in the Registration Statement, the General Disclosure Package and the Prospectus (collectively, "Intellectual Property"). Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, to the Company's knowledge (i) there are no unreleased liens or security interests which have been filed against any of the Intellectual Property owned by the Company; (ii) there are no third parties who have rights to any Intellectual Property, except for customary reversionary rights of third-party licensors with respect to Intellectual Property that is disclosed in the Registration Statement, General Disclosure Package and Prospectus as licensed to the Company, and the Company has taken all reasonable steps necessary to secure its interests in the Intellectual Property from its employees and contractors; (iii) there is no infringement, misappropriation or violation by third parties of any Intellectual Property; (iv) the Company is not infringing, misappropriating or violating the intellectual property rights of third parties; (v) the Company is the sole owner of the Intellectual Property owned by it and has the valid right to use such Intellectual Property; and (vi) no employee of the Company is in or has been in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company. There is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others: (A) challenging the Company's rights in or to any Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim; (B) challenging the validity, enforceability or scope of any Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim; or (C) asserting that either the Company infringes or otherwise violates, or would, upon the commercialization of any product described in the Registration Statement, General Disclosure Package, and Prospectus as under development, infringe, misappropriate or violate, any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim. To the knowledge of the Company, the Company has complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company, and all such agreements are in full force and effect.

(xxv) Environmental Laws. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus or would not, individually or in the aggregate, result in a Material Adverse Effect, (A) to the knowledge of the Company, neither the Company nor any of its Subsidiaries is in violation of any applicable federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous

Materials”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “Environmental Laws”), (B) the Company and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings relating to any Environmental Law against the Company or any of its Subsidiaries and (D) to the knowledge of the Company, there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Company or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xxvi) Accounting Controls and Disclosure Controls. The Company and its Subsidiaries, on a consolidated basis, maintain effective internal control over financial reporting (as defined under Rule 13-a15 and 15d-15 under the 1934 Act Regulations) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of consolidated financial statements in conformity with IFRS and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management’s general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission’s rules and guidelines applicable thereto. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, since the end of the Company’s most recent audited fiscal year, there has been (1) no material weakness in the Company’s internal control over financial reporting (whether or not remediated) and (2) no change in the Company’s internal control over financial reporting that has materially negatively affected, or is reasonably likely to materially negatively affect, the Company’s internal control over financial reporting.

The Company and each of its Subsidiaries maintain an effective system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the 1934 Act Regulations) that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms, and is accumulated and communicated to the Company’s management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(xxvii) Compliance with the Sarbanes-Oxley Act. There is and has been no failure on the part of the Company or any of the Company’s directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(xxviii) Payment of Taxes. The Company and its Subsidiaries have filed all tax returns that are required to have been filed by them pursuant to applicable foreign, state, local or other law except insofar as the failure to file such returns would not result in a Material Adverse Effect, and has paid all taxes due pursuant to such returns or pursuant to any assessment received by the Company and its Subsidiaries, except (i) for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or (ii) insofar as the failure to pay such taxes would not result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or re-assessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not result in a Material Adverse Effect.

(xxix) Insurance. The Company and its Subsidiaries carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of its Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect. Neither of the Company nor any of its Subsidiaries has been denied any insurance coverage which it has sought or for which it has applied.

(xxx) Fair Summary. The statements set forth in the Registration Statement, the General Disclosure Package and the Prospectus (i) under the caption "Description of Share Capital and Articles of Association", insofar as they purport to constitute a summary of the terms of the Securities or insofar as they purport to describe the provisions of the laws and documents referred to therein, and (ii) under the caption "Material U.S. Federal Income Tax Considerations for U.S. Holders," insofar as such statements purport to summarize provisions of U.S. federal income tax laws and legal conclusions with respect thereto, fairly present, to the extent required by the Securities Act, in all material respects, such provisions and legal conclusions.

(xxxii) Investment Company Act. The Company is not required, and after giving effect to the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Registration Statement, the General Disclosure Package and the Prospectus will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the "1940 Act").

(xxxiii) Absence of Manipulation. Neither the Company nor, to the knowledge of the Company, any affiliate of the Company has taken, nor will the Company or any affiliate take, directly or indirectly, any action which is designed, or would be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities or to result in a violation of Regulation M under the 1934 Act; provided however that any such stabilization or manipulation of the price of the Securities by the Underwriters in connection with the transactions contemplated by this Agreement shall be allowed, as applicable.

(xxxiv) Foreign Corrupt Practices Act. None of the Company, any of its Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the

payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxxiv) Money Laundering Laws. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of the jurisdictions where the Company or any of its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the “Money Laundering Laws”); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(xxxv) OFAC. None of the Company, any of its Subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, affiliate or representative of the Company or any of its Subsidiaries is an individual or entity (“Person”) currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), the United Nations Security Council (“UNSC”), the European Union, His Majesty’s Treasury (“HMT”), the Swiss State Secretariat of Economic Affairs (“SECO”), the Swiss Directorate of International Law (“DIL”), the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic or any other Covered Region of Ukraine identified pursuant to Executive Order 14065 or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any Subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions prohibiting such funding or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(xxxvi) Lending Relationship. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Company (i) does not have any material lending or other relationship with any bank or lending affiliate of any Underwriter and (ii) does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of any Underwriter.

(xxxvii) Statistical and Market-Related Data. The statistical and market-related data or third-party studies included or cited in the Registration Statement, the General Disclosure Package or the Prospectus are based on or derived from sources which the Company believes, after reasonable inquiry, to be reliable and accurate and, to the extent required, the Company has obtained the written consent to the use of such data or citations from such sources.

(xxxviii) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in the Registration Statement, the General Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xxxix) Cybersecurity. (A) To the knowledge of the Company, there has been no material security breach or incident, including any unauthorized access to or disclosure, or other compromise of the confidentiality, integrity or availability of the Company's or its Subsidiaries' information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective employees, suppliers, vendors and any third party data maintained, processed or stored by the Company and its Subsidiaries, and any such data processed or stored by third parties on behalf of the Company and its Subsidiaries), equipment or technology (collectively, "IT Systems and Data"); (B) neither the Company nor its Subsidiaries have been notified of, and each of them have no knowledge of any event or condition that would reasonably be expected to result in any security breach or incident described in the preceding clause (A); and (C) the Company and its Subsidiaries have implemented commercially reasonable controls, policies, procedures, and technological safeguards designed to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data, including as required by applicable regulatory standards. The Company and its Subsidiaries are presently in compliance with all (i) applicable laws or statutes, (ii) judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, (iii) internal policies of the Company or its Subsidiaries and (iv) contractual obligations of the Company or its Subsidiaries relating to the privacy and security of IT Systems and Data, except, in each case, where the failure to be in compliance would not reasonably be expected to have a Material Adverse Effect.

(xl) Regulatory Compliance. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, each of the Company and its Subsidiaries: (i) has operated and currently operates its business in compliance in all material respects with applicable provisions of the Health Care Laws (as defined below) of the FDA, the Department of Health and Human Services ("HHS") and any comparable foreign or other regulatory authority or Governmental Entity to which they are subject, in Europe or elsewhere (collectively, the "Applicable Regulatory Authorities"); (ii) has not received any FDA Form 483, written notice of adverse finding, warning letter, untitled letter or other correspondence or written notice from any court or arbitrator or governmental or regulatory authority alleging or asserting non-compliance with (A) any Health Care Laws or (B) any licenses, certificates, approvals, clearances, exemptions, authorizations, permits and supplements or amendments thereto required by any such Health Care Laws ("Regulatory Authorizations"); (iii) possesses all Regulatory Authorizations required to conduct its business as currently conducted, except where the failure to possess the same would not, individually or in the aggregate, have a Material Adverse Effect, and such Regulatory Authorizations are valid and in full force and effect and neither the Company nor any of its Subsidiaries are in violation, in any material respect, of any term of any such Regulatory Authorizations; (iv) has not received written notice of any claim, action, suit, audit, survey, proceeding, hearing, enforcement, investigation, arbitration or other action from the Applicable Regulatory Authorities or any other third party alleging that any product of the Company is in material violation of any Health Care Laws or Regulatory Authorizations and has no knowledge that the Applicable Regulatory Authorities or any other third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) has not received written notice that any of the Applicable Regulatory Authorities has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Regulatory Authorizations and has no knowledge that any of the Applicable Regulatory Authorities is considering such action; (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws

or Regulatory Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were materially corrected or supplemented by a subsequent submission); (vii) is not a party to or have any ongoing reporting obligations pursuant to any corporate integrity agreements, deferred or non-prosecution agreements, monitoring agreements, consent decrees, settlement orders, plans of correction or similar agreements with or imposed by any Applicable Regulatory Authority; and (viii) along with its employees, officers and directors has not been excluded, suspended or debarred from participation in any government health care program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension or exclusion. The term "Health Care Laws" means Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute); Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the civil False Claims Act, 31 U.S.C. §§ 3729 et seq.; the criminal False Claims Act, 42 U.S.C. 1320a-7b(a); any criminal laws relating to health care fraud and abuse, including but not limited to 18 U.S.C. Sections 286, 287, 1001, 1035 and 1349, and the health care fraud criminal provisions under the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d et seq. ("HIPAA"); the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Physician Payments Sunshine Act, 42 U.S.C. § 1320a-7h; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. §§ 17921 et seq.; the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 et seq.; and the Public Health Service Act, 42 U.S.C. §§ 201 et seq.; each as amended, and the regulations promulgated pursuant to such laws; and any similar foreign, federal, state and local laws and regulations in Europe or elsewhere.

(xli) Studies, Tests and Trials. None of the Company's product candidates have received marketing approval or licensure from any Applicable Regulatory Authority. Except as described in the Registration Statement, the General Disclosure Package and the Prospectus, all clinical and pre-clinical studies and trials sponsored or conducted by or on behalf of the Company or its Subsidiaries, or in which the Company or its Subsidiaries has participated with respect to the Company's product candidates, including without limitation, any such studies and trials that are described in the Registration Statement, General Disclosure Package and the Prospectus, or the results of which are referred to in the Registration Statement, General Disclosure Package and the Prospectus, as applicable (collectively, "Company Trials"), were, and if still pending are, to the Company's knowledge, being conducted in all material respects in accordance with the Health Care Laws, including, without limitation, current Good Clinical Practices and Good Laboratory Practices, and in keeping with standard medical and scientific research procedures and any applicable rules, regulations and policies of the jurisdiction in which such trials and studies are being conducted; the descriptions in the Registration Statement, General Disclosure Package and the Prospectus of the structure and results of any Company Trials are accurate and complete descriptions in all material respects and fairly present the data derived therefrom; the Company has no knowledge of any other studies or trials not described in the Registration Statement, General Disclosure Package and the Prospectus, the results of which are inconsistent with or call into question the results described or referred to in the Registration Statement, General Disclosure Package and the Prospectus; the Company and each of its Subsidiaries have not received, any written notices, correspondence or other communications from the Applicable Regulatory Authorities or any other governmental entity requiring or threatening the termination, material modification or suspension of Company Trials that are described in the Registration Statement, the General Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the General Disclosure Package and the Prospectus, other than ordinary

course communications with respect to modifications in connection with the design and implementation of such studies or trials, and, to the Company's knowledge, there are no reasonable grounds for the same. No investigational new drug application or comparable submission filed by or on behalf of the Company or any of its Subsidiaries has been terminated or suspended by the FDA or any other Applicable Regulatory Authority. The Company has obtained (or caused to be obtained) informed consent by or on behalf of each human subject who participated in a Company Trial. In using or disclosing patient information received by the Company or any of its Subsidiaries in connection with a Company Trial, the Company or such subsidiary has complied in all material respects with all applicable laws and regulatory rules or requirements, including, without limitation, HIPAA and the rules and regulations thereunder and any similar foreign laws and regulations in Europe or elsewhere. To the Company's knowledge, none of the Company Trials involved any investigator who has been disqualified as a clinical investigator or has been found by the FDA or any other Applicable Regulatory Authority to have engaged in scientific misconduct.

(xlii) Manufacturing and Suppliers. To the Company's knowledge, the manufacturing facilities and operations of its suppliers are operated in compliance with all applicable statutes, rules, regulations and policies of the Applicable Regulatory Authorities, including, without limitation, the Health Care Laws, except for such non-compliance that would not, singly or in the aggregate reasonably be expected to result in a Material Adverse Effect.

(xliii) ERISA Compliance. (i) Any "Employee Benefit Plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, "ERISA")) for which the Company or its ERISA Affiliates (as defined below) would have any liability (each, a "Plan") has complied in all material respects with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to, ERISA and the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the "Code"), (ii) no Plan is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, (iii) neither the Company nor any of its ERISA Affiliates has incurred or reasonably expects to incur any obligation or liability under (A) Title IV of ERISA with respect to termination of, or withdrawal from, any Plan, (B) Sections 412 and 430, 4971, 4975 or 4980B of the Code or (C) Sections 302 and 303, 406, 4063 and 4064 of ERISA, (iv) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption, (v) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification, (vi) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in liability to the Company, (vii) there has not occurred, nor is there reasonably likely to occur, a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or any of its Subsidiaries in the current fiscal year of the Company and its Subsidiaries compared to the amount of such contributions made in the Company's and its Subsidiaries' most recently completed fiscal year, and (viii) the Company does not have any "accumulated postretirement benefit obligations" (within the meaning of Statement of Financial Accounting Standards 106). "ERISA Affiliate" means, with respect to the Company, any member of any group of organizations described in Sections 414(b), (c), (m) or (o) of the Code of which the Company is a member.

(xliv) FPI Status. The Company is a "foreign private issuer" as defined in Rule 405 of the Securities Act.

(xlv) PFIC Status. Based on the nature of the Company's income and the estimated value and composition of the Company's assets, the Company does not believe that it was a "passive foreign investment company" ("PFIC") for U.S. federal income tax purposes for its taxable year ended December 31, 2021.

(xlvi) Stamp Taxes. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, no stamp duties or other issuance or transfer taxes are payable by or on behalf of the Underwriters in Switzerland or any political subdivision or taxing authority thereof solely in connection with (A) the execution, delivery and performance of this Agreement, (B) the issuance and delivery of the Securities in the manner contemplated by this Agreement and by the Registration Statement, the General Disclosure Package and the Prospectus or (C) the sale and delivery by the Underwriters of the Securities as contemplated herein and in the Registration Statement, the General Disclosure Package and the Prospectus.

(xlvii) Payments in Foreign Currency. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, (i) all dividends and other distributions declared and payable on the Securities may under current laws and regulations of Switzerland be paid by the Company to the holder thereof in Swiss franc that may be converted into foreign currency and, except for certain restrictions with respect to national and international sanctions relating to certain countries, freely transferred out of Switzerland, and (ii) all such payments made to holders thereof or therein who are non-residents of Switzerland will not be subject to income or withholding taxes under laws and regulations of Switzerland or any political subdivision or taxing authority thereof or therein and will otherwise be free and clear of any other tax, duty, withholding or deduction in Switzerland or any political subdivision or taxing authority thereof or therein and without the necessity of obtaining any governmental authorization in Switzerland or any political subdivision or taxing authority thereof or therein.

(xlviii) Submission to Jurisdiction. The Company has the power to submit, and pursuant to Section 20 of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each United States federal court and New York state court located in the Borough of Manhattan, in the City of New York, New York, U.S.A. (each, a "New York Court"), and the Company has the power to designate, appoint and authorize, and pursuant to Section 20 of this Agreement, has legally, validly, effectively and irrevocably designated, appointed and authorized an agent for service of process in any action arising out of or relating to this Agreement or the issuance and sale of the Securities contemplated hereby in any New York Court, and service of process effected on such authorized agent will be effective to confer valid personal jurisdiction over the Company as provided in Section 20 hereof.

(xlix) No Immunity. Except as provided by laws or statutes generally applicable to transactions of the type described in this Agreement, neither the Company nor any of its respective properties, assets or revenues has any right of immunity under Swiss, New York or United States law, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Swiss, New York or United States federal court, from service of process, attachment upon or prior judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement. To the extent that the Company or any of its respective properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, the Company waives or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in Section 20 of this Agreement.

(i) Enforcement of Foreign Judgments. Any final judgment for a fixed or determined sum of money rendered by any U.S. federal or New York state court located in the State of New York having jurisdiction under its own laws in respect of any suit, action or proceeding against the Company based upon this Agreement would be recognized by the courts of Switzerland, without reconsideration or reexamination of the merits, subject to the restrictions described under the caption “Enforceability of Civil Liabilities” in the Registration Statement, the General Disclosure Package and the Prospectus, and the applicable bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors and secured parties in general, and laws or principles of general application (including, but not limited to, the abuse of rights (*Rechtsmissbrauch*) and the principle of good faith (*Grundsatz von Treu und Glauben*)).

(ii) Valid Choice of Law. The choice of laws of the State of New York as the governing law of this Agreement is a valid choice of law under the laws of Switzerland and will be honored by the courts of Switzerland, subject to the restrictions described under the caption “Enforceability of Civil Liabilities” in the Registration Statement, the General Disclosure Package and the Prospectus.

(iii) Proper Form Under Swiss Law. This Agreement is in proper form under the laws of Switzerland for the enforcement thereof against the Company, and to ensure the legality, validity, enforceability or admissibility into evidence in Switzerland of this Agreement.

(iv) No Further Actions. It is not necessary under the laws of Switzerland (i) to enable the Underwriters to enforce their rights under this Agreement, to enable any holder of Securities to enforce their respective rights thereunder, provided that they are not otherwise engaged in business in Switzerland or (ii) solely by reason of the execution, delivery or consummation of this Agreement for any of the Underwriters or any holder of Securities of the Company to be qualified or entitled to carry out business in Switzerland.

(v) Indemnification and Contribution. The indemnification provisions set forth in Section 8 hereof and contribution provisions set forth in Section 9 hereof do not contravene mandatory Swiss law or public policy.

(vi) Legality. The legality, validity, enforceability or admissibility into evidence of any of the Registration Statement, the General Disclosure Package, the Prospectus, this Agreement or the Securities in any jurisdiction in which the Company is organized or does business is not dependent upon such document being submitted into, filed or recorded with any court or other authority in any such jurisdiction on or before the date hereof or that any tax, imposition or charge be paid in any such jurisdiction on or in respect of any such document.

(vii) Legal Action. A holder of the Securities and each Underwriter are each entitled to sue as plaintiff in the court of the jurisdiction of incorporation and domicile of the Company for the enforcement of their respective rights under this Agreement and the Securities and such access to such courts will not be subject to any conditions which are not applicable to residents of such jurisdiction or a company incorporated in such jurisdiction except that plaintiffs not residing in Switzerland may be required to guarantee payment of a possible order for payment of costs or damages at the request of the defendant.

(lvii) No Ratings. There are (and prior to the Closing Time, will be) no debt securities, convertible securities or preferred shares issued or guaranteed by the Company or any of its Subsidiaries that are rated by a “nationally recognized statistical rating organization”, as such term is defined in Section 3(a)(62) under the Exchange Act.

(lviii) No Broker’s Fees. Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of its Subsidiaries or any Underwriter for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Securities.

(lix) Securities Registration. Immediately after the registration of the Capital Increase (as defined in Section 3(a)(i)) pursuant to Section 3, but in no event later than 9:30 a.m. (New York City time) on the date of registration of the Capital Increase (as defined in Section 3(a)(i)) in the Commercial Register of the Canton of Basel-Stadt pursuant to Section 3, the Securities will be registered in the Company’s uncertificated securities book (*Wertrechtbuch*) according to article 973c of the Swiss Code of Obligations (the “CO”) in the name of the Settlement Agent, and on the Closing Time will be credited to a securities account of the Settlement Agent and onward delivered by the Settlement Agent through the Company’s transfer agent to a securities account of Jefferies, acting on behalf of the several Underwriters.

(lx) Officer’s Certificates. Any certificate signed by any officer of the Company delivered to the Representatives or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

## SECTION 2. Sale and Delivery to Underwriters; Closing.

(a) Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, severally and not jointly, and each Underwriter, severally and not jointly, agrees to purchase from the Company, at the price per share set forth in Schedule A, that number of Securities set forth in Schedule A opposite the name of such Underwriter, plus any additional number of Securities which such Underwriter may become obligated to purchase pursuant to the provisions of Section 13 hereof, subject, in each case, to such adjustments among the Underwriters as Jefferies in its sole discretion shall make to eliminate any sales or purchases of fractional shares.

(b) [*Reserved*].

(c) Payment. Payment of the purchase price (net of the Capital Increase Amount (as defined below), which shall be paid to the Settlement Agent (as defined below)) for, and delivery of security entitlements in the form of intermediated securities (*Bucheffekten*) for, the Securities shall be made at the offices of Latham & Watkins LLP, 1271 Avenue of the Americas, New York, New York 10020, or at such other place as shall be agreed upon by the Representatives and the Company, at 9:30 a.m. (New York City time) on the second (third, if the pricing occurs after 4:30 P.M. (New York City time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 13), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery being herein called “Closing Time”).

Payment shall be made to the Company by wire transfer of immediately available funds to a U.S. bank account designated by the Company against delivery to the Representatives for the respective accounts of the Underwriters of security entitlements for the Securities to be purchased by them. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for the Securities which it has agreed to purchase. Each of the Representatives, individually and not as representative of the Underwriters, may (but shall not be obligated to) make payment of the purchase price for the Securities (including the Capital Increase Amount to the Settlement Agent) to be purchased by any Underwriter whose funds have not been received by the Closing Time, but such payment shall not relieve such Underwriter from its obligations hereunder.

SECTION 3. Capital Increase and Subscription.

(a) The Company confirms that its board of directors (the “Board”) has, on or prior to the date hereof, taken appropriate resolutions to:

(i) increase the Company’s share capital (*Erhöhungsbefehl*) by issuing the Securities out of the Company’s authorized share capital (the “Capital Increase”);

(ii) authorize the execution, delivery and performance of this Agreement and the transactions contemplated herein;

(iii) authorize certain members of the Board and the executive committee and/or other persons (each, an “Authorized Signatory”), acting jointly by two, to execute this Agreement and any amendments and supplements thereto.

(b) The Company undertakes to cause Zürcher Kantonalbank (the “Settlement Agent”) to

(i) subscribe for all the Securities at the issue price (*Ausgabebetrag*) of CHF 0.05 per Security corresponding to the nominal value for each Security, and to deliver the corresponding executed subscription form (*Zeichnungsschein*) to the Company in the form of Exhibit B hereto in original form (wet-ink signed) by no later than 6:00 a.m. (New York City time) one business day prior to the Closing Time or such other time and date as agreed between the Company and the Representatives,

(ii) deposit or cause to be deposited, not later than 6:00 a.m. (New York City time) one business day prior to the Closing Time, or such other date and time as agreed between the Company and the Representatives, same-day funds for value in the amount of CHF 835,000 (the “Capital Increase Amount”) with Credit Suisse (Schweiz) AG (the “Capital Increase Bank”), in a blocked account for such capital increase (*Kapitaleinzahlungskonto*), made out to the Company’s name, and cause the Capital Increase Bank to issue and deliver to the Company a written confirmation of payment (*Kapitaleinzahlungsbestätigung*) of the Capital Increase Amount no later than 10:00 a.m. (New York City time) one business day prior to the Closing Time or such other date and time as agreed between the Company and the Representatives; and

(iii) take all steps necessary to ensure that at the Closing Time the Securities will be duly onward delivered by the Settlement Agent through the Company’s transfer agent to an account of Jefferies, acting on behalf of the several Underwriters, at the Depository Trust Company (the “DTC”).

(c) Upon receipt of the documents referred to in Section 3(b) and before 3:00 a.m. (New York City time) on the Closing Time, or such other time and date as agreed between the Company and the Representatives, the Board (or a committee or a Board member duly authorized by the Board) will:

(i) adopt a report on the Capital Increase (*Kapitalerhöhungsbericht*) in accordance with Swiss law (article 652e CO);

(ii) if statutory preemptive rights of shareholders need to be set aside, procure that a licensed auditor verifies the report on the Capital Increase in accordance with article 652f CO and confirms in writing that it is complete and accurate (*Prüfungsbestätigung*), in accordance with Swiss law;

(iii) resolve in the form of a duly notarized deed on the Capital Increase as set forth in article 652g CO and make all amendments to the articles of association of the Company necessary in connection with the Capital Increase (*Feststellungs- und Statutenänderungsbeschluss*); and

(iv) promptly thereafter, but no later than 4:00 a.m. (New York City time) on the Closing Time, file the documents necessary for the registration of the Capital Increase with the Commercial Register of the Canton of Basel-Stadt;

provided, however, that if this Agreement is terminated pursuant to Section 7(q) or Section 11 prior to the Company filing the relevant resolutions with the Commercial Register of the Canton of Basel-Stadt, the Company undertakes not to resolve on the Capital Increase (if it has not already done so) and not to file the relevant resolutions with the Commercial Register of the Canton of Basel-Stadt.

(d) Immediately after the registration of the Capital Increase in the Commercial Register of the Canton of Basel-Stadt pursuant to Section 3(c), but in no event later than 9:30 a.m. (New York City time) on the Closing Time, the Company will:

(i) deliver by way of email to each of the Representatives, the share registrar of the Company, Homburger AG and Niederer Kraft Frey AG pdf-copies of (A) the certified extract from the Commercial Register of the Canton of Basel-Stadt confirming that the Capital Increase has been approved by the commercial register (cantonal and federal commercial register), has been registered in the Commercial Register (*Tagesregister*) and will be published in the Swiss Official Gazette of Commerce, (B) the certified updated articles of association of the Company evidencing the Capital Increase, and (C) a certificate of entry in the Company's uncertificated securities book (*Wertrechtbuch*) duly signed by the Company's share registrar and evidencing the Settlement Agent as first holder of the Securities;

(ii) take all steps necessary to ensure that the Securities will be (A) issued to the Settlement Agent, (B) duly recorded as uncertificated securities (*Wertrechte*) on the books of the Company's transfer agent and share registrar, (C) delivered on the Closing Time to an account of Jefferies, acting on behalf of the several Underwriters, at DTC pursuant to Section 3(b)(iii) above, in accordance with the provisions of the Swiss Federal Act on Intermediated Securities, and (D) freely transferable (subject to any applicable restrictions set forth in the articles of association of the Company) on the Closing Time in accordance with the instructions of the Representatives.

SECTION 4. [Reserved].

SECTION 5. Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Capital Increase*. To take all steps reasonably required to implement the Capital Increase.

(b) *Maintain Uncertificated Securities Book*. The Company undertakes to keep an uncertificated securities book (*Wertrechtbuch*) in accordance with article 973c paragraph 2 CO.

(c) *Compliance with Securities Regulations and Commission Requests*. The Company, subject to Section 5(d), will comply with the requirements of Rule 430B, and will notify the Representatives immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement shall become effective or any amendment or supplement to the Prospectus shall have been filed, (ii) of the receipt of any comments from the Commission, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment or of any order preventing or suspending the use of the Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect all filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. The Company will make every reasonable effort to prevent the issuance of any stop order, prevention or suspension and, if any such order is issued, to obtain the lifting thereof as promptly as practicable.

(d) *Continued Compliance with Securities Laws*. The Company will comply with the 1933 Act, the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Registration Statement, the General Disclosure Package and the Prospectus. If at any time when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations ("Rule 172"), would be) required by the 1933 Act to be delivered in connection with sales of the Securities, any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the General Disclosure Package or the Prospectus in order that the General Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the General Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly (A) give the Representatives notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the General Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representatives with copies of any such amendment or

supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not file or use any such amendment or supplement to which the Representatives or counsel for the Underwriters shall object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representatives notice of any filings made pursuant to the 1934 Act or the 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company will give the Representatives notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representatives or counsel for the Underwriters shall reasonably object.

(e) *Delivery of Registration Statements.* The Company has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith) and signed copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(f) *Delivery of Prospectuses.* The Company has delivered to each Underwriter, without charge, as many copies of the Prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(g) *Blue Sky Qualifications.* The Company will use its reasonable best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Representatives may reasonably designate and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(h) *Rule 158.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(i) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Registration Statement, the General Disclosure Package and the Prospectus under "Use of Proceeds."

(j) *Listing.* The Company will use its reasonable best efforts to maintain the listing of the Ordinary Shares and to effect and maintain the listing of the Securities on the Nasdaq Global Market.

(k) *Restriction on Sale of Securities.* During a period of 90 days from the date of the Prospectus, the Company will not, and will not publicly disclose an intention to, without the prior written consent of the Representatives, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or publicly file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Ordinary Shares, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) any Ordinary Shares issued by the Company upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof and referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (C) any Ordinary Shares issued, options to purchase Ordinary Shares, restricted share units or restricted shares granted or settled pursuant to equity incentive plans of the Company in effect or entering into effect and referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (D) any Ordinary Shares issued pursuant to any non-employee director stock plan or dividend reinvestment plan referred to in the Registration Statement, the General Disclosure Package and the Prospectus, (E) any Ordinary Shares or convertible securities issued by the Company pursuant to the Convertible Loan Agreement, by and among the Company, the Subsidiaries and Kreos Capital VI (UK) Limited, dated March 26, 2022, the Term Loan Agreement by and among the Company, the Subsidiaries and Kreos Capital VI (UK) Limited, dated March 26, 2022, each as may be amended from time to time, the Warrant Agreement by and among the Company and Kreos Capital VI (Expert Fund) LP, dated March 26, 2022 and the Second Warrant Agreement, by and among the Company and Kreos Capital VI (Expert Fund) LP, dated October 12, 2022, or (F) the filing by the Company of a registration statement with the Commission on Form S-8 in respect of any shares of other security instruments issued pursuant to any plans or programs described in (C) or (D) above; provided in the case of (D) above, the transferee to such issuance has agreed in writing to be bound by the same terms described in the lock-up agreement described in Section 7(l) hereof to the extent and for the duration that such terms remain in effect at the time of the transfer.

(l) *Reporting Requirements.* The Company, during the period when a Prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and 1934 Act Regulations. Additionally, the Company shall report the use of proceeds from the issuance of the Shares as may be required under Rule 463 under the 1933 Act.

(m) *Issuer Free Writing Prospectuses.* The Company agrees that, unless it obtains the prior written consent of the Representatives, it will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus,” or a portion thereof, required to be filed by the Company with the Commission or retained by the Company under Rule 433; provided that the Representatives will be deemed to have consented to the Issuer Free Writing Prospectuses listed on Schedule B-2 hereto and any “road show that is a written communication” within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representatives. The Company represents that it has treated or agrees that it will treat each such free writing prospectus consented to, or deemed consented to, by the Representatives as an “issuer free writing prospectus,” as defined in Rule 433, and that it has complied and will comply with the applicable requirements of Rule 433 with respect thereto, including timely filing with the Commission where required, legending and record keeping. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information

contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(n) *Certification Regarding Beneficial Owners.* The Company will deliver to the Representatives, on the date of execution of this Agreement, a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Company undertakes to provide such additional supporting documentation as the Representatives may reasonably request in connection with the verification of the foregoing certification.

(o) *Testing-the-Waters Materials.* If at any time following the distribution of any Written Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

(p) *Emerging Growth Company Status.* The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Securities within the meaning of the 1933 Act and (ii) completion of the 90-day restricted period referred to in Section 5(k).

#### SECTION 6. Payment of Expenses.

(a) *Expenses.* The Company will pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and exhibits) as originally filed and each amendment thereto, (ii) the preparation, printing and delivery to the Underwriters of copies of each preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (iii) the preparation, issuance and delivery of the security entitlements in the form of intermediated securities for the Securities to the Underwriters, including any stock or other transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors, (v) the qualification of the Securities under securities laws in accordance with the provisions of Section 5(e) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of the Blue Sky Survey and any supplement thereto which shall not exceed \$25,000, (vi) the fees and expenses of any transfer agent or registrar for the Securities, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of aircraft and other transportation chartered in connection with the road show, (viii) the filing fees incident to, and the reasonable fees and disbursements of counsel to the Underwriters in connection with, the review by FINRA of the terms of the sale of the Securities; provided that the amount payable pursuant to this clause (viii) and clause (v) above

shall not exceed \$40,000 in the aggregate, (ix) the fees and expenses incurred in connection with the listing of the Securities on the Nasdaq Global Market and (x) the costs and expenses (including, without limitation, any damages or other amounts payable in connection with legal or contractual liability) associated with the reforming of any contracts for sale of the Securities made by the Underwriters caused by a breach of the representation contained in the third sentence of Section 1(a)(ii). For the avoidance of any doubt, it is understood and agreed that except as provided in this Section 6, the Underwriters will pay all their own costs and expenses.

(b) *Termination of Agreement.* If this Agreement is terminated by the Representatives in accordance with the provisions of Section 7, Section 11(a) or Section 13 hereof, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company shall reimburse the Underwriters for all of their out-of-pocket accountable expenses actually incurred in connection with the transactions contemplated by this Agreement, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 7. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder to purchase and pay for the Securities on the Closing Time are subject to the accuracy of the representations and warranties of the Company contained herein or in certificates of any officer of the Company or any of its Subsidiaries delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement.* The Registration Statement has become effective and, at the Closing Time, no stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated; and the Company has complied with each request (if any) from the Commission for additional information.

(b) *Opinion and Negative Assurance Letter of United States Counsel for Company.* At the Closing Time, the Representatives shall have received an opinion and negative assurance letter, dated the Closing Time, of Cooley LLP, United States counsel for the Company, in form and substance satisfactory to counsel for the Underwriters previously agreed upon by the Representatives and such counsel, together with signed or reproduced copies of such letter for each of the other Underwriters.

(c) *Opinion of Swiss Counsel for Company.* At the Closing Time, the Representatives shall have received an opinion, dated the Closing Time, of Homburger AG, Swiss counsel for the Company, in form and substance satisfactory to counsel for the Underwriters previously agreed upon by the Representatives and such counsel, together with signed or reproduced copies of such letter for each of the other Underwriters.

(d) *Opinion of Intellectual Property Counsel for Company.* At the Closing Time, the Representatives shall have received an opinion, dated the Closing Time, of Cooley LLP, counsel for the Company with respect to intellectual property matters, in the form and substance satisfactory to counsel for the Underwriters previously agreed upon by the Representatives and such counsel, together with signed or reproduced copies of such letter for each of the other Underwriters.

(e) *Opinion and Negative Assurance Letter of United States Counsel for Underwriters.* At the Closing Time, the Representatives shall have received an opinion and negative assurance letter, dated the Closing Time, of Latham & Watkins LLP, United States counsel for the Underwriters in the form and substance reasonably satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters.

(f) *Opinion of Swiss Counsel for Underwriters.* At the Closing Time, the Representatives shall have received an opinion, dated the Closing Time, of Niederer Kraft Frey AG, Swiss counsel for the Underwriters in the form and substance reasonably satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters.

(g) *Officers' Certificate.* At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Representatives shall have received a certificate of the Chief Executive Officer of the Company and of the chief financial officer of the Company, dated the Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties of the Company in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time, (iii) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time, and (iv) no stop order suspending the effectiveness of the Registration Statement under the 1933 Act has been issued, no order preventing or suspending the use of any preliminary prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to their knowledge, contemplated.

(h) *Accountant's Comfort Letter.* At the time of the execution of this Agreement, the Representatives shall have received from Ernst & Young AG a letter, dated such date, in form and substance satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the General Disclosure Package and the Prospectus.

(i) *Bring-down Comfort Letter.* At the Closing Time, the Representatives shall have received from Ernst & Young AG a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (h) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(j) *Approval of Listing.* At the Closing Time, the Securities shall have been approved for listing on the Nasdaq Global Market, subject only to official notice of issuance.

(k) *No Objection.* FINRA has confirmed that it has not raised any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Securities.

(l) *Lock-up Agreements.* At the date of this Agreement, the Representatives shall have received an agreement substantially in the form of Exhibit A hereto signed by the persons listed on Schedule C hereto.

(m) *Chief Financial Officer Certificate.* At the date of this Agreement and at the Closing Date, the Underwriters shall have received a certificate of the chief financial officer of the Company certifying as to the accuracy of certain financial information included in the Registration Statement, the General Disclosure Package and the Prospectus, in form and substance satisfactory to the Underwriters.

(n) [Reserved].

(o) *Additional Documents*. At the Closing Time counsel for the Underwriters shall have been furnished with such documents and opinions as they may require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance to the Representatives and counsel for the Underwriters.

(p) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled or waived by the Representatives when and as required to be fulfilled, this Agreement may be terminated by the Representatives by notice to the Company at any time at or prior to the Closing Time, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 6 and except that Sections 1, 8, 9, 10, 17, 18, 19, and 20 shall survive any such termination and remain in full force and effect.

(q) *Capital Increase Documentation*. Each of the Representatives, the share registrar of the Company, Homburger AG and Niederer Kraft Frey AG shall have received pdf-copies of (A) the extract from the Commercial Register of the Canton of Basel-Stadt confirming that the Capital Increase has been approved by the commercial register (cantonal and federal commercial register), has been registered in the Commercial Register (*Tagesregister*) and will be published in the Swiss Official Gazette of Commerce, (B) the certified updated articles of association of the Company evidencing the Capital Increase, and (C) a certificate of entry in the Company's uncertificated securities book (*Wertrechtbuch*) duly signed by the Company's share registrar and evidencing the Settlement Agent as first holder of the Securities.

#### SECTION 8. Indemnification.

(a) *Indemnification of Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501(b) under the 1933 Act (each, an "Affiliate")), its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any post-effective amendment thereto), including information deemed to be a part thereof pursuant to Rule 430B, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included (A) in any preliminary prospectus, any Issuer Free Writing Prospectus, any Testing-the-Waters Communication, the General Disclosure Package or the Prospectus (or any post-effective amendment or supplement thereto), or (B) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities ("Marketing Materials"), including any roadshow or investor presentations made to investors by the Company (whether in person or electronically), or the omission or alleged omission in any preliminary prospectus, Issuer Free Writing Prospectus, any Testing-the-Waters Communication, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or in any Marketing Materials of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 8(d) below) any such settlement is effected with the written consent of the Company;

(iii) against any and all expense whatsoever, as incurred (including the reasonably incurred fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement (or any post-effective amendment thereto), including information deemed to be a part thereof pursuant to Rule 430B, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(b) *Indemnification of Company, Directors and Officers.* Each Underwriter severally agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any post-effective amendment thereto), including information deemed to be a part thereof pursuant to Rule 430B, the General Disclosure Package or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriter Information.

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 8(a) above, counsel to the indemnified parties shall be selected by the Representatives, and, in the case of parties indemnified pursuant to Section 8(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 or Section 9 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse.* If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonably incurred fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 8(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 9. Contribution. If the indemnification provided for in Section 8 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discounts and commissions received by the Underwriters, on the other hand, in each case as set forth on the cover of the Prospectus, bear to the aggregate initial public offering price of the Securities as set forth on the cover of the Prospectus.

The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 9. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 9 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions received by such Underwriter in connection with the Securities underwritten by it and distributed to the public.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 9, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the number of Securities set forth opposite their respective names in Schedule A hereto and not joint.

SECTION 10. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its Subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, or the Company, its officers or directors or any person controlling the Company and (ii) delivery of and payment for the Securities.

SECTION 11. Termination of Agreement.

(a) *Termination*. The Representatives acting on behalf of the several Underwriters may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time, as the case may be (i) if there has been, in the judgment of the Representatives, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the General Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is so material and adverse as to make it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or the Nasdaq Global Market, or (iv) if trading generally on or the NYSE MKT or the New York Stock Exchange or in the Nasdaq Global Select Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, FINRA or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 6 hereof, and provided further that Sections 1, 8, 9, 10, 17, 18, 19, and 20 shall survive such termination and remain in full force and effect.

SECTION 12. [Reserved].

SECTION 13. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time to purchase the Securities which it or they are obligated to purchase under this Agreement (the "Defaulted Securities"), the Representatives shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representatives shall not have completed such arrangements within such 24-hour period, then:

(i) if the number of Defaulted Securities does not exceed 10% of the number of Securities to be purchased on such date, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the number of Securities to be purchased on such date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either the (i) Representatives or (ii) the Company shall have the right to postpone Closing Time, as the case may be, for a period not exceeding seven days in order to effect any required changes in the Registration Statement, the General Disclosure Package or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for an Underwriter under this Section 13.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to Jefferies at 520 Madison Avenue, New York, New York 10022, Attention: General Counsel, SVB Securities at 1301 6th Avenue, 12<sup>th</sup> Floor, New York, New York 10019, attention of Stuart Nayman (facsimile: (646) 499-7051) or Piper Sandler at 1251 Avenue of the Americas, 6th Floor, New York, New York 10020, Attention: General Counsel. Notices to the Company shall be directed to the Company at Aeschenvorstadt 36, 4051 Basel, Switzerland, attention of Claudia D'Augusta, Chief Financial Officer (e-mail: [\*\*\*]).

SECTION 15. No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the initial public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, any of its Subsidiaries or their respective shareholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering of the Securities or the process leading thereto (irrespective of whether such

Underwriter has advised or is currently advising the Company or any of its Subsidiaries on other matters) and no Underwriter has any obligation to the Company with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and the Company has consulted its own respective legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

SECTION 16. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 16, a “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 17. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters and the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 8 and 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 18. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 19. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 20. Consent to Jurisdiction; Waiver of Immunity; Judgment Currency; Foreign Taxes.

(a) Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (“Related Proceedings”) shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the “Specified Courts”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a “Related Judgment”), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding.

(b) Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. Each party not located in the United States irrevocably appoints VectivBio US, Inc., at 60 Broad St. Suite 3502, New York, New York 10004, as its agent to receive service of process or other legal summons for purposes of any such suit, action or proceeding that may be instituted in any state or federal court in the City and County of New York.

(c) With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any Related Judgment, each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended.

(d) The Company agrees to indemnify each Underwriter, its directors, officers, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the “judgment currency”) other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the judgment currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

(e) Unless required by applicable law, all payments by the Company to the Underwriters hereunder shall be made free and clear of, and without deduction or withholding for or on account of, any and all present and future stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereinafter imposed, levied, collected, withheld or assessed by any jurisdiction in which the Company is organized, resident, doing business or has an office or from which payment is made, excluding any such tax imposed by reason of any Underwriter having some connection with the taxing jurisdiction other than its participation as an Underwriter hereunder (all such non-excluded taxes, including, VAT, "Foreign Taxes"). For the avoidance of doubt, all amounts payable by the Company under this Agreement shall be exclusive of VAT, and if any VAT is or becomes chargeable in respect of the supply to which such payment relates and the relevant recipient is required to account to the relevant tax authority for such VAT, the Company shall, upon receipt of a valid VAT invoice in respect of the supply to which that payment relates, pay at the same time and in the same manner as the payment to which such VAT relates, an amount equal to such VAT. If the Company is required to deduct or withhold Foreign Taxes or is prevented by operation of law or otherwise from paying, causing to be paid or remitting that portion of amounts payable hereunder represented by Foreign Taxes withheld or deducted, then amounts payable under this Agreement shall, to the extent permitted by law, be increased to such amount as is necessary to yield and remit to such Underwriters an amount which, after deduction of all Foreign Taxes (including all Foreign Taxes payable on such increased payments) equals the amount that would have been payable if no Foreign Taxes applied. By way of exception to the foregoing, a payment by the Company to an Underwriter shall not be increased by reason of a deduction or withholding on account of a tax imposed by Switzerland when the relevant Underwriter resides in a jurisdiction that has not entered into a double taxation agreement with Switzerland. In the event that an Underwriter has received and utilized a tax credit in respect of any amount withheld or deducted pursuant to this paragraph, such Underwriter shall pay to the Company as promptly as commercially practicable an amount which will leave the Underwriter (after that payment) in the same after-tax position as it would have been if no such deduction or withholding had been required to be made, it being understood that the foregoing does not require any Underwriter to investigate or claim any credit or refund that may be available to it or create any obligation to disclose any information relating to tax matters or any computation or return in respect thereof (other than the fact of the receipt and utilization of any such tax credit, which may be disclosed upon payment of the amount owed to the Company in respect thereof as provided above). Where this Agreement requires any person to reimburse or indemnify another person for any costs, expenses, fees or other amounts to which a reimbursement or indemnity relates, that first person shall reimburse or indemnify (as the case may be) the second person for the full amount of such cost or expense, including such part thereof as represents VAT (including any VAT incurred thereon which, for the avoidance of doubt, shall include any VAT on services provided from legal counsel where any Underwriter is required to self-assess and account for VAT in its role as the recipient of such services), save to the extent that the second person reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

SECTION 21. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 22. Counterparts and Electronic Signatures. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

*[Signature pages follow]*

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

Very truly yours,

VECTIVBIO HOLDING AG

By /s/ Luca Santarelli

Name: Luca Santarelli

Title: Chief Executive Officer

By /s/ Claudia D'Augusta

Name: Claudia D'Augusta

Title: Chief Financial Officer

CONFIRMED AND ACCEPTED,  
as of the date first above written:

JEFFERIES LLC  
SVB SECURITIES LLC  
PIPER SANDLER & CO.

By: JEFFERIES LLC

By /s/ Charles Glazer  
Authorized Signatory

By: SVB SECURITIES LLC

By /s/ Gabriel P. Cavazos  
Authorized Signatory

By: PIPER SANDLER & CO.

By /s/ Chad E. Huber  
Authorized Signatory

For themselves and as Representatives of the other Underwriters named in Schedule A hereto.

SCHEDULE A

The public offering price per share for the Securities shall be \$7.50.

The purchase price per share for the Securities to be paid by the several Underwriters shall be \$7.05, being an amount equal to the public offering price set forth above less \$0.45 per share, subject to adjustment in accordance with Section 2(b) for dividends or distributions declared by the Company and payable on the Securities.

Name of Underwriter	Number of Securities
Jefferies LLC	6,513,000
SVB Securities LLC	5,845,000
Piper Sandler & Co.	4,342,000
Total	<u>16,700,000</u>

---

SCHEDULE B-1

Pricing Terms

1. The Company is selling 16,700,000 Ordinary Shares.
2. The public offering price per share for the Securities shall be \$7.50.

Sch B - 1

---

SCHEDULE B-2  
Free Writing Prospectuses

None.

Sch B - 2

SCHEDULE C

List of Persons and Entities Subject to Lock-up

Versant Venture Capital V, LP  
Versant Venture Capital V (Canada), LP  
Versant Affiliates Fund V, LP  
Versant Ophthalmic Affiliates Fund I, LP  
Versant Vantage I, L.P.  
OrbiMed Private Investments V, LP  
OrbiMed Private Investments VII, LP  
Dr. Luca Santarelli  
Dr. Claudia D'Augusta  
Dr. Christian Meyer  
Dr. Omar Khwaja  
Kevin Harris  
Scott Applebaum  
Dr. Alain Bernard  
Dr. Thomas Woiwode  
Dr. Murray Stewart  
Sandip Kapadia  
Chahra Louafi  
Hans Schikan  
Paul R. Carter

Sch C - 1

SCHEDULE D

None.

Sch D - 1

SCHEDULE E

Subsidiaries

VectivBio AG  
VectivBio Comet AG  
GlyPharma Therapeutic Inc.  
VectivBio US, Inc.

Sch E - 1

## [Form of lock-up from directors, officers or other shareholders pursuant to Section 7(l)]

[●], 2022

Jefferies LLC  
SVB Securities LLC  
Piper Sandler & Co.

as Representatives of the several  
Underwriters to be named in the  
within-mentioned Underwriting Agreement

c/o Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

c/o SVB Securities LLC  
1301 6<sup>th</sup> Avenue  
New York, New York 10019

c/o Piper Sandler & Co.  
1251 Avenue of the Americas, 6<sup>th</sup> Floor  
New York, New York 10020

Re: Proposed Public Offering by VectivBio Holding AG

Dear Sirs:

The undersigned, understands that Jefferies LLC (“Jefferies”), SVB Securities LLC (“SVB Securities”) and Piper Sandler & Co. (“Piper Sandler”), as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with VectivBio Holding AG, a Swiss stock corporation (*Aktiengesellschaft*) (the “Company”), providing for the public offering (the “Public Offering”) of the Company’s ordinary shares, nominal value CHF 0.05 per share (the “Ordinary Shares”). In recognition of the benefit that such an offering will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 90 days from the date of the Underwriting Agreement (the “Lock-Up Period”), the undersigned will not, without the prior written consent of the Representatives, (i) directly or indirectly, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of any Ordinary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the “Lock-Up Securities”), or exercise any right with respect to the registration of any of the Lock-Up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended (the “Securities Act”), or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Ordinary Shares or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Lock-Up Securities the undersigned may purchase in the Public Offering.

Notwithstanding the foregoing, and subject to the conditions below, the foregoing restrictions shall not apply to, and the undersigned may transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) with respect to clauses (i), (ii), (iii) and (v) below, the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, and any such transfer shall not involve a disposition for value and (2) (A) in the case of clauses (i), (ii), (iii) and (v) and below, such transfers are not required to be reported, and no such reports are otherwise voluntarily made, during the Lock-Up Period with the Securities and Exchange Commission (the "Commission") on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise, and (B) in the case of clauses (iv), (vi) and (vii), any such required Form 4 shall state the reason for such transfer in the footnotes thereto, and (3) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

- (i) as a *bona fide* gift or gifts, or for *bona fide* estate planning purposes; or
- (ii) to any member of the undersigned's immediate family or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this clause (ii) of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin) or to any company wholly-owned by the undersigned or wholly-owned by one or more companies which are wholly-owned by the undersigned; or
- (iii) by will or intestate succession upon the death of the undersigned; or
- (iv) by operation of law or by order of a court of competent jurisdiction, such as pursuant to a court or regulatory agency order, a settlement agreement, a domestic order or in connection with a divorce settlement; or
- (v) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, to (x) another corporation, partnership, limited liability company, trust or other business entity that is a direct or indirect affiliate (as defined in Rule 405 promulgated under the Securities Act) of the undersigned, (y) any investment fund or other entity controlling, controlled by, managing, managed by or under common control with the undersigned or affiliates of the undersigned, or (z) as distributions to any limited partners, general partners, members, managers, managing members, shareholders or other equity holders of the undersigned or of the entities described in the preceding clauses (x) and (y); or
- (vi) to the Company (x) in connection with the exercise, vesting or settlement of equity awards on a "net" or "cashless" exercise basis to the extent permitted by the instruments representing such equity awards (including any transfer to the Company necessary to generate such amount of cash needed for the payment of taxes and social security contributions due or payment of the exercise price as a result of such exercise, vesting or settlement) so long as such "net" or "cashless" exercise is effected solely by the surrender of outstanding equity awards (or the Ordinary Shares issuable upon the exercise thereof) to the Company and the Company's cancellation of all or a portion thereof to pay the exercise price and/or taxes and social security contributions and remittance obligations, in each case pursuant to an equity incentive plan described in the final prospectus relating to the Public Offering, or (y) pursuant to any contractual arrangement (A) disclosed in the

final prospectus relating to the Public Offering that provides the Company with an option to repurchase such Ordinary Shares in connection with the termination of the undersigned's employment or other service relationship with the Company, (B) pursuant to a Special Mandatory Conversion as such term is defined in the Investment Agreement related to the series A2 financing or (C) that provides the Company with an option to repurchase Ordinary Shares in connection with the termination of the undersigned's employment or other service relationship with the Company or in connection with the second tranche of the Company's series A2 financing at a price that is below the fair market value of such Ordinary Shares, provided that, any Ordinary Shares received and not surrendered by the undersigned upon such exercise, vesting or settlement shall remain subject to the restrictions set forth herein; or

- (vii) to exercise equity awards pursuant to an equity incentive plan described in the final prospectus relating to the Public Offering and outstanding as of the date of the Underwriting Agreement, provided that any Ordinary Shares received by the undersigned upon such exercise shall remain subject to the restrictions set forth herein; or
- (viii) the disposition of Ordinary Shares to the Company, or the withholding of Ordinary Shares by the Company, in a transaction exempt from Section 16(b) of the Exchange Act solely in connection with the payment of taxes and social security contributions due with respect to the vesting of restricted shares granted under any equity incentive plan of the Company or pursuant to a contractual arrangement described in the final prospectus relating to the Public Offering, insofar as such restricted shares are outstanding as of the date of the Underwriting Agreement; or
- (ix) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction in each case made to all holders of Ordinary Shares, involving a Change of Control (as defined below), or the provision of an irrevocable undertaking to accept such tender offer, merger, consolidation or other similar transaction, provided that (x) in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities shall remain subject to the terms of this lock-up agreement and (y) no such transfer of Lock-Up Securities shall be permitted pursuant to this clause if such bona fide third-party tender offer, merger, consolidated or other similar transaction is not recommended by the board of directors of the Company, unless either (A) such transfer is required pursuant to mandatory take-over or squeeze-out provisions under Swiss law or (B) the failure to so transfer such Lock-Up Securities would result in such Lock-Up Securities being extinguished without value being received by the undersigned. "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity).

Furthermore, the undersigned may sell or transfer Ordinary Shares purchased by the undersigned in the Public Offering (other than any Company-directed Ordinary Shares acquired by an officer or director of the Company) or on the open market following the Public Offering if and only if (i) such sales or transfers are not required to be reported, and no such reports are otherwise voluntarily made, in any public report or filing with the Commission, or otherwise, and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales.

Furthermore, notwithstanding the foregoing, the restrictions in this lock-up agreement shall not apply to the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of the undersigned's Ordinary Shares, provided that (i) no direct or indirect offers, pledges, sales, contracts to sell, sales of any option or contract to purchase, purchases of any option or contract to sell, grants of any option, right or warrant to purchase, loans, or other transfers or disposals of any of the undersigned's Ordinary Shares may be effected pursuant to such plan during the Lock-Up Period and (ii) no public disclosure of the entry into such a trading plan shall be required or shall be voluntarily made by any person until after the expiration of the Lock-Up Period.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that the underwriters have not provided any recommendation or investment advice nor have the underwriters solicited any action from the undersigned with respect to the offering of the securities and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate.

The undersigned understands that, if (1) either the Representatives, on the one hand, or the Company, on the other hand, informs the other, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Public Offering, (2) the Underwriting Agreement is not duly executed by November 30, 2022, or (3) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Ordinary Shares to be sold thereunder, the undersigned shall be released from all obligations under this lock-up agreement.

The undersigned hereby consents to receipt of this lock-up agreement in electronic form and understands and agrees that this lock-up agreement may be signed electronically. In the event that any signature is delivered by facsimile transmission, electronic mail, or otherwise by electronic transmission evidencing an intent to sign this lock-up agreement, such facsimile transmission, electronic mail or other electronic transmission shall create a valid and binding obligation of the undersigned with the same force and effect as if such signature were an original.

This lock-up agreement and any claim, controversy or dispute arising under or related to this lock-up agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

*[Signature Page Follows]*

---

Very truly yours,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

B-1

SUBSCRIPTION FORM

**Zeichnungsschein**  
**Subscription Form**

Zürcher Kantonalbank, Bahnhofstrasse 9, 8001 Zurich (**Zeichner / Subscriber**), zeichnet in voller Kenntnis der Statuten der VectivBio Holding AG, Basel, CHE-289.024.902 (die **Gesellschaft**), und unter Bezugnahme auf (i) die Ermächtigung des Verwaltungsrates der Gesellschaft gemäss Generalversammlungsbeschluss vom 30. Juni 2022 im Rahmen des genehmigten Aktienkapitals das Aktienkapital der Gesellschaft gemäss Art. 3a der Statuten der Gesellschaft um maximal CHF 992'218.00 zu erhöhen, (ii) den Kapitalerhöhungsbeschluss des Verwaltungsrates der Gesellschaft vom [ ● ] sowie (iii) den Prospekt vom [ ● ]:

*subscribes in full knowledge of the articles of association of VectivBio Holding AG, Basel, CHE-289.024.902 (the **Company**), and with reference to (i) the authorization of the board of directors of the Company pursuant to the resolution of the general meeting of shareholders held on June 30, 2022 to increase the share capital of the Company by an amount of up to CHF 992,218.00 out of the authorized share capital pursuant to art. 3a of the articles of association of the Company and (ii) the resolution of the board of directors of the Company to increase the share capital dated [ ● ] as well as (iii) the prospectus dated [ ● ]:*

\_\_\_\_\_ ordentliche Namenaktien der Gesellschaft mit einem Nennwert von je CHF 0.05 zum Ausgabebetrag von CHF 0.05 pro Aktie (Gesamtausgabebetrag von CHF \_\_\_\_\_).

\_\_\_\_\_ registered ordinary shares of the Company with a nominal value of CHF 0.05 each at an issue price of CHF 0.05 per share (aggregate issue price of CHF \_\_\_\_\_).

Der Zeichner verpflichtet sich hiermit bedingungslos, eine dem Gesamtausgabebetrag entsprechende Einlage zu leisten. Die Einlage erfolgt durch:

*The Subscriber herewith undertakes unconditionally to make a contribution corresponding to the aggregate issue price. The contribution is paid by:*

Geldeinlage in der Höhe von CHF \_\_\_\_\_ durch Einzahlung auf das von der Gesellschaft bezeichnete Konto.

*deposit of funds by cash payment of CHF \_\_\_\_\_ into the account designated by the Company.*

Dieser Zeichnungsschein und die darin übernommenen Verpflichtungen sind gültig bis zum [ ● ].

*This subscription form and the obligations assumed herein are valid until [ ● ].*

Dieser Zeichnungsschein untersteht materiellem Schweizer Recht ohne Berücksichtigung der kollisionsrechtlichen Bestimmungen des internationalen Privatrechts und unter Ausschluss des Übereinkommens der Vereinten Nationen über Verträge über den internationalen Warenkauf. Ausschliesslicher Gerichtsstand für sämtliche Streitigkeiten aus oder im Zusammenhang mit diesem Zeichnungsschein ist die Stadt Basel, Schweiz.

*This subscription form shall be governed by the substantive laws of Switzerland, without regard to the conflicts of law provisions of international private law and excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to this subscription form shall be the city of Basel, Switzerland.*

Wenn dieser Zeichnungsschein bei Durchführung der Kapitalerhöhung nur als handschriftlich oder elektronisch unterschriebene pdf- oder Faxkopie (aber nicht als Original) vorliegt, bevollmächtigt der Zeichner hiermit jedes Mitglied des Verwaltungsrates der Gesellschaft, diesen Zeichnungsschein im Namen des Zeichners auf der Grundlage dieser handschriftlich oder elektronisch unterschriebenen pdf- oder Faxkopie zu unterzeichnen.

---

*If this subscription form is available at completion of the capital increase only as a wet ink or electronically signed pdf or fax copy (but not as an original), the Subscriber hereby authorizes any member of the board of directors of the Company to sign this subscription form on behalf of the Subscriber on the basis of such wet ink or electronically signed pdf or fax copy.*

Im Fall von Differenzen zwischen der deutschen und der englischen Fassung dieses Zeichnungsscheins geht die deutsche Fassung vor.

*In case of discrepancies between the German and the English version of this subscription form, the German version shall prevail.*

[Unterschriftenseite folgt]  
[Signature page follows]

---

Datum / *date*: \_\_\_\_\_

[ ● ]

---

Name:  
Title:

---

Name:  
Title:

**Statuten  
der VectivBio Holding AG  
(VectivBio Holding SA)  
(VectivBio Holding Ltd)**

**Articles of Association  
of VectivBio Holding Ltd  
(VectivBio Holding AG)  
(VectivBio Holding SA)**

---

**Abschnitt 1**  
*Firma, Sitz, Dauer und Zweck der Gesellschaft*

---



---

**Section 1**  
*Name, Place of Incorporation, Duration and Purpose of the Company*

---

**Artikel 1****Article 1**

Firma, Sitz, Dauer

<sup>1</sup> Unter der FirmaName, Place of  
Incorporation, Duration<sup>1</sup> Under the name

**VectivBio Holding AG**  
**(VectivBio Holding SA)**  
**(VectivBio Holding Ltd)**

**VectivBio Holding Ltd**  
**(VectivBio Holding AG)**  
**(VectivBio Holding SA)**

besteht eine Aktiengesellschaft gemäss den Bestimmungen des Schweizerischen Obligationenrechts (das **OR**) mit Sitz in Basel, Kanton Basel-Stadt (die **Gesellschaft**).

shall exist a corporation pursuant to the provisions of the Swiss Code of Obligations (the **CO**) with its registered office in Basel, canton of Basel-Stadt (the **Company**).

<sup>2</sup> Die Dauer der Gesellschaft ist unbeschränkt.<sup>2</sup> The duration of the Company shall be unlimited.**Artikel 2****Article 2**

Zweck

<sup>1</sup> Zweck der Gesellschaft ist der Erwerb, das Halten, die Verwaltung, die Verwertung und die Veräusserung von in- und ausländischen Beteiligungen, ob direkt oder indirekt, insbesondere in den Bereichen Forschung, Entwicklung, Herstellung, Verkauf und Lizenzierung von Produkten in den Gebieten der Biotechnologie, der Pharmazie, Medizintechnologie, Diagnose und Therapie und verwandten Gebieten.

Purpose

<sup>1</sup> The purpose of the Company is to acquire, hold, manage, exploit and sell, whether directly or indirectly, interests in participations in Switzerland and abroad active, in particular, in the research, development, production, sale and licensing of products in the fields of biotechnology, pharmaceuticals, medical technology, diagnosis and therapy and related areas.

<sup>2</sup> Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften im In- und Ausland errichten und sich an anderen Unternehmen im In- und Ausland beteiligen.

<sup>2</sup> The Company may open branch offices and subsidiaries in Switzerland and abroad and acquire participations or otherwise invest in other companies in Switzerland and abroad.

<sup>3</sup> Die Gesellschaft kann Grundstücke und Immaterialgüterrechte im In- und Ausland erwerben, halten, verwalten, belasten, verwerten und veräußern sowie andere Gesellschaften mit oder ohne Gegenleistung finanzieren.

<sup>4</sup> Die Gesellschaft kann alle kommerziellen, finanziellen und anderen Tätigkeiten ausüben, die geeignet erscheinen, den Zweck der Gesellschaft zu fördern, oder die mit diesem zusammenhängen.

---

**Abschnitt 2**  
*Aktienkapital, Aktien,  
Übertragungsbeschränkungen*

---

**Artikel 3**

Aktienkapital

Das Aktienkapital der Gesellschaft beträgt CHF 3'369'589.50 und ist eingeteilt in 67'391'790 voll liberierte Namenaktien mit einem Nennwert von je CHF 0.05.

Share Capital

<sup>3</sup> The Company may acquire, hold, manage, mortgage, exploit and sell real estate and intellectual property rights in Switzerland and abroad and may also finance or fund other companies with or without consideration.

<sup>4</sup> The Company may engage in any commercial, financial and other activities which are suitable to favor the purpose of the Company or which are related to its purpose.

---

**Section 2**  
*Share Capital, Shares, Restrictions of  
Transferability*

---

**Article 3**

The share capital of the Company is CHF 3,369,589.50 and is divided into 67,391,790 fully paid in registered shares with a par value of CHF 0.05 each.

**Artikel 3a**

Genehmigtes Aktienkapital

<sup>1</sup> Der Verwaltungsrat ist ermächtigt, jederzeit, einschliesslich im Zusammenhang mit einer beabsichtigten Übernahme, bis zum 30. Juni 2024 das Aktienkapital im Maximalbetrag von CHF 157'218.00 durch Ausgabe von höchstens 3'144'360 voll zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.05 zu erhöhen. Erhöhungen in Teilbeträgen sind gestattet.

Authorized Share  
Capital

**Article 3a**

<sup>1</sup> The Board of Directors shall be authorized to increase the share capital at any time, including in connection with an intended takeover, until June 30, 2024 by a maximum amount of CHF 157,218.00 by issuing a maximum of 3,144,360 fully paid in registered shares with a par value of CHF 0.05 each. Increases in partial amounts shall be permissible.

<sup>2</sup> Zeichnung und Erwerb der neuen Aktien sowie jede nachfolgende Übertragung der Aktien unterliegen den Beschränkungen von Artikel 5 dieser Statuten.

<sup>2</sup> The subscription and acquisition of the new shares as well as any subsequent transfer of the shares shall be subject to the restrictions pursuant to Article 5 of these articles of association.

<sup>3</sup> Der Verwaltungsrat legt den Ausgabebetrag, die Art der Einlagen (einschliesslich durch Umwandlung von frei verwendbarem Eigenkapital, durch Sacheinlage oder durch Verrechnung), den Zeitpunkt der Ausgabe, die Bedingungen der Bezugsrechtsausübung und den Beginn der Dividendenberechtigung fest. Dabei kann der Verwaltungsrat neue Aktien mittels Festübernahme durch eine Bank, ein Bankenkonsortium oder einen anderen Dritten und anschliessendem Angebot an die bisherigen Aktionäre oder an Dritte (sofern die Bezugsrechte der bisherigen Aktionäre aufgehoben sind oder nicht gültig ausgeübt werden) ausgeben. Der Verwaltungsrat ist ermächtigt, den Handel mit Bezugsrechten zu ermöglichen, zu beschränken oder auszuschliessen. Nicht ausgeübte Bezugsrechte kann der Verwaltungsrat verfallen lassen, oder er kann diese bzw. Aktien, für welche Bezugsrechte eingeräumt, aber nicht ausgeübt werden, zu Marktkonditionen platzieren oder anderweitig im Interesse der Gesellschaft verwenden.

<sup>4</sup> Der Verwaltungsrat ist ferner ermächtigt, das Bezugsrecht der bisherigen Aktionäre aufzuheben oder zu beschränken und Dritten, der Gesellschaft oder einer ihrer Konzerngesellschaften zuzuweisen:

- (a) wenn der Ausgabebetrag der neuen Aktien unter Berücksichtigung des Marktpreises festgesetzt wird; oder
- (b) für die Beschaffung von Kapital auf eine schnelle und flexible Weise, welche ohne den Ausschluss der Bezugsrechte der bisherigen Aktionäre nicht oder nur schwer, mit Verzögerungen oder zu wesentlich schlechteren Bedingungen möglich wäre; oder

<sup>3</sup> The Board of Directors shall determine the issue price, the type of contribution (including by conversion of freely disposable equity, by a contribution in kind or by way of set-off), the date of issue, the conditions for the exercise of pre-emptive rights and the beginning date for dividend entitlement. In this regard, the Board of Directors may issue new shares by means of a firm underwriting through a financial institution, a syndicate of financial institutions or another third party and a subsequent offering of these shares to the existing shareholders or third parties (if the pre-emptive rights of the existing shareholders have been withdrawn or have not been duly exercised). The Board of Directors is entitled to permit, to restrict or to exclude the trading in pre-emptive rights. It may permit the expiration of pre-emptive rights that have not been exercised, or it may place such rights or shares as to which pre-emptive rights have been granted, but not exercised, at market conditions or may use them otherwise in the interest of the Company.

<sup>4</sup> The Board of Directors is further authorized to withdraw or limit the pre-emptive rights of the existing shareholders and allocate such rights to third parties, the Company or any of its group companies:

- (a) if the issue price of the new shares is determined by reference to the market price; or
- (b) for raising capital in a fast and flexible manner, which would not be possible, or might only be possible with great difficulty or delays or at significantly less favorable conditions, without the exclusion of the pre-emptive rights of the existing shareholders; or

- (c) für die Übernahme von Unternehmen, Unternehmensteilen oder Beteiligungen, den Erwerb von Produkten, Immaterialgütern oder Lizenzen durch oder Investitionsvorhaben der Gesellschaft oder einer ihrer Konzerngesellschaften oder für die Finanzierung oder Refinanzierung solcher Transaktionen durch eine Aktienplatzierung; oder
  - (d) zum Zwecke der Erweiterung des Aktionärskreises der Gesellschaft in bestimmten geographischen, Finanz- oder Investoren-Märkten, zur Beteiligung von strategischen Partnern oder im Zusammenhang mit der Kotierung von neuen Aktien an inländischen oder ausländischen Börsen; oder
  - (e) für die Einräumung einer Mehrzuteilungsoption (*Greenshoe*) oder einer Option zur Zeichnung von zusätzlichen Aktien an die betreffenden Erstkäufer oder Festübernehmer im Rahmen einer Aktienplatzierung oder eines Aktienverkaufs; oder
  - (f) für die Beteiligung von Mitgliedern des Verwaltungsrates, Mitgliedern der Geschäftsleitung, Arbeitnehmern, Beauftragten, Beratern oder anderen Personen, die für die Gesellschaft oder eine ihrer Konzerngesellschaften Leistungen erbringen; oder
  - (g) wenn ein Aktionär oder eine Gruppe von in gemeinsamer Absprache handelnden Aktionären mehr als 18% des im Handelsregister eingetragenen Aktienkapitals der Gesellschaft auf sich vereinigt hat, ohne allen übrigen Aktionären ein vom Verwaltungsrat empfohlenes Übernahmeangebot unterbreitet zu haben; oder
- (c) for the acquisition of companies, part(s) of companies or participations, for the acquisition of products, intellectual property or licenses by or for investment projects of the Company or any of its group companies, or for the financing or refinancing of any of such transactions through a placement of shares; or
  - (d) for purposes of broadening the shareholder constituency of the Company in certain geographic, financial or investor markets, for purposes of the participation of strategic partners, or in connection with the listing of new shares on domestic or foreign stock exchanges; or
  - (e) for purposes of granting an over-allotment option (*Greenshoe*) or an option to subscribe for additional shares in a placement or sale of shares to the respective initial purchaser(s) or underwriter(s); or
  - (f) for the participation of members of the Board of Directors, members of the Executive Committee, employees, contractors, consultants or other persons performing services for the benefit of the Company or any of its group companies; or
  - (g) following a shareholder or a group of shareholders acting in concert having accumulated shareholdings in excess of 18% of the share capital registered in the commercial register without having submitted to all other shareholders a takeover offer recommended by the Board of Directors; or

- (h) zur Abwehr eines unterbreiteten, angedrohten oder potentiellen Übernahmeangebotes, welches der Verwaltungsrat, nach Konsultation mit einem von ihm beigezogenen unabhängigen Finanzberater, den Aktionären nicht zur Annahme empfohlen hat bzw. nicht empfohlen wird, weil der Verwaltungsrat das Übernahmeangebot in finanzieller Hinsicht gegenüber den Aktionären nicht als fair oder nicht als im Interesse der Gesellschaft liegend beurteilt.

### Artikel 3b

Bedingtes Aktienkapital für Beteiligungsprogramme

<sup>1</sup> Das Aktienkapital kann sich durch Ausgabe von höchstens 10'826'640 voll zu liberierenden Namenaktien im Nennwert von je CHF 0.05 um höchstens CHF 541'332.00 erhöhen durch Ausgabe von Rechten auf den Bezug neuer Aktien im Sinne von Artikel 653 Abs. 1 OR an Mitglieder des Verwaltungsrates, Mitglieder der Geschäftsleitung oder Arbeitnehmer, Beauftragte oder Berater der Gesellschaft und ihrer Konzerngesellschaften oder andere Personen, welche Dienstleistungen für die Gesellschaft oder ihre Konzerngesellschaften erbringen.

<sup>2</sup> Bei der Ausgabe von Aktien, Optionen oder diesbezüglichen Bezugsrechten sind das Bezugsrecht wie auch das Vorwegzeichnungsrecht der Aktionäre der Gesellschaft ausgeschlossen. Die Ausgabe von Aktien, Optionen oder diesbezüglichen Bezugsrechten erfolgt gemäss einem oder mehreren vom Verwaltungsrat oder, soweit an ihn delegiert, vom Vergütungsausschuss zu erlassenden Reglementen und, soweit anwendbar, unter Berücksichtigung der Grundsätze der Vergütung gemäss Artikel 27 dieser Statuten. Die Ausgabe von Aktien, Optionen oder Bezugsrechten darauf kann zu einem Preis oder mit einem Ausübungspreis unter dem Börsenkurs erfolgen.

- (h) for the defense of an actual, threatened or potential takeover offer that the Board of Directors, upon consultation with an independent financial adviser retained by it, has not recommended or will not recommend to the shareholders to accept on the basis that the Board of Directors does not find such takeover offer to be financially fair to the shareholders or to be in the Company's interest.

### Article 3b

Conditional Share Capital for Participation Programs

<sup>1</sup> The share capital may be increased in an amount not to exceed CHF 541,332.00 through the issuance of up to 10,826,640 fully paid in registered shares with a par value of CHF 0.05 per share through the issuance of rights to subscribe for new shares within the meaning of article 653(1) CO to members of the Board of Directors, members of the Executive Committee or employees, contractors or consultants of the Company or its group companies, or other persons providing services to the Company or its group companies.

<sup>2</sup> The pre-emptive rights and advance subscription rights of the shareholders of the Company shall be excluded in connection with the issuance of any shares, options or subscription rights therefor. Shares, options or subscription rights therefor shall be issued pursuant to one or more regulations to be issued by the Board of Directors or, to the extent delegated to it, the Compensation Committee, and to the extent applicable, taking into account the compensation principles pursuant to Article 27 of these articles of association. Shares, options or subscription rights therefor may be issued at a price or with an exercise price lower than the market price.

<sup>3</sup> Der Erwerb der neuen Aktien, welche durch in Absatz 1 genannte Personen im Rahmen eines Beteiligungsprogramms direkt oder indirekt erworben werden, sowie jede nachfolgende Übertragung der Aktien unterliegen den Beschränkungen von Artikel 5 dieser Statuten.

### Artikel 3c

Bedingtes Aktienkapital für Finanzierungen, Akquisitionen und andere Zwecke

<sup>1</sup> Das Aktienkapital kann sich, einschliesslich im Zusammenhang mit einer beabsichtigten Übernahme, durch Ausgabe von höchstens 9'017'720 voll zu liberierenden Namenaktien im Nennwert von je CHF 0.05 um höchstens CHF 450'886.00 erhöhen durch die Ausübung oder Zwangsausübung von Wandel-, Tausch- und Optionsrechten sowie Rechten auf den Bezug von Aktien im Sinne von Artikel 653 Abs. 1 OR oder die Auslösung von Wandel-, Tausch-, Erwerbs-, Bezugs- oder ähnlichen Pflichten auf den Bezug von Aktien, welche Aktionären oder Dritten in Verbindung mit Anleiensobligationen, Darlehen, Optionen, Warrants oder anderen Finanzmarktinstrumenten oder vertraglichen Verpflichtungen der Gesellschaft oder einer ihrer Konzerngesellschaften eingeräumt bzw. auferlegt werden (nachfolgend zusammen die **Finanzinstrumente**).

<sup>2</sup> Bei der Ausgabe von Aktien infolge Wandlung, Tausch, Ausübung oder Auslösung der Finanzinstrumente ist das Bezugsrecht der Aktionäre ausgeschlossen. Zum Bezug der neuen Aktien, die bei Wandlung, Tausch, Ausübung oder Auslösung von Finanzinstrumenten ausgegeben werden, sind die jeweiligen Inhaber der Finanzinstrumente berechtigt bzw. verpflichtet. Die wesentlichen Bedingungen der Finanzinstrumente sind durch den Verwaltungsrat festzulegen.

<sup>3</sup> Der Verwaltungsrat ist ermächtigt, die Vorwegzeichnungsrechte der Aktionäre im Zusammenhang mit der Ausgabe von Finanzinstrumenten durch die Gesellschaft oder eine ihrer Konzerngesellschaften zu beschränken oder aufzuheben, (1) falls die Ausgabe zum Zwecke der

<sup>3</sup> The direct or indirect acquisition of the new shares by persons listed in paragraph 1 in connection with a participation program and any subsequent transfer of such shares shall be subject to the restrictions of Article 5 of these articles of association.

### Article 3c

<sup>1</sup> The share capital may be increased, including in connection with an intended takeover, in an amount not to exceed CHF 450,886.00 through the issuance of up to 9,017,720 fully paid in registered shares with a par value of CHF 0.05 per share through the exercise or mandatory exercise of conversion, exchange, option or warrant rights as well as rights for the subscription of shares according to article 653(1) CO or the triggering of conversion, exchange, purchase or similar obligations for the subscription of shares granted to, or imposed on, shareholders or third parties in connection with bonds, notes, options, warrants or other securities or contractual obligations of the Company or any of its group companies (hereinafter collectively, the **Financial Instruments**).

<sup>2</sup> The pre-emptive rights of shareholders shall be excluded upon conversion, exchange, exercise or the triggering of any Financial Instruments in connection with the issuance of shares. The then-current owners of such Financial Instruments shall be entitled or obliged to acquire the new shares issued upon conversion, exchange, exercise or the triggering of any Financial Instruments. The main conditions of the Financial Instruments shall be determined by the Board of Directors.

<sup>3</sup> The Board of Directors shall be authorized to limit or withdraw advance subscription rights of shareholders in connection with the issuance of Financial Instruments by the Company or one of its group companies (1) if the issuance is for purposes of financing or refinancing, or the payment for, the

Finanzierung oder Refinanzierung oder Abgeltung der Übernahme von Unternehmen, Unternehmensteilen, Beteiligungen, Produkten, Immaterialgüterrechten, Lizenzen oder Investitionen erfolgt, (2) falls die Ausgabe auf nationalen oder internationalen Finanzmärkten oder im Rahmen einer Privatplatzierung erfolgt, (3) wenn ein Aktionär oder eine Gruppe von in gemeinsamer Absprache handelnden Aktionären mehr als 18% des im Handelsregister eingetragenen Aktienkapitals der Gesellschaft auf sich vereinigt hat, ohne allen übrigen Aktionären ein vom Verwaltungsrat empfohlenes Übernahmeangebot unterbreitet zu haben, (4) zur Abwehr eines unterbreiteten, angedrohten oder potentiellen Übernahmeangebotes, welches der Verwaltungsrat, nach Konsultation mit einem von ihm beigezogenen unabhängigen Finanzberater, den Aktionären nicht zur Annahme empfohlen hat bzw. nicht empfehlen wird, weil der Verwaltungsrat das Übernahmeangebot in finanzieller Hinsicht gegenüber den Aktionären nicht als fair oder nicht als im Interesse der Gesellschaft liegend beurteilt oder (5) falls die Finanzinstrumente zu angemessenen Bedingungen ausgegeben werden. Als angemessene Bedingungen gilt insbesondere Folgendes:

- (a) Die Finanzinstrumente werden zu marktüblichen Bedingungen ausgegeben oder eingegangen; und
- (b) der Umwandlungs-, Tausch- oder sonstige Ausübungspreis der Finanzinstrumente wird unter Berücksichtigung, und/oder unter dem Vorbehalt von Änderungen aufgrund, der Bewertung des Eigenkapitals der Gesellschaft und/oder der Marktbedingungen festgesetzt; und
- (c) die Finanzinstrumente sind höchstens während 10 Jahren ab dem jeweiligen Zeitpunkt der betreffenden Ausgabe oder des betreffenden Abschlusses wandel-, tausch- oder ausübbar.

acquisition of companies, parts of a company, participations, products, intellectual property rights, licenses or investments, (2) if the issuance occurs in national or international capital markets or through a private placement, (3) following a shareholder or a group of shareholders acting in concert having accumulated shareholdings in excess of 18% of the share capital registered in the commercial register without having submitted to all other shareholders a takeover offer recommended by the Board of Directors, (4) for the defense of an actual, threatened or potential takeover offer that the Board of Directors, upon consultation with an independent financial adviser retained by it, has not recommended or will not recommend to the shareholders to accept on the basis that the Board of Directors does not find such takeover offer to be financially fair to the shareholders or to be in the Company's interest, or (5) if the Financial Instruments are issued at reasonable terms and conditions. In particular, the following shall be considered reasonable terms and conditions:

- (a) the Financial Instruments are issued or entered into at market conditions; and
- (b) the conversion, exchange or exercise price of the Financial Instruments is set with reference to, and/or is subject to change based upon, the valuation of the Company's equity and/or market conditions; and
- (c) the Financial Instruments may be converted, exchanged, exercised or triggered during a maximum period of 10 years from the date of the relevant issuance or contract conclusion.

<sup>4</sup> Der Erwerb der neuen Aktien, welche über die Wandlung, den Tausch, die Ausübung oder die Auslösung von Finanzinstrumenten direkt oder indirekt erworben werden, sowie jede nachfolgende Übertragung der Aktien unterliegen den Beschränkungen von Artikel 5 dieser Statuten.

#### Artikel 4

Aktienzertifikate und  
Bucheffekten

<sup>1</sup> Die Gesellschaft gibt ihre Namenaktien in Form von Einzelurkunden, Globalurkunden, Wertrechten im Sinne von Artikel 973c oder 973d OR oder Bucheffekten aus. Der Gesellschaft steht es im Rahmen der gesetzlichen Vorgaben frei, ihre in einer dieser Formen ausgegebenen Namenaktien jederzeit und ohne Zustimmung der Aktionäre in eine andere Form umzuwandeln. Die Gesellschaft trägt dafür die Kosten.

<sup>2</sup> Ein Aktionär hat keinen Anspruch auf Umwandlung von in bestimmter Form ausgegebenen Namenaktien in eine andere Form. Jeder Aktionär kann jedoch von der Gesellschaft jederzeit die Ausstellung einer Bescheinigung über die von ihm gemäss Aktienbuch gehaltenen Namenaktien verlangen.

<sup>3</sup> Bucheffekten, denen Namenaktien der Gesellschaft zugrunde liegen, können nicht durch Zession übertragen werden. An diesen Bucheffekten können auch keine Sicherheiten durch Zession bestellt werden.

<sup>4</sup> The direct or indirect acquisition of the new shares acquired through the conversion, exchange, exercise or triggering of Financial Instruments and any subsequent transfer of such shares shall be subject to the restrictions of Article 5 of these articles of association.

#### Article 4

Share Certificates and  
Intermediated Securities

<sup>1</sup> The Company may issue its registered shares in the form of single certificates, global certificates, uncertificated securities within the meaning of article 973c or 973d CO, or intermediated securities. Subject to applicable law, the Company may convert its registered shares from one form into another form at any time and without the approval of the shareholders. The Company shall bear the cost associated with any such conversion.

<sup>2</sup> A shareholder has no right to request a conversion of the registered shares issued in one form into another form. Each shareholder may, however, at any time request from the Company a written confirmation of the registered shares held by such shareholder, as reflected in the share register.

<sup>3</sup> Intermediated securities based on registered shares of the Company cannot be transferred by way of assignment. A security interest in any such intermediated securities also cannot be granted by way of assignment.

**Artikel 5**

Aktienbuch,  
Eintragungsbeschränkungen,  
Nominees

<sup>1</sup> Die Gesellschaft oder ein von ihr beauftragter Dritter führt für die Namenaktien ein Aktienbuch, in welches die Eigentümer und Nutzniesser mit Name und Vorname (bei juristischen Personen die Firma), Adresse und Staatsangehörigkeit (bei juristischen Personen der Sitz) eingetragen werden. Wechselt eine im Aktienbuch eingetragene Person ihre Adresse, so hat sie dies dem Aktienbuchführer mitzuteilen. Solange dies nicht geschehen ist, gelten alle brieflichen Mitteilungen der Gesellschaft an die im Aktienbuch eingetragenen Personen als rechtsgültig an die bisher im Aktienbuch eingetragene Adresse erfolgt.

<sup>2</sup> Erwerber von Namenaktien werden auf Gesuch als Aktionäre mit Stimmrecht im Aktienbuch eingetragen, falls sie ausdrücklich erklären, diese Namenaktien im eigenen Namen und für eigene Rechnung erworben zu haben und dass sie alle anderen gesetzlichen Voraussetzungen erfüllen. Vorbehältlich Absatz 4 und 6 dieses Artikels 5 und Artikel 685d Abs. 3 OR wird keine Person als Aktionär mit Stimmrecht für mehr als 18% des im Handelsregister eingetragenen Aktienkapitals im Aktienbuch eingetragen, und keine Person darf alleine oder zusammen mit Dritten, direkt oder indirekt, formell, zuordenbar oder als wirtschaftlich Berechtigter Stimmrechte (ob ausübbar oder nicht) für mehr als 18% des im Handelsregister eingetragenen Aktienkapitals besitzen oder anderweitig über diese Limite hinaus Stimmrechte (ob ausübbar oder nicht) kontrollieren oder steuern. Diese Beschränkung gilt auch für Personen, die ihre Aktien ganz oder teilweise über Nominees (wie in Absatz 4 dieses Artikels 5 definiert) halten oder erwerben.

<sup>3</sup> Mit Vorbehalt von Artikel 652b Abs. 3 OR gilt diese Eintragungsbeschränkung auch im Falle des Erwerbs von Namenaktien in Ausübung von Bezugs-, Options- oder Wandelrechten. Diese Eintragungsbeschränkung findet keine Anwendung bei Erwerb durch Erbgang, Erbteilung oder eheliches Güterrecht.

**Article 5**

Share Register,  
Restrictions on  
Registration, Nominees

<sup>1</sup> The Company shall maintain, itself or through a third party, a share register for the registered shares that lists the surname and name (the name of the company in case of a legal entity), the address and the nationality (the registered office in case of a legal entity) of the shareholders or usufructuaries. A person registered in the share register shall notify the share registrar of any change in address. Until such notification has occurred, all written communications from the Company to persons registered in the share register shall be deemed to have validly been made if sent to the address previously recorded in the share register.

<sup>2</sup> Persons acquiring registered shares shall be registered in the share register as shareholders with voting rights upon their request if they expressly declare to have acquired these registered shares in their own name and for their own account and to fulfil any other statutory requirements. Subject to paragraphs 4 and 6 of this Article 5 and article 685d(3) CO, no person or entity shall be registered in the share register as a shareholder with voting rights for, and no person or entity may directly or indirectly, formally, constructively or beneficially own, or otherwise control or direct, alone or together with third parties, voting rights (whether exercisable or not) with respect to, more than 18% of the share capital registered in the commercial register. This restriction shall also apply to persons or entities who hold or acquire some or all of their shares through Nominees (as defined in paragraph 4 of this Article 5).

<sup>3</sup> Subject to article 652b(3) CO, this registration restriction also applies in the case of the acquisition of shares by the exercise of subscription, option or conversion rights. This registration restriction does not apply to acquisitions by inheritance, division of an estate or matrimonial property law.

<sup>4</sup> Der Verwaltungsrat kann im eigenen Ermessen Personen, die im Eintragungsgesuch erklären, die Namenaktien als Nominees (je ein **Nominee**) für Rechnung von Drittberechtigten (je ein **wirtschaftlicher Berechtigter**) zu halten, als Aktionäre mit Stimmrecht im Aktienbuch eintragen. Falls jedoch ein wirtschaftlich Berechtigter alleine oder zusammen mit Dritten infolge einer solchen getätigten oder aufrechterhaltenen Eintragung direkt oder indirekt, formell, zuordenbar oder als wirtschaftlich Berechtigter Stimmrechte (ob ausübbar oder nicht) für mehr als 18% des im Handelsregister eingetragenen Aktienkapitals besitzen oder anderweitig über diese Limite hinaus Stimmrechte (ob ausübbar oder nicht) kontrollieren oder steuern sollte, kann der Verwaltungsrat die Eintragung des Nominees, der die Aktien für Rechnung des wirtschaftlich Berechtigten hält, in Bezug auf alle Aktien, welche diese Limite überschreiten, streichen. Der Verwaltungsrat kann die Eintragung mit Stimmrecht der von einem Nominee gehaltenen Aktien von Bedingungen, Beschränkungen und Meldepflichten abhängig machen und solche Bedingungen, Beschränkungen und Pflichten nach der Eintragung auferlegen oder anpassen.

<sup>5</sup> Juristische Personen und Personengesellschaften oder andere Personenzusammenschlüsse oder Gesamthandverhältnisse, die untereinander kapital- oder stimmenmässig, durch einheitliche Leitung oder auf andere Weise verbunden sind, sowie natürliche oder juristische Personen oder Personengesellschaften, die im Hinblick auf eine Umgehung der Beschränkungen oder Limiten gemäss Absatz 2 oder 4 dieses Artikels 5 in gemeinsamer Absprache handeln oder anderweitig koordiniert vorgehen oder Aktien indirekt erwerben, gelten als eine Person, ein Nominee oder ein Erwerber im Sinne von Absatz 2 bzw. 4 dieses Artikels 5.

<sup>4</sup> The Board of Directors may, in its own discretion, register persons who declare in the registration application that they hold the registered shares as nominees (each a **Nominee**) on behalf of third party beneficiaries (each a **Beneficial Owner**) in the share register as shareholders with voting rights. If, however, any Beneficial Owner should as a result of such registration being made or upheld, directly or indirectly, formally, constructively or beneficially own, or otherwise control or direct, alone or together with third parties, voting rights (whether exercisable or not) with respect to more than 18% of the share capital registered in the commercial register, the Board of Directors may cancel the registration of the Nominee holding shares for the account of such Beneficial Owner with respect to any shares in excess of such limit. The Board of Directors may make the registration with voting rights of the shares held by a Nominee subject to conditions, limitations and reporting requirements and may impose or adjust such conditions, limitations and requirements once registered.

<sup>5</sup> Legal entities and partnerships or other groups of persons or joint owners who are interrelated to one another through capital ownership, voting rights, uniform management or are otherwise linked as well as individuals, legal entities or partnerships who act in concert or otherwise act in a coordinated manner or acquire shares indirectly, thereby circumventing the restrictions or limits pursuant to paragraph 2 or 4 of this Article 5 shall be treated as one single person, entity, Nominee or as one person acquiring shares, as applicable, for purposes of paragraphs 2 and 4 of this Article 5.

<sup>6</sup> Der Verwaltungsrat kann aus berechtigten Gründen mit einer Mehrheit von zwei Dritteln sämtlicher Mitglieder beschliessen, im Sinne einer Ausnahme die Beschränkungen oder Limiten gemäss Absatz 2 bzw. 4 dieses Artikels 5 teilweise oder vollständig nicht anzuwenden. Ein berechtigter Grund kann den Fall beinhalten, wo eine Person ein Angebot zum Kauf in Bezug auf sämtliche anderen Aktien der Gesellschaft unterbreitet, welches der Verwaltungsrat, nach Konsultation mit einem unabhängigen Finanzberater, den Aktionären empfiehlt. Aktionäre (ausser Nominees), welche im Zeitpunkt des Inkrafttretens dieses Artikels 5 bereits direkt oder indirekt über einen Nominee mit mehr als 18% des im Handelsregister eingetragenen Aktienkapitals eingetragen sind bzw. Aktien über diese Limite zugeteilt erhalten haben, bleiben bzw. werden mit Stimmrecht für diese Aktien eingetragen.

<sup>7</sup> Der Verwaltungsrat kann nach Anhörung des eingetragenen Aktionärs oder Nominees dessen Eintragung im Aktienbuch mit Rückwirkung auf das Datum der Eintragung streichen, wenn diese durch falsche oder irreführende Angaben zustande gekommen ist oder Angaben falsch oder irreführend geworden sind. Der Betroffene muss über die Streichung sofort informiert werden.

<sup>8</sup> Der Verwaltungsrat regelt die Einzelheiten und trifft die zur Einhaltung der vorstehenden Bestimmungen notwendigen Anordnungen. Der Verwaltungsrat kann seine Aufgaben delegieren.

#### **Artikel 6**

<sup>1</sup> Die Gesellschaft anerkennt nur einen Vertreter pro Aktie.

<sup>6</sup> The Board of Directors may resolve not to apply, in part or in full, the restrictions or limits pursuant to paragraphs 2 or 4 of this Article 5 by way of exception for justified reasons with the majority vote of two thirds of all its members. A justified reason may include the situation where a person extends an offer to purchase with respect to all other shares of the Company, which the Board of Directors, after having consulted an independent financial advisor, recommends to the shareholders. Shareholders, other than Nominees, already being registered with, and / or having been allocated, directly or through a Nominee, more than 18% of the share capital registered in the commercial register at the time that this Article 5 takes effect remain or will be registered with voting rights for such shares.

<sup>7</sup> After hearing the registered shareholder or Nominee, the Board of Directors may cancel such person's registration in the share register with retroactive effect as of the date of registration if such registration was made based on false or misleading information or if such information becomes untrue or misleading. The relevant shareholder or Nominee shall be promptly informed of the cancellation.

<sup>8</sup> The Board of Directors shall regulate all details and issue the instructions necessary to ensure compliance with the preceding provisions. The Board of Directors may delegate its duties.

#### **Article 6**

<sup>1</sup> The Company shall only accept one representative per share.

Rechtsausübung

Exercise of Rights

<sup>2</sup> Das Stimmrecht und die damit zusammenhängenden Rechte können der Gesellschaft gegenüber von einem Aktionär, Nutzniesser oder Nominee jeweils nur in dem Umfang ausgeübt werden, wie dieser mit Stimmrecht im Aktienbuch eingetragen ist.

---

### Abschnitt 3

#### Organe

---

#### A. Die Generalversammlung

---

##### Artikel 7

<sup>1</sup> Die Generalversammlung der Aktionäre ist das oberste Organ der Gesellschaft.

<sup>2</sup> Der Generalversammlung stehen folgende unübertragbaren Befugnisse zu:

1. die Festsetzung und Änderung dieser Statuten;
2. die Wahl und Abberufung der Mitglieder des Verwaltungsrates, des Präsidenten des Verwaltungsrates und der Mitglieder des Vergütungsausschusses;
3. die Wahl und Abberufung der Revisionsstelle;
4. die Wahl und Abberufung des unabhängigen Stimmrechtsvertreters;
5. die Genehmigung des Lageberichtes und der Konzernrechnung;

<sup>2</sup> The voting right and the rights associated therewith may be exercised vis-à-vis the Company by a shareholder, usufructuary or Nominee only to the extent that such person is registered in the share register with voting rights.

---

### Section 3

#### Corporate Bodies

---

#### A. The General Meeting of Shareholders

---

##### Article 7

<sup>1</sup> The General Meeting of Shareholders is the supreme corporate body of the Company.

<sup>2</sup> The General Meeting of Shareholders shall have the following inalienable powers:

1. the adoption and amendment of these articles of association;
2. the election and dismissal of the members of the Board of Directors, the Chairperson of the Board of Directors and the members of the Compensation Committee;
3. the election and dismissal of the Auditors;
4. the election and dismissal of the independent proxy;
5. the approval of the annual management report and the consolidated financial statements;

Befugnisse der  
Generalversammlung

Powers of the General  
Meeting of  
Shareholders

- |  |   |
|--|---|
| <p>6. die Genehmigung der Jahresrechnung sowie die Beschlussfassung über die Verwendung des Bilanzgewinnes, insbesondere die Festsetzung der (Zwischen-)Dividende, und die Rückzahlung der gesetzlichen Kapitalreserve;</p> <p>7. die Entlastung der Mitglieder des Verwaltungsrates und der mit der Geschäftsführung betrauten Personen;</p> <p>8. die Genehmigung der Vergütungen des Verwaltungsrates und der Geschäftsleitung gemäss Artikel 25 dieser Statuten; und</p> <p>9. die Beschlussfassung über die Gegenstände, die der Generalversammlung durch das Gesetz oder diese Statuten vorbehalten sind oder ihr, vorbehältlich Artikel 716a OR, durch den Verwaltungsrat vorgelegt werden.</p> | <p>6. the approval of the annual financial statements as well as the resolution on the allocation of profit shown on the balance sheet, in particular the determination of (interim) dividends, and the repayment of the statutory capital reserves;</p> <p>7. the discharge from liability of the members of the Board of Directors and the persons entrusted with management;</p> <p>8. the approval of the compensation of the Board of Directors and of the Executive Committee pursuant to Article 25 of these articles of association; and</p> <p>9. the adoption of resolutions on matters that are reserved to the General Meeting of Shareholders by law or these articles of association or that are, subject to article 716a CO, submitted to the General Meeting of Shareholders by the Board of Directors.</p> |
|--|---|

#### Artikel 8

Ordentliche und ausserordentliche Generalversammlungen

<sup>1</sup> Die ordentliche Generalversammlung findet alljährlich innerhalb von sechs Monaten nach Abschluss des Geschäftsjahres der Gesellschaft statt.

<sup>2</sup> Ausserordentliche Generalversammlungen finden statt, sofern

- (a) der Verwaltungsrat oder die Revisionsstelle es für angezeigt erachten;
- (b) es eine Generalversammlung beschliesst; oder
- (c) Aktionäre, die alleine oder zusammen mindestens 10% des Aktienkapitals vertreten, dies gemeinsam schriftlich unter Angabe des Verhandlungsgegenstandes und des Antrages, und bei Wahlen der Namen der vorgeschlagenen Kandidaten, verlangen. Jeder Einberufungsantrag hat die Anforderungen für Traktandierungsanträge gemäss Artikel 10 Absatz 1 dieser Statuten zu erfüllen.

Ordinary and Extraordinary General Meetings of Shareholders

#### Article 8

<sup>1</sup> The Ordinary General Meeting of Shareholders shall be held each year within six months of the close of the financial year of the Company.

<sup>2</sup> Extraordinary General Meetings of Shareholders shall be held if

- (a) the Board of Directors or the Auditors deem it necessary;
- (b) so resolved by a General Meeting of Shareholders; or
- (c) shareholders who hold, alone or together, shares representing at least 10% of the share capital so request in writing, indicating the matters to be discussed and the corresponding proposals and, in case of elections, the names of the nominated candidates. Each calling request must comply with the requirements for requests for inclusion of an item on the agenda pursuant to Article 10 paragraph 1 of these articles of association.

<sup>3</sup> Der Verwaltungsrat bestimmt den oder die Tagungsorte und die Modalitäten der Generalversammlung, welche in der Schweiz oder im Ausland durchgeführt werden kann.

<sup>4</sup> Sofern gesetzlich zulässig und die gesetzlichen Voraussetzungen erfüllt sind, kann der Verwaltungsrat vorsehen, dass die Generalversammlung mit elektronischen Mitteln ohne Tagungsort als virtuelle Versammlung durchgeführt wird. Die Aktionäre haben keinen Anspruch auf Durchführung einer virtuellen Versammlung oder auf Ausübung ihrer Rechte auf elektronischem Weg, wenn sie nicht am Tagungsort anwesend oder vertreten sind.

#### Artikel 9

#### Einberufung

<sup>1</sup> Die Generalversammlung wird durch den Verwaltungsrat, nötigenfalls die Revisionsstelle, mindestens 20 Kalendertage vor dem Tag der Versammlung einberufen. Das Einberufungsrecht steht auch den Liquidatoren und Vertretern der Anleiensgläubiger zu.

<sup>2</sup> Die Einberufung zur Generalversammlung erfolgt durch einmalige Bekanntmachung im Publikationsorgan der Gesellschaft gemäss Artikel 34 dieser Statuten. Eingezeichnete Aktionäre können überdies in der gemäss Artikel 34 dieser Statuten vorgesehen Form orientiert werden.

<sup>3</sup> Mindestens 20 Kalendertage vor der ordentlichen Generalversammlung sind der Geschäftsbericht, der Vergütungsbericht und die Revisionsberichte den Aktionären elektronisch zugänglich zu machen und sofern gesetzlich erforderlich am Sitz der Gesellschaft zur Einsicht der Aktionäre aufzulegen.

#### Notice

<sup>3</sup> The Board of Directors shall determine the venue(s) and modalities of the General Meeting of Shareholders, which may be held in Switzerland or abroad.

<sup>4</sup> To the extent permitted by law and subject to the requirements by law, the Board of Directors may provide for the General Meeting of Shareholders to be held by electronic means without a venue as a virtual meeting. Shareholders are not entitled to request that a virtual meeting is held or that they may exercise their rights by electronic means if they are neither present nor represented at the venue.

#### Article 9

<sup>1</sup> Notice of a General Meeting of Shareholders shall be given by the Board of Directors or, if necessary, by the Auditors, at least 20 calendar days prior to the date of the meeting. Liquidators and representatives of bondholders are also entitled to call a General Meeting of Shareholders.

<sup>2</sup> Notice of the General Meeting of Shareholders shall be given by way of a single announcement in the official means of publication of the Company pursuant to Article 34 of these articles of association. Registered shareholders may in addition be notified in the form pursuant to Article 34 of these articles of association.

<sup>3</sup> The annual report, the compensation report and the Auditors' reports shall be made available electronically to the shareholders and, if required by law, made available for inspection by the shareholders at the registered office of the Company at least 20 calendar days prior to the Ordinary General Meeting of Shareholders.

<sup>4</sup> Die Einberufung muss die Verhandlungsgegenstände sowie die Anträge des Verwaltungsrates und des oder der Aktionäre, welche die Durchführung einer Generalversammlung oder die Traktandierung eines Verhandlungsgegenstandes verlangt haben, und bei Wahlgeschäften die Namen der vorgeschlagenen Kandidaten sowie die weiteren gesetzlich erforderlichen Angaben enthalten.

#### Artikel 10

Traktandierung

<sup>1</sup> Aktionäre, die alleine oder zusammen entweder Aktien im Nennwert von mindestens CHF 1'000'000 oder in Höhe von mindestens 10% des Aktienkapitals vertreten, können die Traktandierung eines Verhandlungsgegenstandes verlangen. Die Traktandierung muss mindestens 45 Kalendertage vor der Versammlung schriftlich unter Angabe des Verhandlungsgegenstandes und der Anträge der Aktionäre angebeht werden. Jeder Traktandierungsantrag muss folgendes beinhalten: (i) eine kurze Beschreibung des Traktandums und die Gründe, weshalb dieses an der Versammlung diskutiert werden soll, (ii) die Anträge zum Traktandum, (iii) den Namen und die Adresse des beantragenden Aktionärs, wie diese im Aktienbuch erscheinen, (iv) die Anzahl der Aktien der Gesellschaft, welche dieser Aktionäre wirtschaftlich hält, (v) das Datum, an welchem der Aktionär die Aktien erworben hat, (vi) Dokumente, welche den Anspruch auf die wirtschaftliche Berechtigung belegen, (vii) die wesentlichen Interessen dieses Aktionärs in Bezug auf die Traktandierung, (viii) einer Erklärung zugunsten der Angelegenheit, und (ix) sämtliche weiteren Informationen, welche unter anwendbarem Recht und den anwendbaren Börsenregularien erforderlich sind.

Agenda

<sup>4</sup> The notice shall specify the items on the agenda as well as the proposals of the Board of Directors and the shareholder(s) who requested that a General Meeting of Shareholders be held or an item be included on the agenda and, in the event of elections, the names of the proposed candidates, and otherwise include the information required by law.

#### Article 10

<sup>1</sup> Shareholders who, alone or together, either hold shares with a par value of at least CHF 1,000,000 or represent at least 10% of the share capital may request that an item be included on the agenda. Such request must be made in writing at least 45 calendar days prior to the General Meeting of Shareholders, specifying the agenda item and the proposals of the shareholders. Each request for inclusion of an item on the agenda shall include (i) a brief description of the agenda item and the reason for which it is to be discussed at the meeting; (ii) the proposals regarding the agenda item; (iii) the name and address, as they appear on the Company's share register, of the shareholder proposing such business; (iv) the number of shares of the Company which are beneficially owned by such shareholder; (v) the dates upon which the shareholder acquired such shares; (vi) documentary support for any claim of beneficial ownership; (vii) any material interest of such shareholder in including the item in the agenda; (viii) a statement in support of the matter; and (ix) all other information required under applicable law and stock exchange rules.

<sup>2</sup> Über Anträge zu nicht gehörig angekündigten Verhandlungsgegenständen kann die Generalversammlung keine Beschlüsse fassen; ausgenommen sind hiervon jedoch an einer Generalversammlung gestellte Anträge auf Einberufung einer ausserordentlichen Generalversammlung oder auf Durchführung einer Sonderuntersuchung.

<sup>3</sup> Zur Stellung von Anträgen im Rahmen der Verhandlungsgegenstände und zu Verhandlungen ohne Beschlussfassung bedarf es keiner vorgängigen Ankündigung.

#### Artikel 11

Vorsitz der Generalversammlung, Stimmzähler, Protokoll

<sup>1</sup> Der Präsident des Verwaltungsrates führt den Vorsitz in der Generalversammlung. Bei seiner Abwesenheit führt der Vizepräsident des Verwaltungsrates, ein anderes Mitglied oder eine vom Verwaltungsrat bezeichnete Person den Vorsitz. Steht kein Mitglied des Verwaltungsrates zur Verfügung und hat der Verwaltungsrat keinen Vertreter bezeichnet, so wird der Vorsitzende von der Generalversammlung gewählt.

<sup>2</sup> Der Vorsitzende der Generalversammlung bezeichnet einen Protokollführer und den oder die Stimmzähler, die alle nicht Aktionäre sein müssen. Das Protokoll ist vom Vorsitzenden und vom Protokollführer zu unterzeichnen.

<sup>3</sup> Der Vorsitzende der Generalversammlung hat sämtliche Leitungsbefugnisse, die für die ordnungsgemässe Durchführung der Generalversammlung nötig und angemessen sind.

Chairperson, Vote Counters, Minutes

<sup>2</sup> No resolutions may be passed at a General Meeting of Shareholders on proposals concerning agenda items for which proper notice was not given. This provision shall not apply, however, to proposals made during a General Meeting of Shareholders to convene an Extraordinary General Meeting of Shareholders or to initiate a special investigation.

<sup>3</sup> No prior notice is required to bring motions related to items already on the agenda or for the discussion of matters on which no resolution is to be taken.

#### Article 11

<sup>1</sup> The Chairperson of the Board of Directors shall chair the General Meeting of Shareholders. In his or her absence, the Vice-Chairperson of the Board of Directors, another member or a person designated by the Board of Directors shall chair the General Meeting of Shareholders. If no member of the Board of Directors is available and no other person has been designated by the Board of Directors, the acting chair shall be elected by the General Meeting of Shareholders.

<sup>2</sup> The acting chair of the General Meeting of Shareholders shall appoint the secretary and the vote counter(s), none of whom need be shareholders. The minutes shall be signed by the acting chair of the General Meeting of Shareholders and the secretary.

<sup>3</sup> The acting chair of the General Meeting of Shareholders shall have all powers and authority necessary and appropriate to ensure the orderly conduct of the General Meeting of Shareholders.

**Artikel 12**

## Stimmrecht, Vertretung

<sup>1</sup> Vorbehältlich Absatz 2 dieses Artikels 12 berechtigt jede Aktie zu einer Stimme. Das Stimmrecht untersteht den Bedingungen von Artikel 5 und 6 dieser Statuten.

<sup>2</sup> Kein Aktionär kann direkt oder indirekt für eigene oder vertretene Aktien Stimmrechte ausüben, welche 18% des im Handelsregister eingetragenen Aktienkapitals überschreiten. Juristische Personen und Personengesellschaften oder andere Personenzusammenschlüsse oder Gesamthandverhältnisse, die untereinander kapital- oder stimmenmässig, durch einheitliche Leitung oder auf andere Weise verbunden sind, sowie natürliche oder juristische Personen oder Personengesellschaften, die in gemeinsamer Absprache handeln oder anderweitig koordiniert vorgehen, gelten als eine Person. Der Verwaltungsrat kann aus berechtigten Gründen mit einer Mehrheit von zwei Dritteln sämtlicher Mitglieder beschliessen, im Sinne einer Ausnahme diese Stimmrechtsbeschränkung nicht anzuwenden. Die Stimmrechtsbeschränkung gemäss diesem Absatz findet keine Anwendung auf die Ausübung des Stimmrechts durch Aktionäre bzw. deren Bevollmächtigte, soweit deren Aktien gemäss Artikel 5 Absatz 2, 4 oder 6 dieser Statuten rechtmässig mit Stimmrecht ins Aktienbuch eingetragen sind und sie diese Bestimmungen nach wie vor einhalten.

<sup>3</sup> Der Verwaltungsrat erlässt die Verfahrensvorschriften über die Teilnahme und Vertretung an der Generalversammlung und regelt die Form und Anforderungen an Vollmachten und Weisungen. Ein Aktionär kann sich an der Generalversammlung nur durch den unabhängigen Stimmrechtsvertreter, seinen gesetzlichen Vertreter oder mittels Vollmacht durch

**Article 12**Voting Rights,  
Representation

<sup>1</sup> Subject to paragraph 2 of this Article 12, each share shall convey the right to one vote. The voting rights are subject to the conditions of Articles 5 and 6 of these articles of association.

<sup>2</sup> No shareholder may exercise, directly or indirectly, voting rights with respect to own or represented shares in excess of 18% of the share capital registered in the commercial register. Legal entities and partnerships or other groups of persons or joint owners who are interrelated to one another through capital ownership, voting rights, uniform management or are otherwise linked as well as individuals or legal entities and partnerships who act in concert or otherwise act in a coordinated manner shall be treated as one single person. The Board of Directors may resolve not to apply this voting rights limitation by way of exception for justified reasons with the majority vote of two thirds of all its members. The voting rights limitation set forth in this paragraph shall not apply to the exercise of voting rights by shareholders or their proxies to the extent that their shares are validly registered with voting rights in the share register pursuant to paragraphs 2, 4 or 6 of Article 5 of these articles of association and they are still in compliance with these provisions.

<sup>3</sup> The Board of Directors shall issue the rules regarding the participation in and representation at the General Meeting of Shareholders and determine the form and requirements as to proxies and instructions. A shareholder may only be represented at the General Meeting of Shareholders by the independent proxy, its legal representative

einen anderen Vertreter seiner Wahl vertreten lassen. Alle von einem Aktionär gehaltenen Aktien können nur von einer Person vertreten werden.

<sup>4</sup> Die Generalversammlung wählt den unabhängigen Stimmrechtsvertreter für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung. Wiederwahl ist möglich.

<sup>5</sup> Hat die Gesellschaft keinen unabhängigen Stimmrechtsvertreter, wird dieser für die nächste Generalversammlung vom Verwaltungsrat bezeichnet.

### Artikel 13

<sup>1</sup> Die Generalversammlung beschliesst und wählt mit der absoluten Mehrheit der vertretenen Aktienstimmen, soweit es das Gesetz oder diese Statuten nicht anders bestimmen.

<sup>2</sup> Ein Beschluss der Generalversammlung, der mindestens zwei Drittel der vertretenen Stimmen und die absolute Mehrheit der vertretenen Aktiennennwerte auf sich vereinigt, ist erforderlich für:

1. die Änderung des Gesellschaftszweckes;
2. die Einführung von Stimmrechtsaktien;
3. die Beschränkung der Übertragbarkeit von Namenaktien und die Aufhebung einer solchen Beschränkung;
4. eine genehmigte oder eine bedingte Kapitalerhöhung;
5. die Kapitalerhöhung aus Eigenkapital, gegen Sacheinlage oder zwecks Sachübernahme und die Gewährung von besonderen Vorteilen;

or, by means of a proxy, by any other representative of its choice. All shares held by a shareholder may only be represented by one person.

<sup>4</sup> The General Meeting of Shareholders shall elect the independent proxy for a term of office until completion of the next Ordinary General Meeting of Shareholders. Re-election is possible.

<sup>5</sup> If the Company does not have an independent proxy, the Board of Directors shall appoint the independent proxy for the next General Meeting of Shareholders.

### Article 13

<sup>1</sup> The General Meeting of Shareholders shall pass its resolutions and decide its elections by the absolute majority of the votes represented allocated to the shares, unless required otherwise by law or these articles of association.

<sup>2</sup> Two thirds of the votes represented and the absolute majority of the par value of shares represented shall be required for the General Meeting of Shareholders to adopt resolutions on the following matters:

1. the amendment of the purpose of the Company;
2. the creation of shares with privileged voting rights;
3. the restriction on the transferability of registered shares and the cancelation of such a restriction;
4. an authorized or conditional increase in share capital;
5. an increase in share capital through the conversion of equity surplus, against contributions in kind or for purposes of an acquisition of assets, or the granting of special benefits;

Beschlüsse, Wahlen

Resolutions, Elections

- |   |  |
|---|--|
| <p>6. die Einschränkung oder Aufhebung des Bezugsrechtes;</p> <p>7. die Verlegung des Sitzes der Gesellschaft;</p> <p>8. die Auflösung der Gesellschaft;</p> <p>9. die Abberufung von einem Mitglied oder des Präsidenten Verwaltungsrates oder einem Mitglied des Vergütungsausschusses vor dem Ende seiner oder ihrer Amtszeit;</p> <p>10. jeder andere Gegenstand, für den das Gesetz eine solche Mehrheit verlangt; und</p> <p>11. die Änderung oder Aufhebung von folgenden Statutenbestimmungen, davon ausgenommen sind redaktionelle Änderungen, die den Inhalt nicht tatsächlich ändern:</p> <p style="padding-left: 20px;">(i) Artikel 5 Absatz 2–6;</p> <p style="padding-left: 20px;">(ii) Artikel 12 Absatz 2;</p> <p style="padding-left: 20px;">(iii) Artikel 13 Absatz 2 Ziffern 3, 9 und 11;</p> <p style="padding-left: 20px;">(iii) Artikel 14; und</p> <p style="padding-left: 20px;">(iv) Artikel 17.</p> | <p>6. the limitation or withdrawal of pre-emptive rights;</p> <p>7. the relocation of the registered office of the Company;</p> <p>8. the dissolution of the Company;</p> <p>9. the dismissal of any member of the Board of Directors, of its Chairperson or of any member of the Compensation Committee before the end of his or her term of office;</p> <p>10. any other matter for which the law requires such majority; and</p> <p>11. the amendment or repeal of the following provisions of these articles of association, with the exception of editorial amendments that do not effectively change their content:</p> <p style="padding-left: 20px;">(i) Article 5 paragraphs 2–6;</p> <p style="padding-left: 20px;">(ii) Article 12 paragraph 2;</p> <p style="padding-left: 20px;">(iii) Article 13 paragraph 2 nos. 3, 9 and 11;</p> <p style="padding-left: 20px;">(iv) Article 14; and</p> <p style="padding-left: 20px;">(iv) Article 17.</p> |
|---|--|

<sup>3</sup> Die Abstimmungen und Wahlen erfolgen offen, es sei denn, dass der Vorsitzende der Generalversammlung eine schriftliche oder elektronische Abstimmung respektive Wahl anordnet. Der Vorsitzende der Generalversammlung kann eine Abstimmung oder Wahl jederzeit wiederholen lassen, sofern nach seiner Meinung Zweifel am Abstimmungsergebnis bestehen; in diesem Fall gilt die vorausgegangene Abstimmung oder Wahl als nicht geschehen.

<sup>3</sup> Resolutions and elections shall be decided by open ballot, unless the acting chair of the General Meeting of Shareholders resolves that a secret ballot be held or that it be voted by electronic means. The acting chair of the General Meeting of Shareholders may at any time order that a resolution or election be repeated if he or she considers the vote to be in doubt. The resolution or election previously held shall then be deemed not to have taken place.

**B. Der Verwaltungsrat****Artikel 14**

Anzahl Verwaltungsräte

Der Verwaltungsrat besteht aus mindestens drei und höchstens neun Mitgliedern.

Number of Directors

**B. The Board of Directors****Article 14**

The Board of Directors shall consist of not less than three and no more than nine members.

**Artikel 15**

Wahl und Amtsdauer

<sup>1</sup> Die Generalversammlung wählt die Mitglieder des Verwaltungsrates und den Präsidenten des Verwaltungsrates einzeln für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung. Wiederwahl ist möglich.

Election and Term of Office

**Article 15**

<sup>1</sup> The General Meeting of Shareholders shall elect the members of the Board of Directors and the Chairperson of the Board of Directors individually and for a term of office until the completion of the next Ordinary General Meeting of Shareholders. Re-election is possible.

<sup>2</sup> Ist das Präsidium des Verwaltungsrates vakant, bezeichnet der Verwaltungsrat bis zum Abschluss der nächsten ordentlichen Generalversammlung aus seiner Mitte einen Präsidenten.

<sup>2</sup> If the office of the Chairperson of the Board of Directors is vacant, the Board of Directors shall appoint a new Chairperson from among its members for a term of office extending until completion of the next Ordinary General Meeting of Shareholders.

**Artikel 16**

Organisation des Verwaltungsrates

<sup>1</sup> Vorbehältlich der Wahl des Präsidenten und der Mitglieder des Vergütungsausschusses durch die Generalversammlung konstituiert sich der Verwaltungsrat selbst. Der Verwaltungsrat kann einen oder mehrere Vizepräsidenten wählen.

Organization of the Board of Directors

**Article 16**

<sup>1</sup> Except for the election of the Chairperson of the Board of Directors and the members of the Compensation Committee by the General Meeting of Shareholders, the Board of Directors shall constitute itself. The Board of Directors may elect one or several Vice-Chairpersons.

<sup>2</sup> Der Verwaltungsrat ordnet im Übrigen und vorbehältlich dieser Statuten seine Organisation und Beschlussfassung durch ein Organisationsreglement.

<sup>2</sup> Subject to these articles of association, the Board of Directors shall regulate its organization and the adoption of resolutions in the organizational regulations.

**Artikel 17**

Ersatz der Auslagen,  
Schadloshaltung

<sup>1</sup> Die Mitglieder des Verwaltungsrates haben Anspruch auf Ersatz sämtlicher ihrer im Interesse der Gesellschaft aufgewendeten Auslagen.

<sup>2</sup> Soweit nicht von einer Versicherungsdeckung erfasst oder durch Dritte bezahlt, hält die Gesellschaft soweit gesetzlich zulässig aktuelle und ehemalige Mitglieder des Verwaltungsrates und der Geschäftsleitung sowie deren Erben, Konkurs- oder Nachlassmassen aus Gesellschaftsmitteln für Schäden, Verluste, Kosten, Gebühren und Aufwendungen aus drohenden, hängigen oder abgeschlossenen Klagen, Verfahren oder Untersuchungen zivil-, straf- oder verwaltungsrechtlicher oder anderer Natur schadlos, welche ihnen oder ihren Erben, Konkurs- oder Nachlassmassen entstehen aufgrund von tatsächlichen oder behaupteten Handlungen, Zustimmungen oder Unterlassungen im Zusammenhang mit der Ausübung ihrer Organpflichten oder behaupteten Organpflichten als Mitglied des Verwaltungsrates oder der Geschäftsleitung oder aufgrund der Tatsache, dass sie Mitglied des Verwaltungsrates oder der Geschäftsleitung der Gesellschaft sind oder waren, oder während ihrer Tätigkeit als Mitglied des Verwaltungsrates oder der Geschäftsleitung der Gesellschaft Mitglied des Verwaltungsrates oder der Geschäftsleitung, Arbeitnehmer oder Agent einer der Konzerngesellschaften der Gesellschaft sind oder waren oder auf Aufforderung der Gesellschaft Mitglied des Verwaltungsrates oder der Geschäftsleitung, Arbeitnehmer oder Agent eines anderen Unternehmens, einer anderen Gesellschaft, einer nicht-rechtsfähigen Personengesellschaft oder eines Trusts sind oder waren. Diese Pflicht zur Schadloshaltung besteht nicht, soweit in einem endgültigen, nicht weiterziehbaren Entscheid eines zuständigen Gerichts bzw. einer zuständigen Verwaltungsbehörde entschieden worden ist, dass eine der genannten Personen ihre Organpflichten als Mitglied des Verwaltungsrates oder der Geschäftsleitung absichtlich oder grobfahrlässig verletzt hat.

Reimbursement of  
Expenses,  
Indemnification

**Article 17**

<sup>1</sup> The members of the Board of Directors shall be entitled to the reimbursement of all expenses incurred in the interest of the Company.

<sup>2</sup> To the extent not included in insurance coverage or paid by third parties, the Company shall indemnify and hold harmless, to the extent permitted by law, the existing and former members of the Board of Directors and the Executive Committee, and their heirs, executors and administrators, out of the assets of the Company from and against all threatened, pending or completed actions, suits or proceedings – whether civil, criminal, administrative or investigative – and all losses, damages, charges, costs and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any actual or alleged acts, consents or omissions in connection with the execution of their statutory duty or alleged statutory duty as a member of the Board of Directors or the Executive Committee, or by reason of the fact that he or she is or was a member of the Board of Directors or the Executive Committee of the Company, or while serving as a member of the Board of Directors or the Executive Committee of the Company is or was serving as a director, member of the executive management, employee or agent of any of the Company's group companies or at the request of the Company as a director, member of the executive management, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; provided, however, that this indemnity shall not extend to any matter in which any of said persons is found, in a final judgment or decree of a court or governmental or administrative authority of competent jurisdiction not subject to appeal, to have committed an intentional or grossly negligent breach of his or her statutory duties as a member of the Board of Directors or Executive Committee.

<sup>3</sup> Ohne den vorangehenden Absatz 2 dieses Artikels 17 einzuschränken, bevorschusst die Gesellschaft aktuellen oder ehemaligen Mitgliedern des Verwaltungsrates und der Geschäftsleitung Gerichts- und Anwaltskosten, soweit diese nicht von einer Versicherungsdeckung erfasst oder durch Dritte bevorschusst werden. Die Gesellschaft kann solche Vorschüsse zurückfordern, wenn ein zuständiges Gericht oder eine zuständige Verwaltungsbehörde in einem endgültigen, nicht weiterziehbaren Urteil bzw. Entscheid zum Schluss kommt, dass eine der genannten Personen ihre Organpflichten als Mitglied des Verwaltungsrates oder der Geschäftsleitung absichtlich oder grobfahrlässig verletzt hat.

#### Artikel 18

Einberufung,  
Beschlussfassung, Protokoll

<sup>1</sup> Sitzungen des Verwaltungsrates werden vom Präsidenten oder im Falle seiner Verhinderung vom Vizepräsidenten oder einem anderen Mitglied des Verwaltungsrates einberufen, so oft dies als notwendig erscheint oder wenn ein Mitglied es schriftlich oder per E-Mail oder in einer anderen elektronischen Form unter Angabe der Gründe verlangt.

<sup>2</sup> Sofern das vom Verwaltungsrat erlassene Organisationsreglement oder ein Beschluss des Verwaltungsrates unter Einhaltung des anwendbaren Präsenzquorums nichts Anderes festlegt, ist zur Beschlussfähigkeit des Verwaltungsrates die Anwesenheit der Mehrheit seiner Mitglieder erforderlich. Kein Präsenzquorum ist erforderlich für die Anpassungs- und Feststellungsbeschlüsse des Verwaltungsrates im Zusammenhang mit Kapitalerhöhungen.

<sup>3</sup> Without limiting the foregoing paragraph 2 of this Article 17, to the extent not included in insurance coverage or advanced by third parties, the Company shall advance court costs and attorneys' fees to the existing and former members of the Board of Directors and Executive Committee. The Company may however recover such advanced costs if any of said persons is found, in a final judgment or decree of a court or governmental or administrative authority of competent jurisdiction not subject to appeal, to have committed an intentional or grossly negligent breach of his or her statutory duties as a member of the Board of Directors or Executive Committee.

#### Article 18

Convening of Meetings,  
Resolutions, Minutes

<sup>1</sup> The Board of Directors shall meet at the invitation of its Chairperson or, failing him, of the Vice-Chairperson or of another member of the Board of Directors as often as the business of the Company requires or if a member requests it in writing or via e-mail or in another electronic form, indicating the reasons.

<sup>2</sup> Unless the organizational regulations adopted by the Board of Directors or a resolution taken by the Board of Directors with the applicable attendance quorum provide otherwise, the Board of Directors shall only have a quorum if the majority of the members of the Board of Directors is present. No attendance quorum shall be required for resolutions of the Board of Directors providing for the amendment and ascertainment of a capital increase.

<sup>3</sup> Sofern das vom Verwaltungsrat erlassene Organisationsreglement nichts Anderes festlegt, fasst der Verwaltungsrat seine Beschlüsse mit der Mehrheit der abgegebenen Stimmen. Bei Stimmengleichheit hat der Vorsitzende keinen Stichtscheid.

<sup>4</sup> Die Beschlüsse sind in einem Protokoll festzuhalten, das vom Vorsitzenden und dem Sekretär zu unterzeichnen ist.

<sup>5</sup> Beschlüsse können auch auf schriftlichem Weg oder durch Zustimmung per E-Mail oder in einer anderen elektronischen Form gefasst werden, sofern nicht ein Mitglied mündliche Beratung verlangt.

#### Artikel 19

<sup>1</sup> Der Verwaltungsrat kann in allen Angelegenheiten Beschluss fassen, die nicht nach Gesetz, diesen Statuten oder einem Reglement einem anderen Organ der Gesellschaft übertragen sind.

<sup>2</sup> Er hat folgende unübertragbare und unentziehbare Aufgaben:

1. die Oberleitung der Gesellschaft und die Erteilung der nötigen Weisungen;
2. die Festlegung der Organisation der Gesellschaft;
3. die Ausgestaltung des Rechnungswesens, der Finanzkontrolle und der Finanzplanung;
4. die Ernennung und Abberufung der mit der Geschäftsführung und der Vertretung der Gesellschaft betrauten Personen und die Regelung der Zeichnungsberechtigung;

<sup>3</sup> Unless the organizational regulations adopted by the Board of Directors provide otherwise, the Board of Directors shall adopt its resolutions by a majority of votes cast. In the case of a tie, the acting chair shall have no casting vote.

<sup>4</sup> The decisions of the Board of Directors shall be recorded in minutes to be signed by the acting chair and the secretary.

<sup>5</sup> Resolutions may also be adopted by way of written consent or by approval via e-mail or in another electronic form, unless a member requests discussion thereof.

#### Article 19

<sup>1</sup> The Board of Directors may pass resolutions with respect to all matters which are not delegated to another corporate body of the Company by law, by these articles of association or by regulations.

<sup>2</sup> It shall have the following non-transferable and inalienable duties:

1. the ultimate management of the Company and the issuance of necessary instructions;
2. the determination of the organization of the Company;
3. the structuring of the accounting system, of the financial controls and of the financial planning;
4. the appointment and dismissal of the persons entrusted with management and representation of the Company, and issuance of rules on the signature authority;

Befugnisse des Verwaltungsrates

Powers of the Board of Directors

- |   |  |
|---|--|
| <p>5. die Oberaufsicht über die mit der Geschäftsführung betrauten Personen, namentlich im Hinblick auf die Befolgung der Gesetze, dieser Statuten, der Reglemente und Weisungen;</p> <p>6. die Erstellung des Geschäftsberichtes und des Vergütungsberichtes;</p> <p>7. die Vorbereitung der Generalversammlung und die Ausführung ihrer Beschlüsse;</p> <p>8. die Beschlussfassung über die Erhöhung des Aktienkapitals, soweit dies in der Kompetenz des Verwaltungsrates liegt, die Feststellung von Kapitalerhöhungen, die Erstellung des Kapitalerhöhungsberichts und die Vornahme der entsprechenden Statutenänderungen (einschliesslich Löschungen);</p> <p>9. die gemäss Fusionsgesetz unübertragbaren und unentziehbaren Aufgaben und Befugnisse des Verwaltungsrates;</p> <p>10. die Einreichung eines Gesuchs um Nachlassstundung und die Benachrichtigung des Gerichts im Falle der Überschuldung;</p> <p>11. andere durch Gesetz oder diese Statuten dem Verwaltungsrat vorbehaltene Aufgaben und Befugnisse.</p> | <p>5. the ultimate supervision of the persons entrusted with management, in particular in view of compliance with the law, these articles of association, regulations and directives;</p> <p>6. the preparation of the annual report and the compensation report;</p> <p>7. the preparation of the General Meeting of Shareholders and the implementation of its resolutions;</p> <p>8. the adoption of resolutions on the increase of the share capital to the extent that such power is vested in the Board of Directors, the ascertainment of capital increases, the preparation of the report on the capital increase, and the respective amendments of the articles of association (including deletions);</p> <p>9. the non-transferable and inalienable powers and duties of the Board of Directors pursuant to the Swiss Merger Act;</p> <p>10. the submission of an application for debt-restructuring moratorium and the notification of the court if liabilities exceed assets;</p> <p>11. other powers and duties reserved to the Board of Directors by law or these articles of association.</p> |
|---|--|

<sup>3</sup> Im Übrigen kann der Verwaltungsrat die Geschäftsführung sowie die Vertretung der Gesellschaft im Rahmen dieser Statuten und der gesetzlichen Bestimmungen durch Erlass eines Organisationsreglements ganz oder teilweise an einzelne oder mehrere seiner Mitglieder oder an Dritte übertragen.

<sup>3</sup> In all other respects, the Board of Directors may delegate in whole or in part the management and the representation of the Company within the framework set forth by these articles of association and the law to one or several of its members or to third parties by means of organizational regulations.

**C. Der Vergütungsausschuss****Artikel 20**

Anzahl Mitglieder

Der Vergütungsausschuss besteht aus mindestens drei Mitgliedern des Verwaltungsrates.

Number of Members

**Artikel 21**

Wahl und Amtsdauer

<sup>1</sup> Die Generalversammlung wählt die Mitglieder des Vergütungsausschusses einzeln für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung. Wiederwahl ist möglich.

Election and Term of Office

<sup>2</sup> Scheiden ein oder mehrere Mitglieder aus oder ist der Vergütungsausschuss nicht vollständig besetzt, kann der Verwaltungsrat bis zum Abschluss der nächsten ordentlichen Generalversammlung aus seiner Mitte Mitglieder bezeichnen.

**Artikel 22**

Organisation des Vergütungsausschusses

<sup>1</sup> Der Vergütungsausschuss konstituiert sich selbst. Sofern das vom Verwaltungsrat erlassene Organisationsreglement oder ein Beschluss des Verwaltungsrates unter Einhaltung des anwendbaren Präsenzquorums nichts Anderes festlegt, bezeichnet der Verwaltungsrat aus der Mitte des Vergütungsausschusses einen Vorsitzenden.

Organization of the Compensation Committee

<sup>2</sup> Im Übrigen erlässt der Verwaltungsrat ein Reglement über die Organisation und Beschlussfassung des Vergütungsausschusses.

**C. The Compensation Committee****Article 20**

The Compensation Committee shall consist of no less than three members of the Board of Directors.

**Article 21**

<sup>1</sup> The General Meeting of Shareholders shall elect the members of the Compensation Committee individually for a term of office until the completion of the next Ordinary General Meeting of Shareholders. Re-election is possible.

<sup>2</sup> If there are vacancies on the Compensation Committee, the Board of Directors may appoint substitute members from among its members for a term of office extending until the completion of the next Ordinary General Meeting of Shareholders.

**Article 22**

<sup>1</sup> The Compensation Committee shall constitute itself. Unless the organizational regulations adopted by the Board of Directors or a resolution taken by the Board of Directors with the applicable attendance quorum provide otherwise, the Board of Directors shall elect a chair from among the members of the Compensation Committee.

<sup>2</sup> The Board of Directors shall issue regulations establishing the organization and decision-making process of the Compensation Committee.

Aufgaben und  
Zuständigkeiten**Artikel 23**

<sup>1</sup> Der Vergütungsausschuss unterstützt den Verwaltungsrat bei der Festsetzung und Überprüfung der Vergütungspolitik und -richtlinien sowie bei der Vorbereitung der Anträge zuhanden der Generalversammlung betreffend die Vergütung des Verwaltungsrates und der Geschäftsleitung. Er kann dem Verwaltungsrat Vorschläge zu weiteren Vergütungsfragen unterbreiten.

<sup>2</sup> Der Verwaltungsrat legt in einem Reglement fest, für welche Funktionen des Verwaltungsrates und der Geschäftsleitung der Vergütungsausschuss Vorschläge für die Leistungswerte, Zielwerte und Vergütungen der Mitglieder des Verwaltungsrates und der Geschäftsleitung unterbreitet und für welche Funktionen er im Rahmen dieser Statuten und der vom Verwaltungsrat erlassenen Richtlinien die Leistungswerte, Zielwerte und Vergütungen der Mitglieder des Verwaltungsrates und der Geschäftsleitung festsetzt.

<sup>3</sup> Der Verwaltungsrat kann dem Vergütungsausschuss weitere Aufgaben zuweisen.

---

**D. Die Revisionsstelle**

---

**Artikel 24**

<sup>1</sup> Die Generalversammlung wählt die Revisionsstelle für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung. Wiederwahl ist möglich.

## Duties and Powers

**Article 23**

<sup>1</sup> The Compensation Committee shall support the Board of Directors in establishing and reviewing the compensation strategy and guidelines as well as in preparing the proposals to the General Meeting of Shareholders regarding the compensation of the Board of Directors and the Executive Committee. It may submit proposals to the Board of Directors in other compensation-related issues.

<sup>2</sup> The Board of Directors shall determine in regulations for which positions of the Board of Directors and the Executive Committee the Compensation Committee shall submit proposals for the performance metrics, target values and the compensation of the members of the Board of Directors and the Executive Committee, and for which positions it shall itself determine, in accordance with these articles of association and the compensation guidelines established by the Board of Directors, the performance metrics, target values and the compensation of the members of the Board of Directors and the Executive Committee.

<sup>3</sup> The Board of Directors may delegate further tasks to the Compensation Committee.

---

**D. The Auditors**

---

**Article 24**

<sup>1</sup> The General Meeting of Shareholders shall elect the Auditors for a term of office until the completion of the next Ordinary General Meeting of Shareholders. Re-election is possible.

<sup>2</sup> Der Revisionsstelle obliegen die ihr vom Gesetz zugewiesenen Befugnisse und Pflichten.

<sup>3</sup> Der Verwaltungsrat kann die Revisionsstelle jederzeit beauftragen, besondere Abklärungen, insbesondere Zwischenrevisionen, durchzuführen und darüber Bericht zu erstatten.

---

#### **Abschnitt 4**

##### *Vergütungen der Mitglieder des Verwaltungsrates und der Geschäftsleitung*

---

#### **Artikel 25**

Genehmigung der Vergütung durch die Generalversammlung

<sup>1</sup> Die Generalversammlung genehmigt die Anträge des Verwaltungsrates in Bezug auf die Gesamtbeträge

1. für die maximale Vergütung des Verwaltungsrates für die Dauer bis zur nächsten ordentlichen Generalversammlung;
2. für die maximale Vergütung der Geschäftsleitung für das folgende Geschäftsjahr.

<sup>2</sup> Der Verwaltungsrat kann der Generalversammlung abweichende oder zusätzliche Anträge in Bezug auf die gleichen oder andere Zeitperioden zur Genehmigung vorlegen. Wird der Generalversammlung die variable Vergütung der Geschäftsleitung für das folgende Geschäftsjahr zur Genehmigung vorgelegt, stimmt die Generalversammlung in der Folge konsultativ über den Vergütungsbericht des jeweiligen Geschäftsjahres ab.

<sup>3</sup> Genehmigt die Generalversammlung einen Antrag des Verwaltungsrates nicht, setzt der Verwaltungsrat unter Berücksichtigung aller relevanten Umstände den

Approval of the Compensation by the General Meeting of Shareholders

<sup>2</sup> The Auditors shall have the powers and duties vested in them by law.

<sup>3</sup> The Board of Directors may mandate the Auditors at any time to perform special investigations, in particular interim audits, and to prepare a report on their findings.

---

#### **Section 4**

##### *Compensation of the Members of the Board of Directors and the Executive Committee*

---

#### **Article 25**

<sup>1</sup> The General Meeting of Shareholders shall approve the proposals of the Board of Directors in relation to the aggregate amounts of:

1. the maximum compensation of the Board of Directors until the completion of the next Ordinary General Meeting of Shareholders;
2. the maximum compensation of the Executive Committee for the following financial year.

<sup>2</sup> The Board of Directors may submit for approval by the General Meeting of Shareholders deviating or additional proposals relating to the same or different periods. If the variable compensation of the Executive Committee is submitted to the General Meeting of Shareholders for approval for the following financing year, the compensation report for the relevant financial year will subsequently be submitted to the General Meeting of Shareholders for an advisory vote.

<sup>3</sup> In the event that the General Meeting of Shareholders does not approve a proposal of the Board of Directors,

entsprechenden (maximalen) Gesamtbetrag oder mehrere (maximale) Teilbeträge fest und unterbreitet den oder die so festgesetzten Beträge einer Generalversammlung zur Genehmigung.

<sup>4</sup> Die Gesellschaft oder von ihr kontrollierte Gesellschaften können Vergütungen vor der Genehmigung durch die Generalversammlung ausrichten, unter Vorbehalt der nachträglichen Genehmigung.

#### Artikel 26

Reicht der bereits von der Generalversammlung genehmigte maximale Gesamtbetrag der Vergütung nicht aus für die Vergütung einer oder mehrerer Personen, die nach dem Zeitpunkt der Genehmigung der Vergütung der Geschäftsleitung für die massgebende Vergütungsperiode durch die Generalversammlung Mitglieder der Geschäftsleitung werden oder innerhalb der Geschäftsleitung befördert werden, sind die Gesellschaft oder von ihr kontrollierte Unternehmen ermächtigt, diesem oder diesen Mitgliedern während der bereits genehmigten Vergütungsperiode(n) einen Zusatzbetrag auszurichten. Der Zusatzbetrag darf je Vergütungsperiode und je Mitglied 100% des jeweils letzten genehmigten Gesamtbetrages der maximalen Vergütung der Geschäftsleitung nicht übersteigen.

#### Artikel 27

<sup>1</sup> Die Vergütung der nicht-exekutiven Mitglieder des Verwaltungsrates umfasst fixe Vergütungselemente und kann weitere Vergütungselemente und Leistungen umfassen. Die Gesamtvergütung berücksichtigt Funktion und Verantwortungsstufe des jeweiligen Empfängers.

the Board of Directors shall determine, taking into account all relevant factors, the respective (maximum) aggregate amount or (maximum) partial amounts, and submit the amount(s) so determined for approval by a General Meeting of Shareholders.

<sup>4</sup> The Company or companies controlled by it may pay or grant compensation prior to approval by the General Meeting of Shareholders subject to subsequent approval.

#### Article 26

If the maximum aggregate amount of compensation already approved by the General Meeting of Shareholders is not sufficient to also cover the compensation of one or more persons who become members of the Executive Committee or are being promoted within the Executive Committee after the General Meeting of Shareholders has approved the compensation of the Executive Committee for the relevant period then the Company or companies controlled by it shall be authorized to pay such member(s) a supplementary amount during the compensation period(s) already approved. The supplementary amount per each compensation period and per each member shall not exceed 100% of the aggregate amount of maximum compensation of the Executive Committee last approved.

#### Article 27

<sup>1</sup> The compensation of the non-executive members of the Board of Directors consists of fixed compensation elements and may comprise further compensation elements. Total compensation shall take into account position and level of responsibility of the respective recipient.

Zusatzbetrag für Veränderungen in der Geschäftsleitung

Supplementary Amount for Changes to the Executive Committee

Vergütungen der Mitglieder des Verwaltungsrates und der Geschäftsleitung

Compensation of the members of the Board of Directors and the Executive Committee

<sup>2</sup> Die Vergütung der exekutiven Mitglieder des Verwaltungsrates und der Mitglieder der Geschäftsleitung umfasst fixe und variable Vergütungselemente. Die fixe Vergütung umfasst das Grundgehalt und kann weitere Vergütungselemente und Leistungen umfassen. Die variable Vergütung kann sich nach der Erreichung bestimmter Leistungsziele richten. Die Gesamtvergütung berücksichtigt Funktion und Verantwortungsstufe des jeweiligen Empfängers.

<sup>3</sup> Die Leistungsziele können persönliche Ziele, Unternehmens-, Gruppen- oder bereichsspezifische Ziele oder im Vergleich zum Markt, zu anderen Unternehmen oder zu vergleichbaren Richtgrößen berechnete Ziele umfassen, unter Berücksichtigung von Funktion und Verantwortungsstufe des Empfängers der variablen Vergütung. Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legt die Gewichtung der Leistungsziele und die jeweiligen Zielwerte sowie deren Erreichung fest.

<sup>4</sup> Die Vergütung kann in der Form von Geld, Aktien, Optionen oder anderen Aktien basierten Instrumenten oder Anteilen oder Sach- oder Dienstleistungen ausgerichtet werden; die Vergütung an exekutive Mitglieder des Verwaltungsrates und Mitglieder der Geschäftsleitung kann zudem in der Form von Optionen, vergleichbaren Instrumenten oder Einheiten gewährt werden. Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legt Zuteilungsbedingungen, Vesting-Bedingungen, Ausübungsbedingungen und -fristen und/oder allfällige Sperrfristen und Verfallsbedingungen fest. Sie können insbesondere vorsehen, dass aufgrund des Eintritts im Voraus bestimmter Ereignisse wie eines Kontrollwechsels oder der Beendigung eines Arbeits- oder Mandatsverhältnisses Vesting-Bedingungen, Ausübungsbedingungen und -fristen, Sperrfristen und Verfallsbedingungen weiter gelten, verkürzt oder

<sup>2</sup> The compensation of the executive members of the Board of Directors and of the members of the Executive Committee comprises fixed and variable compensation elements. Fixed compensation comprises the base salary and may comprise other compensation elements. Variable compensation may take into account the achievement of specific performance targets. Total compensation shall take into account position and level of responsibility of the respective recipient.

<sup>3</sup> The performance targets may include individual targets, targets of the Company, group or parts thereof or targets in relation to the market, other companies or comparable benchmarks, taking into account position and level of responsibility of the recipient. The Board of Directors or, to the extent delegated to it, the Compensation Committee shall determine the relative weight of the performance targets and the respective target values, as well as their achievement.

<sup>4</sup> Compensation may be paid in the form of cash, shares, options or other share-based instruments or units, or in the form of other types of benefits; for the executive members of the Board of Directors and the members of the Executive Committee, compensation may in addition be granted in the form of options or comparable instruments or units. The Board of Directors or, to the extent delegated to it, the Compensation Committee shall determine grant, vesting, exercise, restriction and/or forfeiture conditions and periods. In particular, they may provide for continuation, acceleration or removal of vesting, exercise, restriction and forfeiture conditions and periods, for payment or grant of compensation based upon assumed target achievement, or for forfeiture, in each case in the event of pre-determined events such as a change-of-control or termination of an employment or mandate agreement. The Company may procure the required shares

aufgehoben werden, Vergütungen unter Annahme der Erreichung der Zielwerte ausgerichtet werden oder Vergütungen verfallen. Die Gesellschaft kann die erforderlichen Aktien auf dem Markt erwerben, den eigenen Aktien entnehmen oder unter Nutzung ihres bedingten oder genehmigten Kapitals bereitstellen.

<sup>5</sup> Die Vergütung kann durch die Gesellschaft oder durch von ihr kontrollierte Gesellschaften ausgerichtet werden.

---

#### **Abschnitt 5**

*Verträge mit Mitgliedern des Verwaltungsrates und der Geschäftsleitung*

---

#### **Artikel 28**

<sup>1</sup> Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern des Verwaltungsrates unbefristete oder befristete Verträge über die Vergütung abschliessen. Die Dauer und Beendigung richten sich nach Amtsdauer und Gesetz.

<sup>2</sup> Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern der Geschäftsleitung unbefristete oder befristete Arbeitsverträge abschliessen. Befristete Arbeitsverträge haben eine Höchstdauer von einem Jahr; eine Erneuerung ist zulässig. Unbefristete Arbeitsverträge haben eine Kündigungsfrist von maximal zwölf Monaten.

<sup>3</sup> Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern der Geschäftsleitung Konkurrenzverbote für die Zeit nach Beendigung eines Arbeitsverhältnisses vereinbaren. Die für ein solches Konkurrenzverbot bezahlte Entschädigung darf insgesamt den Durchschnitt der Gesamtjahresvergütung der letzten drei Geschäftsjahre dieses Mitglieds nicht übersteigen.

through purchases in the market, from treasury shares or by using conditional or authorized share capital.

<sup>5</sup> Compensation may be paid by the Company or companies controlled by it.

---

#### **Section 5**

*Agreements with Members of the Board of Directors and the Executive Committee*

---

#### **Article 28**

<sup>1</sup> The Company or companies controlled by it may enter into agreements for a fixed term or for an indefinite term with members of the Board of Directors relating to their compensation. Duration and termination shall comply with the term of office and the law.

<sup>2</sup> The Company or companies controlled by it may enter into employment agreements for a fixed term or for an indefinite term with members of the Executive Committee. Employment agreements for a fixed term may have a maximum duration of one year; renewal is possible. Employment agreements for an indefinite term may have a termination notice period of maximum twelve months.

<sup>3</sup> The Company or companies controlled by it may enter into non-compete agreements with members of the Executive Committee for the time after termination of employment. The consideration paid for such non-compete undertaking shall in total not exceed the average of the total annual compensation of such member over the last three financial years.

**Abschnitt 6***Mandate ausserhalb des Konzerns, Kredite und Darlehen***Artikel 29**

Mandate ausserhalb des Konzerns

<sup>1</sup> Kein Mitglied des Verwaltungsrates kann mehr als sechzehn (16) zusätzliche Mandate wahrnehmen, wovon nicht mehr als vier (4) in börsenkotierten Unternehmen.

<sup>2</sup> Kein Mitglied der Geschäftsleitung kann mehr als fünf (5) Mandate wahrnehmen, wovon nicht mehr als zwei (2) in einem börsenkotierten Unternehmen. Jedes dieser Mandate bedarf der Genehmigung durch den Präsidenten des Verwaltungsrates.

<sup>3</sup> Die folgenden Mandate fallen nicht unter dies Beschränkungen gemäss Absatz 1 und 2 dieses Artikels 29:

- (a) Mandate in Unternehmen, die durch die Gesellschaft kontrolliert werden oder die Gesellschaft kontrollieren;
- (b) Mandate, die auf Anordnung der Gesellschaft oder von ihr kontrollierten Gesellschaften wahrgenommen werden. Kein Mitglied des Verwaltungsrates oder der Geschäftsleitung kann mehr als zehn (10) solche Mandate wahrnehmen; und
- (c) Mandate in Vereinen und Verbänden, gemeinnützigen Organisationen, Stiftungen, Trusts, Personalfürsorgestiftungen, Bildungseinrichtungen, und ähnlichen Organisationen. Kein Mitglied des Verwaltungsrates oder der Geschäftsleitung kann mehr als zehn (10) solche Mandate wahrnehmen.

Mandates Outside of the Group

**Section 6***Mandates Outside of the Group, Credits and Loans***Article 29**

<sup>1</sup> No member of the Board of Directors may hold more than sixteen (16) additional mandates of which no more than four (4) may be in listed companies.

<sup>2</sup> No member of the Executive Committee may hold more than five (5) mandates of which no more than two (2) may be in a listed company. Each of these mandates is subject to the approval by the Chairperson of the Board of Directors.

<sup>3</sup> The following mandates shall not be subject to the limitations set forth in paragraphs 1 and 2 of this Article 29:

- (a) mandates in companies which are controlled by the Company or which control the Company;
- (b) mandates held at the request of the Company or companies controlled by it. No member of the Board of Directors or of the Executive Committee shall hold more than ten (10) such mandates; and
- (c) mandates in associations, non-profit organizations, foundations, trusts, employee welfare foundations, educational institutions, and similar organizations. No member of the Board of Directors or of the Executive Committee shall hold more than ten (10) such mandates.

<sup>4</sup> Der Begriff “Mandate” bestimmt sich nach dem in diesem Zusammenhang anwendbaren Schweizer Recht. Mandate in verschiedenen Rechtseinheiten, die unter einheitlicher Kontrolle oder gleicher wirtschaftlicher Berechtigung stehen, gelten als ein (1) Mandat.

**Artikel 30**

Kredite und Darlehen

Kredite und Darlehen an Mitglieder des Verwaltungsrates und der Geschäftsleitung dürfen zu Marktbedingungen gewährt werden. Der Gesamtbetrag solcher ausstehenden Kredite und Darlehen darf CHF 5 Millionen nicht übersteigen.

Credits and Loans

<sup>4</sup> The term “mandates” shall have the meaning as assigned to it by applicable Swiss law in this context. Mandates in different legal entities that are under joint control or same beneficial ownership are deemed one (1) mandate.

**Article 30**

Credits and loans to members of the Board of Directors or the Executive Committee may be granted at market conditions. The total amount of such credits and loans may not exceed CHF 5 million.

---

**Abschnitt 7**

*Geschäftsjahr, Gewinnverteilung*

---



---

**Section 7**

*Financial Year, Profit Allocation*

---

**Artikel 31**

Geschäftsjahr

Das Geschäftsjahr der Gesellschaft wird vom Verwaltungsrat festgesetzt.

Financial Year

**Article 31**

The Company’s financial year shall be determined by the Board of Directors.

**Artikel 32**

Verteilung des Bilanzgewinnes, Reserven

<sup>1</sup> Über den Bilanzgewinn verfügt die Generalversammlung im Rahmen der gesetzlichen Vorschriften. Der Verwaltungsrat unterbreitet ihr seine Anträge.

Allocation of Profit Shown on the Balance Sheet, Reserves

**Article 32**

<sup>1</sup> The General Meeting of Shareholders shall resolve on the allocation of the profit as shown on the balance sheet in accordance with applicable law. The Board of Directors shall submit its proposals to the General Meeting of Shareholders.

<sup>2</sup> Neben den gesetzlich erforderlichen Reserven kann die Generalversammlung weitere Reserven schaffen.

<sup>3</sup> Dividenden, welche nicht innerhalb von fünf Jahren nach ihrem Auszahlungsdatum bezogen wurden, fallen an die Gesellschaft und werden der gesetzlichen Gewinnreserve zugeteilt.

---

### **Abschnitt 8**

#### *Auflösung, Liquidation*

---

#### **Artikel 33**

<sup>1</sup> Die Generalversammlung kann jederzeit die Auflösung und Liquidation der Gesellschaft nach Massgabe der gesetzlichen und statutarischen Vorschriften beschliessen.

<sup>2</sup> Die Liquidation wird durch den Verwaltungsrat durchgeführt, sofern sie nicht durch die Generalversammlung anderen Personen übertragen wird.

<sup>3</sup> Die Liquidation der Gesellschaft erfolgt nach Massgabe der gesetzlichen Vorschriften. Die Liquidatoren sind ermächtigt, Aktiven (Grundstücke eingeschlossen) freihändig zu verkaufen.

<sup>4</sup> Nach erfolgter Tilgung der Schulden der Gesellschaft wird das Vermögen unter die Aktionäre nach Massgabe der eingezahlten Beträge verteilt, soweit die Statuten nichts anderes vorsehen.

<sup>2</sup> In addition to the reserves required by law, the General Meeting of Shareholders may create other reserves.

<sup>3</sup> Dividends that have not been collected within five years after their payment date shall inure to the Company and be allocated to the statutory retained earnings.

---

### **Section 8**

#### *Dissolution, Liquidation*

---

#### **Article 33**

<sup>1</sup> The General Meeting of Shareholders may at any time resolve to dissolve and liquidate the Company in accordance with the law and the provisions set forth in these articles of association.

<sup>2</sup> The liquidation shall be effected by the Board of Directors, unless the General Meeting of Shareholders appoints other persons as liquidators.

<sup>3</sup> The liquidation of the Company shall be effected pursuant to applicable law. The liquidators shall be entitled to sell assets (real estate included) in private transactions.

<sup>4</sup> Upon discharge of all liabilities of the Company, the assets shall be distributed to the shareholders in proportion to the capital paid in, unless these articles of association provide otherwise.

Auflösung, Liquidation

Dissolution,  
Liquidation

**Abschnitt 9***Mitteilungen, Bekanntmachungen***Artikel 34**

Mitteilungen,  
Bekanntmachungen

<sup>1</sup> Publikationsorgan der Gesellschaft ist das Schweizerische Handelsamtsblatt.

<sup>2</sup> Der Verwaltungsrat kann im Einzelfall andere Publikationsorgane bezeichnen.

<sup>3</sup> Soweit das Gesetz nicht zwingend eine persönliche Mitteilung verlangt, erfolgen sämtliche Mitteilungen der Gesellschaft an die Aktionäre gültig durch Publikation im Schweizerischen Handelsamtsblatt. Schriftliche Mitteilungen der Gesellschaft an Aktionäre erfolgen durch gewöhnlichen Brief an die im Aktienbuch zuletzt eingetragene Adresse des Aktionärs bzw. Zustellungsbevollmächtigten. Sofern weder diese Statuten noch das Gesetz zwingend eine schriftliche Mitteilung vorschreiben, kann die Gesellschaft Mitteilungen auch an die letzte der Gesellschaft bekanntgegebene E-Mail-Adresse des Aktionärs bzw. Zustellungsbevollmächtigten, über das Bankensystem, elektronisch, durch Publikation im Schweizerischen Handelsamtsblatt oder auf der Webseite der Gesellschaft oder in anderer Form zustellen. Zur Einhaltung der Schriftform genügt eine Faksimile oder eine elektronische Kopie der Unterschrift oder eine elektronische Unterschrift (unabhängig davon, ob sie anerkannt oder akkreditiert ist oder nicht).

**Section 9***Notices, Communications***Article 34**

Notices,  
Communications

<sup>1</sup> The official means of publication of the Company shall be the Swiss Official Gazette of Commerce.

<sup>2</sup> In particular cases, the Board of Directors may specify other means of publication.

<sup>3</sup> To the extent that personal notification is not mandated by law, all communications to the shareholders shall be deemed valid if published in the Swiss Official Gazette of Commerce. Written communications by the Company to its shareholders shall be sent by ordinary mail to the last address of the shareholder or authorized recipient entered in the share register. If neither these articles of association nor the law mandatorily require a communication to be in written form, the Company can validly send communications to the shareholders to the last e-mail address of the shareholder or authorized recipient communicated to the Company, through the banking system, electronically, by publication in the Swiss Official Gazette of Commerce or on its website or in any other way. To comply with a written form, a facsimile or electronic copy of a signature or e-signature (irrespective of whether or not it is recognized or accredited) shall be sufficient.

**Abschnitt 10***Verbindliche Fassung***Artikel 35**

Falls sich zwischen der deutschen und englischen Fassung dieser Statuten Differenzen ergeben, hat die deutsche Fassung Vorrang.

Verbindliche Fassung

Authoritative Language

**Section 10***Authoritative Language***Article 35**

In the event of discrepancies between the German and English version of these articles of association, the German version shall prevail.

**Abschnitt 11***Beabsichtigte Sachübernahme***Artikel 36**

Nach der Gründung der Gesellschaft ist beabsichtigt, dass Therachon Holding AG (CHE-181.754.563), Basel, der Gesellschaft sämtliche Aktien der GlyPharma Therapeutic Inc. ohne Gegenleistung überträgt. Im Zusammenhang mit dieser Übertragung beabsichtigt die Gesellschaft, nach ihrer Gründung von Therachon Holding AG und Therachon AG (CHE-466.925.801), Basel, sämtliche Rechte und Pflichten unter dem Share Purchase Agreement unter anderem zwischen Therachon Holding AG, Therachon AG und GlyPharma Therapeutic Inc. vom 30. September 2018 und geändert am 9. Mai 2019 zu übernehmen. Die Gesellschaft übernimmt dabei (Eventual)verbindlichkeiten im Maximalbetrag von USD 20'000'000.

Beabsichtigte  
SachübernahmeIntended Acquisition of  
Rights and Obligations**Section 11***Intended Acquisition of Assets***Article 36**

Following the incorporation of the Company, it is intended that Therachon Holding AG (CHE-181.754.563), Basel, will transfer to the Company all shares of GlyPharma Therapeutic Inc. against no consideration. In connection with this transfer, the Company intends to assume, after its incorporation, from Therachon Holding AG and Therachon AG (CHE-466.925.801), Basel, all rights and obligations under the Share Purchase Agreement by and among (among other parties) Therachon Holding AG, Therachon AG and GlyPharma Therapeutic Inc. dated September 30, 2018 and amended on May 9, 2019. The maximum value of the (contingent) liabilities amounts to USD 20,000,000.

---

**Abschnitt 12**  
*Sacheinlagen*


---

**Artikel 37**

Sacheinlage

Die Gesellschaft übernimmt gemäss Sacheinlagevertrag vom 10. September 2021 bei der Kapitalerhöhung vom 10. September 2021 von Stichting Depositary Inkef Investment Fund 999'999 Aktien der Comet Therapeutics, Inc., Delaware, USA, im Wert und zum Preis von insgesamt USD 1'499'977.44 (gerundet). Als Gegenleistung für diese Sacheinlage gibt die Gesellschaft Stichting Depositary Inkef Investment Fund 185'608 voll liberierte Namenaktien der Gesellschaft mit einem Nennwert von je CHF 0.05 zum Ausgabebetrag von insgesamt USD 1'499'977.44 (gerundet) aus. Die Gesellschaft weist die Differenz zwischen dem gesamten Nennwert der ausgegebenen Aktien und dem Ausgabebetrag dem Agio als Reserven aus Kapitaleinlagen zu.

Contribution in Kind

---

**Section 12**  
*Contributions in Kind*


---

**Article 37**

In connection with the capital increase on September 10, 2021, the Company acquires pursuant to the contribution in kind agreement dated as of September 10, 2021 from Stichting Depositary Inkef Investment Fund 999,999 shares of Comet Therapeutics, Inc., Delaware, USA, at a value and price of USD 1,499,977.44 (rounded) in total. In consideration for this contribution in kind, the Company issues to Stichting Depositary Inkef Investment Fund 185,608 fully paid in registered shares of the Company with a par value of CHF 0.05 each at an issue price of USD 1,499,977.44 (rounded) in total. The difference between the aggregate par value of the shares issued and the issue price is allocated as premium to legal reserves from capital contributions.

**Konformitätsbeurkundung**

Der unterzeichnete öffentliche Basler Notar, Dr. Markus Schülin, beurkundet hiermit, dass dies die gültigen Statuten der VectivBio Holding AG (VectivBio Holding SA) (VectivBio Holding Ltd), Basel, gemäss dem heutigen Beschluss des Verwaltungsrates der Gesellschaft sind.

Basel, 17. (siebzehnter) Oktober 2022 (zweitausendzweiundzwanzig)

A-Reg. 2022/119

**VectivBio Holding AG**  
Aeschenvorstadt 36  
4051 Basel  
Switzerland

Homburger AG  
Prime Tower  
Hardstrasse 201  
CH-8005 Zurich  
  
homburger.ch  
T +41 43 222 10 00

October 17, 2022

**VectivBio Holding AG – Registration Statement on Form F-3**

Ladies and Gentlemen:

We have acted as special Swiss counsel to VectivBio Holding AG, a stock corporation incorporated under the laws of Switzerland (the **Company**), in connection with the filing of (i) a registration statement on Form F-3, including the base prospectus dated May 12, 2022 (the **Base Prospectus**), filed with the United States Securities and Exchange Commission (the **SEC**) on May 4, 2022, and declared effective on May 12, 2022 (the **Registration Statement**), for the purpose of registering under the United States Securities Act of 1933, as amended (the **Securities Act**), certain securities, including registered ordinary shares of the Company, each with a nominal value of CHF 0.05 (the **Ordinary Shares**), with a maximum aggregate offering price of up to USD 200,000,000, as further described in the Registration Statement, and (ii) a prospectus supplement dated October 13, 2022 and filed with the SEC on October 14, 2022 (the **Prospectus Supplement**), relating to the offering and sale by the Company of 16,700,000 Ordinary Shares (the **Offered Shares**).

As such counsel, we have been requested to give our opinion as to certain legal matters of Swiss law.

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Documents (as defined below).

## I. Basis of Opinion

This opinion is confined to and given on the basis of the laws of Switzerland in force at the date hereof. Such laws and the interpretation thereof are subject to change. This opinion is also confined to the matters stated herein and is not to be read as extending, by implication or otherwise, to any document referred to in the Documents (other than as listed below) or any other matter.

For purposes of this opinion we have not conducted any due diligence or similar investigation as to factual circumstances, which are or may be referred to in the Documents, and we express no opinion as to the accuracy of representations and warranties of facts set out in the Documents or the factual background assumed therein.

For purposes of this opinion, we have only reviewed originals or copies of the following documents we have deemed necessary or advisable for the purpose of rendering this opinion (collectively the **Documents**):

- (i) an electronic copy of the Registration Statement, including the Base Prospectus;
- (ii) an electronic copy of the Prospectus Supplement;
- (iii) an electronic copy of the articles of association (*Statuten*) of the Company dated June 30, 2022 (the **Articles of Association**); and
- (iv) an online excerpt from the commercial register of the Canton of Basel-Stadt dated October 14, 2022 (the **Register Extract**).

No documents other than the Documents have been reviewed by us in connection with this opinion. Accordingly, we shall limit our opinion to the Documents and their legal implications under Swiss law.

In this opinion, Swiss legal concepts are expressed in English terms and not in their original language. These concepts may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions.

## II. Assumptions

In rendering the opinion below, we have assumed the following:

- (a) all documents produced to us as originals are authentic and complete, and all documents produced to us as copies (including, without limitation, electronic copies) conform to the original;
- (b) all documents produced to us as originals and the originals of all documents produced to us as copies were duly executed and certified, as applicable, by the individuals purported to have executed or certified, as the case may be, such documents;
- (c) all documents produced to us in draft form will be executed in the form of the draft submitted to us;

- (d) to the extent relevant for purposes of this opinion, any and all information contained in the Documents is and will be true, complete and accurate at all relevant times;
- (e) no laws (other than those of Switzerland) affect any of the conclusions stated in this opinion;
- (f) the Registration Statement, including the Base Prospectus, the Prospectus Supplement, the Articles of Association and the Register Extract are unchanged and correct, complete and up-to-date and in full force and effect as of the date hereof and no changes have been made which should have been or should be reflected in the Registration Statement, including the Base Prospectus, the Prospectus Supplement, the Articles of Association or the Register Extract, as the case may be, as of the date hereof;
- (g) (i) the Offered Shares will not exceed the number of registered shares that may be issued under the Articles of Association (as may be amended from time to time), (ii) the Prospectus Supplement is effective, and (iii) the issuance and sale of and payment for the Offered Shares will be made in accordance with the Articles of Association (as may be amended from time to time), the Registration Statement, including the Base Prospectus, the Prospectus Supplement and Swiss law;
- (h) prior to the issuance, offering and sale of any Offered Shares, the board of directors of the Company will have duly authorized the issuance, offering and sale of such Offered Shares and will have validly excluded the pre-emptive rights of the existing shareholders for purposes of the issuance, offering and sale of such Offered Shares as contemplated in the Registration Statement or the Prospectus Supplement, as applicable, and such authorization and exclusion will not have been amended and will be in full force and effect until the issuance of all such Offered Shares;
- (i) the Company has not entered and will not enter into any transaction which could be construed as repayment of share capital (*Einlagenrückgewähr*) and has not undertaken and will not undertake an acquisition in kind (*Sacheinlage*) or intended acquisition in kind (*Sachübernahme*) without complying with the formal procedure set forth in article 628 of the Swiss Code of Obligations; and
- (j) all authorizations, approvals, consents, licenses, exemptions, other than as required by mandatory Swiss law applicable to the Company or the Articles of Association, and other requirements for the filing of the Registration Statement, including the Base Prospectus, and the Prospectus Supplement or for any other activities carried on in view of, or in connection with, the performance of the obligations expressed to be undertaken by the Company in the Registration Statement, including the Base Prospectus, and the Prospectus Supplement have been duly obtained or fulfilled in due time and are and will remain in full force and effect, and any related conditions to which the parties thereto are subject have been satisfied.

### III. Opinion

Based on the foregoing and subject to the qualifications set out below, we are of the opinion that the Offered Shares, if and when issued and paid for pursuant to the Articles of Association, the underlying contractual arrangements and Swiss law, in particular upon registration of the corresponding share capital increase into the Commercial Register of the Canton of Basel-Stadt, and entered into the Company's book of uncertificated securities, will be validly issued, fully paid as to their nominal value and non-assessable.

#### IV. Qualifications

The above opinions are subject to the following qualifications:

- (a) The lawyers of our firm are members of the Zurich bar and do not hold themselves out to be experts in any laws other than the laws of Switzerland. Accordingly, we are opining herein as to Swiss law only based on our independent professional judgment, and we express no opinion with respect to the applicability or the effect of the laws of any other jurisdiction to or on the matters covered herein.
- (b) The exercise of voting rights and rights related thereto with respect to any Offered Shares is only permissible after registration in the Company's share register as a shareholder with voting rights in accordance with the provisions of, and subject to the limitations provided in, the Articles of Association.
- (c) We express no opinion as to whether the Registration Statement, including the Base Prospectus, and the Prospectus Supplement are accurate, true, correct, complete or not misleading. In particular, and without limitation to the foregoing, we express no opinion on whether the Registration Statement, including the Base Prospectus, and the Prospectus Supplement provide sufficient information for investors to reach an informed assessment of the Company, any companies within the Company's consolidation perimeter and the Offered Shares.
- (d) We express no opinion as to regulatory matters or as to any commercial, accounting, calculating, auditing or other non-legal matter.

We have issued this opinion as of the date hereof and we assume no obligation to advise you of any changes in fact or in law that are made or brought to our attention hereafter.

We hereby consent to the filing of this opinion as an exhibit to the Company's Report on Form 6-K filed on the date hereof and to the incorporation by reference of this opinion in the Registration Statement, as amended, and further consent to the reference to our name under the caption "Legal Matters" in the Prospectus Supplement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion is governed by and shall be construed in accordance with the laws of Switzerland.

Sincerely yours  
/s/ Homburger AG



### **VectivBio Announces Pricing of \$125 Million Underwritten Offering of Ordinary Shares**

**BASEL, Switzerland, Oct. 13, 2022** (GLOBE NEWSWIRE) – VectivBio Holding AG (“VectivBio”) (Nasdaq: VECT), a clinical-stage biopharmaceutical company pioneering novel transformational treatments for severe rare conditions, today announced the pricing of an underwritten offering of 16,700,000 ordinary shares at an offering price of \$7.50 per share. Investors who have agreed to purchase shares in the offering include Cowen Healthcare Investments, Driehaus Capital Management, Eventide Asset Management, LLC, Forbion’s Growth Opportunities Fund, Frazier Life Sciences, Marshall Wace, OrbiMed, Surveyor Capital (a Citadel company), TCG X, Venrock Healthcare Capital Partners and Vivo Capital, among other specialist biotech investors. Before deducting the underwriting discounts and commissions and offering expenses, VectivBio expects to receive total gross proceeds of approximately \$125 million. The offering is expected to close on or about October 17, 2022, subject to satisfaction of customary closing conditions.

VectivBio intends to use the net proceeds from the offering, together with its existing cash and cash equivalents: to fund (i) clinical development and pre-commercialization activities for its lead product candidate and (ii) general corporate purposes, including general and administrative expenses and working capital.

Jefferies, SVB Securities and Piper Sandler are acting as joint book-running managers for the offering.

A registration statement relating to these securities has been filed with the U.S. Securities and Exchange Commission on Form F-3 (File No. 333-264653) and declared effective on May 12, 2022. The offering will be made only by means of a prospectus supplement. Copies of the final prospectus supplement and the accompanying prospectus related to the offering may be obtained, when available, from: Jefferies LLC, Attention: Equity Syndicate Prospectus Department, 520 Madison Avenue, New York, New York 10022, or by telephone at (877) 821-7388, or by email at [Prospectus\\_Department@jefferies.com](mailto:Prospectus_Department@jefferies.com); SVB Securities LLC, Attention: Syndicate Department, 53 State Street, 40<sup>th</sup> Floor, Boston, Massachusetts 02109, or by telephone at (800) 808-7525, ext. 6105, or by email at [syndicate@svbsecurities.com](mailto:syndicate@svbsecurities.com); Piper Sandler & Co., Attention: Prospectus Department, 800 Nicollet Mall, J12S03, Minneapolis, Minnesota 55402, or by telephone at (800) 747-3924, or by email at [prospectus@psc.com](mailto:prospectus@psc.com); or by accessing the U.S. Securities and Exchange Commission’s website at [www.sec.gov](http://www.sec.gov).

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities, in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

#### **About VectivBio AG**

VectivBio is a global clinical-stage biotechnology company focused on transforming and improving the lives of patients with severe rare conditions. Lead product candidate apraglutide is a next-generation, long-acting synthetic GLP-2 analog being developed for a range of rare gastrointestinal diseases where GLP-2 can play a central role in addressing disease pathophysiology, including short bowel syndrome with intestinal failure (SBS-IF) and Acute Graft-Versus-Host Disease (aGVHD).



VectivBio is also advancing its modular, small molecule CoMET platform to address a broad range of previously undruggable Inherited Metabolic Diseases (IMDs). CoMET leverages innovative chemistry, based on a proprietary stabilized pantetheine backbone, to restore fundamental cellular metabolism in pediatric populations with IMDs characterized by a deficit of energy metabolism caused by the depletion of functional Coenzyme A (“CoA”). Candidates from the CoMET platform are initially being evaluated in methylmalonic acidemia (MMA), propionic acidemia (PA), and other organic acidemias.

### **Forward Looking Statements**

Forward-looking statements are statements that are not historical facts. Words and phrases such as “anticipated,” “forward,” “will,” “would,” “may,” “remain,” “potential,” “prepare,” “expected,” “believe,” “plan,” “near future,” “belief,” “guidance,” and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, whether VectivBio will offer the ordinary shares or consummate the offering, and the timing, size and use of proceeds of the offering described herein. All of such statements are subject to risks and uncertainties, and assumptions, including those that are described in the Risk Factor sections of the prospectus supplement for such offering to be filed with the U.S. Securities and Exchange Commission (the “SEC”), and the documents incorporated by reference therein, including without limitation those risks and uncertainties identified in the “Risk Factors” section of VectivBio’s Registration Statement on Form F-3 declared effective by the SEC on May 12, 2022, the accompanying prospectus, VectivBio’s Annual Report on Form 20-F filed with the SEC on April 7, 2022, and other filings that VectivBio makes with the SEC from time to time. All forward-looking statements contained in this press release speak only as of the date on which they were made. Except to the extent required by law, VectivBio undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

### **VectivBio Contacts:**

Patrick Malloy  
VectivBio SVP, Investor Relations and Strategic Communications  
Patrick.malloy@vectivbio.com



### **VectivBio Announces Closing of \$125 Million Underwritten Offering of Ordinary Shares**

**BASEL, Switzerland, October 18, 2022** – VectivBio Holding AG (“VectivBio”) (Nasdaq: VECT), a clinical-stage biopharmaceutical company pioneering novel transformational treatments for severe rare conditions, today announced the closing of its previously announced underwritten offering of 16,700,000 ordinary shares at an offering price of \$7.50 per share. Investors who purchased shares in the offering include Cowen Healthcare Investments, Driehaus Capital Management, Eventide Asset Management, LLC, Forbion’s Growth Opportunities Fund, Frazier Life Sciences, Marshall Wace, OrbiMed, Surveyor Capital (a Citadel company), TCG X, Venrock Healthcare Capital Partners and Vivo Capital, among other specialist biotech investors. Before deducting the underwriting discounts and commissions and offering expenses, VectivBio received total gross proceeds of approximately \$125 million.

VectivBio intends to use the net proceeds from the offering, together with its existing cash and cash equivalents: to fund (i) clinical development and pre-commercialization activities for its lead product candidate and (ii) general corporate purposes, including general and administrative expenses and working capital.

Jefferies, SVB Securities and Piper Sandler acted as the joint book-running managers for the offering.

A registration statement relating to these securities has been filed with the U.S. Securities and Exchange Commission on Form F-3 (File No. 333-264653) and declared effective on May 12, 2022. The offering was made only by means of a prospectus supplement. Copies of the final prospectus supplement and the accompanying prospectus related to the offering may be obtained from: Jefferies LLC, Attention: Equity Syndicate Prospectus Department, 520 Madison Avenue, New York, New York 10022, or by telephone at (877) 821-7388, or by email at [Prospectus\\_Department@jefferies.com](mailto:Prospectus_Department@jefferies.com); SVB Securities LLC, Attention: Syndicate Department, 53 State Street, 40<sup>th</sup> Floor, Boston, Massachusetts 02109, or by telephone at (800) 808-7525, ext. 6105, or by email at [syndicate@svbsecurities.com](mailto:syndicate@svbsecurities.com); Piper Sandler & Co., Attention: Prospectus Department, 800 Nicollet Mall, J12S03, Minneapolis, Minnesota 55402, or by telephone at (800) 747-3924, or by email at [prospectus@psc.com](mailto:prospectus@psc.com); or by accessing the U.S. Securities and Exchange Commission’s website at [www.sec.gov](http://www.sec.gov).

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities, in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

#### **About VectivBio AG**

VectivBio is a global clinical-stage biotechnology company focused on transforming and improving the lives of patients with severe rare conditions. Lead product candidate apraglutide is a next-generation, long-acting synthetic GLP-2 analog being developed for a range of rare gastrointestinal diseases where GLP-2 can play a central role in addressing disease pathophysiology, including short bowel syndrome with intestinal failure (SBS-IF) and Acute Graft-Versus-Host Disease (aGVHD).



VectivBio is also advancing its modular, small molecule CoMET platform to address a broad range of previously undruggable Inherited Metabolic Diseases (IMDs). CoMET leverages innovative chemistry, based on a proprietary stabilized pantetheine backbone, to restore fundamental cellular metabolism in pediatric populations with IMDs characterized by a deficit of energy metabolism caused by the depletion of functional Coenzyme A (“CoA”). Candidates from the CoMET platform are initially being evaluated in methylmalonic acidemia (MMA), propionic acidemia (PA), and other organic acidemias.

### **Forward Looking Statements**

Forward-looking statements are statements that are not historical facts. Words and phrases such as “intends,” “anticipated,” “forward,” “will,” “would,” “may,” “remain,” “potential,” “prepare,” “expected,” “believe,” “plan,” “near future,” “belief,” “guidance,” and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, the use of proceeds of the offering described herein. All of such statements are subject to risks and uncertainties, and assumptions, including those that are described in the Risk Factor sections of the prospectus supplement for such offering to be filed with the U.S. Securities and Exchange Commission (the “SEC”), and the documents incorporated by reference therein, including without limitation those risks and uncertainties identified in the “Risk Factors” section of VectivBio’s Registration Statement on Form F-3 declared effective by the SEC on May 12, 2022, the accompanying prospectus, VectivBio’s Annual Report on Form 20-F filed with the SEC on April 7, 2022, and other filings that VectivBio makes with the SEC from time to time. All forward-looking statements contained in this press release speak only as of the date on which they were made. Except to the extent required by law, VectivBio undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

### **VectivBio Contacts:**

Patrick Malloy  
SVP, Investor Relations and Strategic Communications  
VectivBio  
[Patrick.malloy@vectivbio.com](mailto:Patrick.malloy@vectivbio.com)