

---

---

**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 2024  
Commission File Number: 001-40488**

---

**MOLECULAR PARTNERS AG**  
(Translation of registrant's name into English)

---

Wagistrasse 14  
8952 Zürich-Schlieren  
Switzerland  
Telephone: +41 447557700  
(Address of registrant's principal executive offices)

---

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

Form 20-F  Form 40-F

## EXPLANATORY NOTE

On October 24, 2024, Molecular Partners AG (the “**Company**”) entered into an underwriting agreement (the “**Underwriting Agreement**”) with Leerink Partners LLC and TD Securities (USA) LLC as representatives of the several underwriters named therein (the “**Underwriters**”), in connection with the issuance and sale by the Company in an underwritten registered direct offering (the “**Offering**”) by the Company of 3,642,988 American Depositary Shares (“**ADSs**”) representing 3,642,988 ordinary shares, nominal value CHF 0.10 per share, of the Company at an offering price of \$5.49 per ADS. Gross proceeds from the Offering, before deducting underwriting discounts and commissions and offering expenses payable by the Company, are expected to be approximately \$20 million.

The Offering was made pursuant to the Company’s shelf registration statement on Form F-3 (File No. 333-265960), which was declared effective by the Securities and Exchange Commission (the “**SEC**”) on July 12, 2022, as supplemented by a final prospectus supplement dated October 24, 2024, filed with the SEC pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the “**Securities Act**”). The Offering is expected to close on or about October 29, 2024, subject to customary closing conditions.

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.

The foregoing description of the Underwriting Agreement is not complete, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed herewith as Exhibit 1.1 and incorporated by reference herein.

In connection with the Offering and related increase in the Company’s share capital, on October 25, 2024, the Company filed an updated Articles of Incorporation with the Canton of Zurich, a copy of which is filed herewith as Exhibit 3.1 and incorporated by reference herein.

The legal opinion of Homburger AG relating to the legality of the issuance and sale of the ordinary shares underlying the ADSs offered in the Offering is filed herewith as Exhibit 5.1 and incorporated by reference herein.

On October 25, 2024, the Company issued a press release announcing the Offering. The press release is furnished as Exhibit 99.1 hereto and is incorporated by reference herein.

### **Forward-Looking Statements**

*Statements in this Report on Form 6-K that are not strictly historical in nature, including statements regarding the Company’s expectations with respect to the closing of the Offering and the receipt of gross proceeds, are forward-looking statements. These statements are only predictions based on current information and expectations and involve a number of risks and uncertainties. Actual events or results may differ materially from those projected in any of such statements due to various factors, including market risks and uncertainties and risks relating to the satisfaction of customary closing conditions for an offering of securities. Given these uncertainties, the reader is advised not to place any undue reliance on such forward-looking statements. These forward-looking statements speak only as of the date of this report. The Company undertakes no obligation to publicly update or revise the information in this report, including any forward-looking statements, except as may be required by law.*

## INCORPORATION BY REFERENCE

This Report on Form 6-K, including the information contained in exhibits 1.1, 3.1, 5.1, 23.1 and 99.1 to this Report, shall be deemed to be incorporated by reference into the Registrant's Registration Statements on Form F-3 (File No. 333-265960) and Form S-8 (File Nos. 333-272974 and 333-280491) and 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.

### Exhibit

- 1.1 [Underwriting Agreement, dated as of October 24, 2024, by and among the Company, Leerink Partners LLC and TD Securities \(USA\) LLC](#)
- 3.1 [Articles of Incorporation of the Company, as of October 25, 2024 \(as currently in effect\)](#)
- 5.1 [Opinion of Homburger AG](#)
- 23.1 [Consent of Homburger AG \(included in exhibit 5.1\)](#)
- 99.1 [Press release dated October 25, 2024](#)

**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.

**Molecular Partners AG**  
(Registrant)

Date: October 28, 2024

*/s/ PATRICK AMSTUTZ*

---

Name: Patrick Amstutz  
Title: Chief Executive Officer

MOLECULAR PARTNERS AG

3,642,988 American Depositary Shares,  
representing 3,642,988 Ordinary Shares

Underwriting Agreement

October 24, 2024

Leerink Partners LLC  
TD Securities (USA) LLC

As Representatives of the  
several Underwriters listed  
in Schedule 1 hereto

c/o Leerink Partners LLC  
1301 Avenue of the Americas, 5th Floor  
New York, New York 10019

c/o TD Securities (USA) LLC  
1 Vanderbilt Avenue  
New York, New York 10017

Ladies and Gentlemen:

Molecular Partners AG, a company limited by shares (*Aktiengesellschaft*) organized under the laws of Switzerland (the “**Company**”), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the “**Underwriters**”), for whom you are acting as representatives (the “**Representatives**”), an aggregate of 3,642,988 American Depositary Shares (“**ADSs**”), representing 3,642,988 ordinary shares with a nominal value of CHF 0.10 each (the “**Ordinary Shares**”), of the Company (the “**Underwritten ADSs**”). The Underwritten ADSs are herein referred to as the “**Offered ADSs**.” The Ordinary Shares represented by the Underwritten ADSs are herein referred to as the “**Underwritten Shares**,” and the Underwritten Shares are herein together referred to as the “**Shares**.”

The Offered ADSs are to be issued pursuant to a deposit agreement (the “**Deposit Agreement**”), dated as of June 18, 2021, among the Company, Citibank, N.A., as depository (the “**Depository**”), and the holders and beneficial owners from time to time of the ADSs. Each Offered ADS will initially represent the right to receive one Common Share deposited pursuant to the Deposit Agreement.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Offered ADSs, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended,

and the rules and regulations of the Commission thereunder (collectively, the “**Securities Act**”), a registration statement on Form F-3 (File No. 333-265960), including a prospectus, relating to certain securities, including shares of Offered ADSs, to be issued from time to time by the Company. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, Rule 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness (“**Rule 430 Information**”), is referred to herein as the “**Registration Statement**”; and as used herein, the term “**Preliminary Prospectus**” means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information (the “**Base Prospectus**”), and the term “**Prospectus**” means the Base Prospectus and any prospectus supplement relating to the Offered ADSs in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Offered ADSs. Any reference in this underwriting agreement (this “**Agreement**”) to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to “amend”, “amendment” or “supplement” with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the “**Exchange Act**”) that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively with the pricing information set forth on Annex A, the “**Pricing Disclosure Package**”): each “free-writing prospectus” (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

“Applicable Time” means 5:10 P.M., New York City time, on October 24, 2024.

## 2. Purchase of the ADSs.

(a) The Company agrees to issue and sell the Underwritten ADSs to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase at a price per ADS of \$5.1606 (the “**Purchase Price**”) from the Company the respective number of Underwritten ADSs set forth opposite such Underwriter’s name in Schedule 1 hereto.

(b) The Company understands that the Underwriters intend to make an offering of the Offered ADSs in the United States, and initially to offer the Offered ADSs on the terms set forth in the Pricing Disclosure Package. The Company acknowledges and agrees that the Underwriters may offer and sell Offered ADSs to or through any affiliate of an Underwriter.

(c) Payment for the Offered ADSs shall be made by wire transfer in immediately available funds to the account specified by the Company to the Representatives, in the case of the Underwritten ADSs, at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 at 10:00 A.M. New York City time on October 29th, 2024, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Company may agree upon in writing. The time and date of such payment for the Underwritten ADSs is referred to herein as the “**Closing Date.**”

Payment for the Offered ADSs to be purchased on the Closing Date shall be made (i) to the Company net of the Capital Increase Amount (as defined below), as applicable, and against delivery to the Representatives for the respective accounts of the several Underwriters of the Offered ADSs to be purchased on such date, with any documentary, stamp, stamp duty reserve tax or issue, registration, sales, transfer or similar taxes or duties payable in connection with the issue and delivery of the Shares and/or the offering and sale of such Offered ADSs, including, but not limited to Swiss federal securities turnover tax (*Umsatzabgabe*) and Swiss issuance stamp tax (*Emissionsabgabe*), duly paid by the Company and (ii) in the amount of the Capital Increase Amount, to the Settlement Agent, with the funds to be credited as instructed by the Company. Delivery of the Offered ADSs shall be made through the facilities of The Depository Trust Company (“**DTC**”) unless the Representatives shall otherwise instruct. The certificates for the Offered ADSs will be made available for inspection and packaging by the Representatives at the office of DTC or its designated custodian not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date.

(d) The Company acknowledges and agrees that the Representatives and the other Underwriters are acting solely in the capacity of an arm’s length contractual counterparty to the Company with respect to the offering of the Offered ADSs contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representatives nor the other Underwriters shall have any responsibility or liability to the Company with respect thereto. Any review by the Representatives and the other Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

### 3. Capital Increase and Initial Subscription

(a) The Company confirms that:

(1) Pursuant to its articles of association, the Board of Directors of the Company may effect an increase of the Company’s share capital in a maximum amount of CHF 1,817,714.80 by issuing up to 18,177,148 Ordinary Shares out of the Company’s capital range, such authorization having been granted by resolution of the shareholders’ meeting of April 17, 2024; and

(2) On or about October 22, 2024 the Board of Directors of the Company resolved on an increase in the share capital of the Company (*Erhöhungsbeschluss*) from CHF 3,672,010.70 (out of which CHF 36,581.00 out of the conditional capital have not yet been registered in the commercial register) to a maximum amount of CHF 5,489,725.50 by issuing up to 18,177,148 new Ordinary Shares from the capital range for the purpose of the transactions contemplated by this Agreement (“**Capital Increase**”), whereby all statutory pre-emptive rights to which the shareholders of the Company are entitled under Swiss law have been validly excluded.

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

(1) to subscribe, on or by 8:00 a.m. (Swiss time) on October 25, 2024, or such other date as agreed between the Company and the Representatives (the “**Capital Increase Date**”), the Underwritten Shares at the issue price of CHF 0.10 per Underwritten Share corresponding to the nominal value of each such Underwritten Share and to deliver the corresponding subscription form (*Zeichnungsschein*) to the Company; and

(2) to deposit or cause to be deposited same-day funds (in CHF) for value not later than 8:00 a.m. (Swiss time) on the Capital Increase Date in the amount of the aggregate nominal value of the Underwritten Shares (the “**Capital Increase Amount**”) with UBS AG (the “**Capital Increase Bank**”), in a blocked account for such capital increase (*Kapitaleinzahlungskonto*), made out to the Company (the “**Capital Increase Account**”), allowing the Capital Increase Bank to issue and deliver a written confirmation of payment of the Capital Increase Amount (*Kapitaleinzahlungsbestätigung*) to the Company no later than 8:30 a.m. (Swiss time) on the Capital Increase Date.

(c) Upon receipt of the documents referred to in Section 3(b) and before 9:00 a.m. (Swiss time) on the Capital Increase Date, the Board of Directors (or a committee or a Board member duly authorized by the Board of Directors) will:

(1) adopt a report on the Capital Increase (*Kapitalerhöhungsbericht*) in accordance with Swiss law;

(2) procure that a licensed auditor verifies the report on the Capital Increase in accordance with article 652f of the Swiss Code of Obligations and confirms in writing that it is complete and accurate (*Prüfungsbestätigung*) in accordance with Swiss law;

(3) resolve on the Capital Increase and make all amendments to the articles of association of the Company necessary in connection with the Capital Increase (*Feststellungs- und Statutenänderungsbeschluss*); and

(4) promptly thereafter, but no later than 9:00 a.m. (Swiss time) on the Capital Increase Date, file the documents necessary for the registration of the Capital Increase with the Commercial Register of the Canton of Zurich;



*provided, however*, that if this Agreement is terminated pursuant to Section 11 prior to the Company filing the relevant documents with the Commercial Register of the Canton of Zurich, (A) the Company undertakes not to resolve on the Capital Increase (if it has not already done so) and not to file the relevant documents with the Commercial Register of the Canton of Zurich.

(d) Following the registration of the Capital Increase in the Commercial Register of the Canton of Zurich pursuant to Section 3(c), the Company shall:

(1) no later than 3:00 p.m. (Swiss time) on the Capital Increase Date (i) deliver by way of email to each of the Representatives, the Capital Increase Bank, the SIX Exchange Regulation AG (together with the SIX Swiss Exchange AG, the “SIX”), the share registrar of the Company, pdf-copies of, (A) the certified excerpt from the Commercial Register of the Canton of Zurich featuring the approval from the Swiss Federal Office for the Commercial Register (*Eidgenössisches Amt für das Handelsregister; EHRA*) evidencing the Capital Increase, (B) the certified updated articles of association of the Company evidencing the Capital Increase and (C) the duly signed book of uncertificated securities (*Wertrechtbuch*) of the Company and evidencing the Settlement Agent as first holder of the Underwritten Shares; and (ii) take all steps necessary to ensure that the Underwritten Shares will be (A) issued to the Settlement Agent, (B) duly recorded as book-entry securities (*Bucheffekten*) in the main register (*Hauptregister*) maintained by SIX SIS AG (“SIS”) and (C) duly delivered through the facilities of SIS to a security deposit account of the Settlement Agent for delivery to the Depository; and

(2) no later than 10:00 a.m. (Swiss time) on October 29, 2024, take all steps necessary to ensure that the Underwritten Shares will be (A) duly onward delivered through the facilities of SIS by the Settlement Agent to the Depository upon receipt by the Settlement Agent of a position transfer order (DI-DI) from the Depository, all in accordance with the provisions of the Swiss Federal Act on Intermediated Securities and (B) freely transferable (subject to any applicable restrictions set forth in the articles of association of the Company) on such date.

(e) Any fees payable to the Capital Increase Bank for any transfer of the funds deposited in the Capital Increase Account shall be payable to the Capital Increase Bank by the Company.

4. [Reserved.]

5. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the applicable requirements of the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted 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; provided that the Company

makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 9(b) hereof.

(b) *Pricing Disclosure Package.* The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date, will not, contain any untrue statement of a material fact or 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; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 9(b) hereof. No statement of material fact included in the Prospectus has been omitted from the Pricing Disclosure Package and no statement of material fact included in the Pricing Disclosure Package that is required to be included in the Prospectus has been omitted therefrom.

(c) *Issuer Free Writing Prospectus.* Other than the Registration Statement, the Preliminary Prospectus, if any, and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such, for which it makes no representation or warranty) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Offered ADSs or the Shares (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an “**Issuer Free Writing Prospectus**”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A hereto, each electronic road show and any other written communications approved in writing in advance by the Representatives, such approval not to be unreasonably withheld or delayed. Each such Issuer Free Writing Prospectus, if any, complied, or will comply, in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and (except as expressly set forth in such Issuer Free Writing Prospectus) does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, and, when taken together with any other Issuer Free Writing Prospectus(es) and the Preliminary Prospectus accompanying, if any, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date, will not, contain any untrue statement of a material fact or 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; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus or Preliminary Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in such Issuer Free Writing Prospectus or Preliminary Prospectus, it being understood

and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 9(b) hereof.

(d) *Emerging Growth Company*. As of the date hereof, the Company is an “emerging growth company” as defined in Section 2(a) of the Securities Act (an “**Emerging Growth Company**”).

(e) [*Reserved.*]

(f) *Registration Statement and Prospectus*. The Registration Statement has been declared effective by the Commission. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Offered ADSs has been initiated or, to the knowledge of the Company, threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the applicable requirements of the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus will comply in all material respects with the applicable requirements of the Securities Act and will not contain any untrue statement of a material fact or 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; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 9(b) hereof.

(g) *Form F-6*. A registration statement on Form F-6 (File No. 333-256924), and any amendments thereto, in respect of the Offered ADSs has been filed with the Commission; such registration statement in the form heretofore delivered to the Representatives and has been declared effective by the Commission; no stop order suspending the effectiveness of such registration statement has been issued and no proceeding for that purpose or pursuant to Section 8A of the Securities Act has been initiated or, to the Company’s knowledge, threatened by the Commission (the various parts of such registration statement, including all exhibits thereto, each as amended at the time such part of the registration statement became effective, being hereinafter called the “**ADS Registration Statement**”); as of the applicable effective date of the ADS Registration Statement and any post-effective amendment thereto, the ADS Registration Statement and any such post-effective amendment complied and will comply in all material respects with the applicable requirements of the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading.

(h) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) *Reporting Obligations.* The Company is subject to and in compliance in all material respects with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act. The Company has filed, in accordance with Section 12 of the Exchange Act, a registration statement, as amended (the “**Exchange Act Registration Statement**”), on Form 8-A (File No. 001-40488) under the Exchange Act to register, under Section 12(b) of the Exchange Act, the Ordinary Shares and ADSs.

(j) *Listing.* All issued and outstanding ADSs are properly listed on Nasdaq Global Select Market (“**Nasdaq**”) and all Ordinary Shares are properly listed on the SIX pursuant to the International Reporting Standard (the “**Listing**”). The Company has furnished from time to time any and all documents, instruments, information and undertakings, published all advertisements and other material that are necessary in order to maintain the Listing and has taken all other such actions as may be required by the SIX in order to comply in all material respects with the listing rules of the SIX (“**Listing Rules**”) and in particular the duty of notifying the market in the event of developments relevant to the share price (ad-hoc publicity), and any other duty of notification to the SIX. The Company has taken no action designed to, or reasonably likely to have the effect of, terminating the registration of the ADSs or the Ordinary Shares under the Exchange Act, delisting the ADSs from Nasdaq or delisting the Ordinary Shares from the SIX, nor has the Company received any notification that the Commission, Nasdaq, the Swiss Financial Market Supervisory Authority (“**FINMA**”) or the SIX is contemplating terminating such registration or listing.

(k) *Disclosure.* The information set forth in the Company’s annual report for the financial year ended December 31, 2023 and any media release, investor presentations and other reports and information published by the Company since January 1, 2024 or filed with FINMA or SIX does not contain any untrue, inaccurate or misleading statement of a material fact or any statement of a material fact in breach of statutory or regulatory (including stock exchange regulations) requirements and does not omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Such materials, when they were filed, published or sent, conformed to the applicable requirements of the SIX and applicable Swiss law.

(l) *SIX Listing of Shares.* The admission of the Shares to listing and to trading in accordance with the International Reporting Standard of the SIX has been duly

granted, subject to customary conditions, by SIX, such admission to become effective in each case on or prior to the applicable Closing Date.

(m) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiary included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the financial position of the Company and its consolidated subsidiary as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board (“**IFRS**”) applied on a consistent basis throughout the periods covered thereby, and any supporting schedules included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus present fairly in all material respects the information required to be stated therein; the other financial information included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiary and presents fairly in all material respects the information shown thereby; if applicable, all disclosures included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding “**non-GAAP financial measures**” (as such term is defined by the rules and regulations of Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Securities Act, to the extent applicable. To the extent applicable, any pro forma financial statements, information or data included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply with the requirements of Regulation S-X of the Securities Act, including, without limitation, Article 11 thereof, fairly present the information set forth herein, and the assumptions used in the preparation of such pro forma financial statements and data are reasonable, the pro forma adjustments used therein are appropriate to give effect to the circumstances referred to therein and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements and data. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not included or incorporated by reference therein as required.

(n) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any change in the share capital (other than the issuance of Ordinary Shares upon exercise of share options or vesting of performance share units (“**PSUs**”) or restricted share units (“**RSUs**”) to the Company’s current or former directors, employees, consultants, advisors and management pursuant to its existing equity incentive plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus), short-term debt or long-term debt of the Company or its subsidiary, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of shares, or any material adverse change, or any development that would reasonably be expected to result in a material adverse change, in or affecting the business, properties, management, financial position, shareholders’ equity, results of operations or

prospects of the Company and its subsidiary taken as a whole; (ii) neither the Company nor its subsidiary has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiary taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiary taken as a whole; and (iii) neither the Company nor its subsidiary has sustained any loss or interference with its business that is material to the Company and its subsidiary taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority (including stock exchange authorities), except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(o) *No Postponement of Disclosure.* With the exception of resolutions that may have been adopted by the Company's Board of Directors (but not made public) relating to or in connection with the subject matter of this Agreement, (i) the Company has made public all information required to be made public by applicable law and regulation (including stock exchange regulations), (ii) the Company does not suspend the publication (*kein Bekanntgabeaufschub*) of ad hoc relevant information, (iii) the Company does not have any information concerning itself or its subsidiary which, if made public, would have a significant effect upon the market price of the Ordinary Shares or ADSs, and (iv) the offering and sale of the Offered ADSs will not constitute a violation by it of any applicable law prohibiting insider trading in securities.

(p) *Incorporation and Good Standing.* The Company and its subsidiary have been duly incorporated and are validly existing and (if applicable) in good standing (or their jurisdictional equivalent, if any) under the laws of their respective jurisdictions of organization, are not in liquidation or receivership, are duly qualified to do business and are (if applicable) in good standing (or their jurisdictional equivalent, if any) in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing (or their jurisdictional equivalent, if any) or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, management, financial position, shareholders' equity, results of operations, competitive position or prospects of the Company and its subsidiary taken as a whole or on the performance by the Company of its obligations under this Agreement (a "**Material Adverse Effect**"). The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiary listed in Exhibit 8.1 of its most recent Annual Report on Form 20-F filed with the Commission.

(q) *Insolvency.* Neither the Company nor its subsidiary is the subject of any insolvency or bankruptcy proceedings, is over-indebted (in case of the Company within the meaning of article 725 para. 2 of the Swiss Code of Obligations) or is unable to pay its debts when due or is otherwise insolvent. No order has been made, petition presented or resolutions passed for the winding up of the Company or its subsidiary and no meeting has been convened for the purpose of winding up the Company or its subsidiary. Neither the Company nor its subsidiary has been a party to any transaction which could be voided in a winding up. No steps

have been taken for the appointment of an administrator or receiver (including an administrative receiver) of all or any part of the assets of the Company or its subsidiary. Neither the Company nor its subsidiary has commenced negotiations with its creditors or any class of its creditors with a view to rescheduling any of its indebtedness or has made or proposed any arrangement or composition with its creditors or any class of its creditors by reason of actual or anticipated financial difficulties.

(r) *Capitalization.* The Company has the issued and outstanding share capital, the authorized share capital and the conditional share capital as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Capitalization”; all the outstanding shares of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and are not subject to any pre-emptive or similar rights; except as described in, or expressly contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding rights granted by the Company or any of its affiliates (including, without limitation, subscription rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares or other equity interest in the Company or its subsidiary, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any shares of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the share capital of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer (subject to the limitations set forth in the Company’s articles of association) or any other similar claim of any third party.

(s) *Stock Options.* With respect to the stock options (the “**Stock Options**”) granted pursuant to the stock-based compensation plans of the Company and its subsidiary (the “**Company Stock Plans**”), (i) each grant of a Stock Option was duly authorized no later than the date on which the grant of such Stock Option was by its terms to be effective by all necessary corporate action, including, as applicable, approval by the Board of Directors of the Company (or a duly constituted and authorized committee thereof) and any required shareholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, (ii) each such grant was made in accordance with the terms of the Company Stock Plans and all other applicable laws and regulatory rules (including stock exchange regulations) or requirements, any other exchange on which Company securities are traded, and (iii) each such grant was properly accounted for in accordance with IFRS in the financial statements (including the related notes) of the Company. The Company has not knowingly granted, and there is no and has been no policy or practice of the Company of granting, Stock Options prior to, or otherwise coordinating the grant of Stock Options with, the release or other public announcement of material information regarding the Company or its subsidiary or their results of operations or prospects.

(t) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action

required to be taken for the due and proper authorization, execution and delivery by it of each of the Agreement and the consummation by it of the transactions contemplated hereby has been duly and validly taken. The Registration Statement, the Pricing Disclosure Package and the Prospectus and the publication thereof have been duly approved by the Company.

(u) *The Shares.* The Shares to be issued and delivered by the Company in connection with the transactions contemplated by this Agreement have been duly authorized by the Company and, when issued and delivered and paid for as provided herein, will be duly and validly issued as uncertificated securities (*Wertrechte*), will be fully paid and nonassessable and will conform to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The subscription rights of the existing shareholders of the Company in connection with the issuance of the Shares have been validly excluded. The Shares will at all times rank *pari passu* in all respects with all other outstanding Ordinary Shares, including their entitlement to dividends and granting the same voting and economic rights. Upon delivery of the Shares to the Depository pursuant to the Deposit Agreement, good and valid title to such Shares will pass to the Depository and the Shares will be free and clear of all liens, pledges, security interests, charges or other encumbrances (including without limitation any security interest under articles 24 and 25 of the Swiss Federal Intermediated Securities Act), and no person will have any pre-emptive right, right of first refusal or other third party right of any nature (whether in rem or in personam), or security interest of any kind or any agreement to create any of the foregoing. The Shares when issued and delivered and paid for as provided herein, will be, subject only to any restrictions applicable under the Company's articles of association, freely transferable except as otherwise described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, and will not be subject to any third party rights granted by the Company or its subsidiary other than as contemplated by this Agreement. The Shares may be freely deposited by the Company with the Depository against issuance of the Offered ADSs; the Offered ADSs to be sold by the Company, when issued and delivered against payment thereof, will be freely transferable by the Company to or for the account of the several Underwriters and (to the extent described in the Prospectus) the initial purchasers thereof; and there are no restrictions on subsequent transfers of the Offered ADSs under the laws of Switzerland or the United States except as disclosed or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus under "Description of Share Capital and Articles of Association" and "Description of American Depositary Shares."

(v) *Transaction Documents.* Each of the Agreement and the Deposit Agreement (together, the "**Transaction Documents**") has been duly authorized by the Company and constitutes a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms, except as enforceability, including rights of indemnification, may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general principles of equity or general application (including, but not limited to, the abuse of rights (*Rechtsmissbrauch*) and the principle of good faith (*Grundsatz von Treu und Glauben*)).

(w) *Description of the Transaction Documents.* Each Transaction Document conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus.



(x) *No Violation or Default.* Neither the Company nor its subsidiary is (i) in violation of its articles, charter, organizational regulations or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or its subsidiary is a party or by which the Company or its subsidiary is bound or to which any property or asset of the Company or its subsidiary is subject; or (iii) in violation of any law or statute applicable to the Company or its subsidiary or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority (including stock exchange authorities) having jurisdiction over the Company or its subsidiary, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(y) *No Conflicts.* The execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and delivery of the Shares, the issuance and sale of the Offered ADSs and the consummation of the transactions contemplated by the Transaction Documents or the Pricing Disclosure Package and the Prospectus will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or its subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or its subsidiary is a party or by which the Company or its subsidiary is bound or to which any property, right or asset of the Company or its subsidiary is subject, (ii) result in any violation of the provisions of the articles, charter, organizational regulations or by-laws or similar organizational documents of the Company or its subsidiary or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority (including stock exchange authorities), except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect.

(z) *No Consents Required.* No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority (including stock exchange authorities) is required for the execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and delivery of the Shares, the issuance and sale of the Offered ADSs and the consummation of the transactions contemplated by the Transaction Documents, except such (i) as have been already obtained or made and/or (ii) as may be required (A) with regards to the issuance and sale of the Offered ADSs, for the registration of the ADSs under the Securities Act and such consents, approvals, authorizations, orders and registrations or qualifications as may be required by the Financial Industry Regulatory Authority, Inc. (“**FINRA**”) and under applicable state securities or foreign securities laws in connection with the purchase and distribution of the Offered ADSs by the Underwriters, (B) with regards to the issuance and transfer to the custodian for the Depository or its nominee of the Shares, (C) in connection with the filing and registration of the capital increase or increases required in connection with the issuance of Shares, if any, in the

Commercial Register of the Canton of Zurich or (D) in connection with the listing of Shares as set out in Sections 5(l), 6(m) and 8(o).

(aa) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory (including stock exchange regulations) investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings (“**Actions**”) pending to which the Company or its subsidiary is a party or to which any property of the Company or its subsidiary is the subject that, individually or in the aggregate, if determined adversely to the Company or its subsidiary, would reasonably be expected to have a Material Adverse Effect or are otherwise material in the context of the transactions contemplated by the Transaction Documents; to the knowledge of the Company, no such Actions are threatened or contemplated by any governmental or regulatory authority (including stock exchange authorities) or threatened by others; and (i) there are no current or pending Actions that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus and (ii) there are no statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(bb) *Independent Accountants.* KPMG AG (Zurich), who have issued their report with respect to the audited consolidated financial statements of the Company and its subsidiary (the “**Group**”) as of and for each of the years ended December 31, 2023 and 2022 included or incorporated by reference in the Registration Statement, is an independent registered public accounting firm with respect to the Group within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States), as required by the Securities Act and under the applicable provisions of Swiss law and the requirements of the Swiss audit profession, as well as the IESBA Code of Ethics for Professional Accountants.

(cc) *Title to Real and Personal Property.* The Company and its subsidiary have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiary, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiary or (ii) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(dd) *Intellectual Property.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) the Company and its subsidiary solely and exclusively own or have adequate, valid and enforceable rights to use all patents, trademarks, service marks, trade names, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other intellectual property, industrial property and proprietary rights in the United States and foreign jurisdictions (including all registrations and applications for

registration of, and all goodwill associated with, the foregoing) (collectively, “Intellectual Property”) used in or necessary for the conduct of their respective businesses as currently contemplated and as proposed to be conducted in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (ii) to the Company’s knowledge, the Company’s and its subsidiary’s conduct of their respective businesses does not infringe, misappropriate or otherwise violate, and the Company and its subsidiary have not infringed, misappropriated or otherwise violated, any Intellectual Property of any person; (iii) there is no pending action, suit, claim or other proceeding alleging that the Company or its subsidiary infringes, misappropriates or otherwise violates any Intellectual Property of any person, and the Company and its subsidiary have not received any written notice of such allegation(s); (iv) the Company and its subsidiary have not received any written notice of any claim relating to any Intellectual Property owned or licensed by the Company and its subsidiary challenging the validity, enforceability, scope or ownership of such Intellectual Property, and no such action, suit, claim or other proceeding challenging the same is pending, except for usual proceedings before patent offices during patent prosecution; (v) to the knowledge of the Company, the Intellectual Property owned by or licensed to the Company and its subsidiary has not been infringed, misappropriated or otherwise violated by any person with material impact on the Company’s or its subsidiary’s business; (vi) there is no prior art of which the Company is aware that may render any issued patent held by the Company or its subsidiary invalid in its entirety or in material part or any patent application held by the Company or its subsidiary unpatentable which has not been disclosed to the U.S. Patent and Trademark Office or the relevant foreign patent authorities where a duty of disclosure exists; (vii) all past and current employees and contractors who to the knowledge of the Company have developed Intellectual Property for or on behalf of the Company have executed invention assignment agreements whereby such employee or contractor presently assigns all such Intellectual Property to the Company or one of its subsidiary; (viii) the Company and its subsidiary have taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all Intellectual Property owned or licensed by the Company and its subsidiary the value of which to the Company or its subsidiary is contingent upon maintaining the confidentiality thereof and no such Intellectual Property has been disclosed other than to employees, representatives and agents of the Company or its subsidiary all of whom are bound by a written confidentiality agreement and (ix) each agreement pursuant to which the Company or its subsidiary obtains any license or other rights to any Intellectual Property is a valid and binding agreement of the Company and its subsidiary and is in full force and effect, and none of the Company or its subsidiary or, to the knowledge of the Company, any other party thereto, is in default or breach under any terms of any such agreement and, to the knowledge of the Company, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute any event of default thereunder.

(ee) *No Undisclosed Relationships*. No relationship, direct or indirect, exists between or among the Company or its subsidiary, on the one hand, and the directors, officers, shareholders, customers, suppliers or other affiliates of the Company or its subsidiary, 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 Pricing Disclosure Package.

(ff) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Offered ADSs and the application of the proceeds thereof as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “**Investment Company Act**”).

(gg) *Taxes.* The Company and its subsidiary have paid all material federal, state, cantonal, local and foreign taxes and filed all material tax returns in each case required to be paid or filed, respectively, by them, through the date hereof; and except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package or the Prospectus, there is no material tax deficiency that has been, or could reasonably be expected to be, asserted against the Company or its subsidiary or any of their respective properties or assets.

(hh) *Licenses and Permits.* The Company and its subsidiary possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, cantonal, local or foreign governmental or regulatory authorities (including stock exchange authorities) that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor its subsidiary has received written notice of any revocation, suspension or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe, in the Company or its subsidiary’s reasonable opinion, that any such license, sub-license, certificate, permit or authorization will not be renewed in the ordinary course, except where such revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect.

(ii) *No Labor Disputes.* No labor disturbance by or dispute with employees of the Company or its subsidiary exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiary’s principal suppliers, contractors or customers, except as would not have a Material Adverse Effect. Neither the Company nor its subsidiary has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party.

(jj) *Certain Environmental Matters.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) the Company and its subsidiary (x) are in compliance with all, and have not violated any, applicable federal, state, cantonal, local and foreign laws (including common law), rules, regulations, requirements, decisions, judgments, decrees, orders and other legally enforceable requirements relating to pollution or the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, “**Environmental Laws**”); (y) have received and are in compliance with all, and have not

violated any, permits, licenses, certificates or other authorizations or approvals required of them under any Environmental Laws to conduct their respective businesses; and (z) have not received notice of any actual or potential liability or obligation under or relating to, or any actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiary, except in the case of each of (i) and (ii) above, for any such matter as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, (x) there is no proceeding that is pending, or that is known by the Company to be contemplated, against the Company or its subsidiary under any Environmental Laws in which a governmental entity is also a party, other than such proceeding regarding which it is reasonably believed no monetary sanctions of \$300,000 or more will be imposed, (y) the Company and its subsidiary are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, that would reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiary, and (z) none of the Company or its subsidiary anticipates material capital expenditures relating to any Environmental Laws.

(kk) *Benefits*. Except as would not, individually or in the aggregate, have a Material Adverse Effect, all social security, pension fund or similar payments due by the Company and its subsidiary in favor of their employees have been fully paid or provisioned in the relevant financial statements, and the Company and its subsidiary have no unfunded liabilities with respect to any pension plan or scheme maintained by them (including through independent foundations) for their employees. The Company and each of its subsidiary are in all material respects in compliance with all applicable laws and regulations, trust documentation and contracts governing each pension plan or scheme maintained by them (including through independent foundations) for their employees.

(ll) *Disclosure Controls*. The Company and its subsidiary maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the applicable requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiary have carried out evaluations of the effectiveness of their disclosure controls and procedures to the extent required by Rule 13a-15 of the Exchange Act.

(mm) *Accounting Controls*. The Company and its subsidiary maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that are designed to comply with the applicable requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance

regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. The Company and its subsidiary maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's auditors and the Audit and Finance Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses known to the Company (if any) in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and (ii) any fraud (if any), whether or not material, known to the Company, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(nn) *Insurance.* The Company and its subsidiary have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are generally maintained by similarly situated companies and which the Company believes are reasonably adequate to protect the Company and its subsidiary and their respective businesses; and neither the Company nor its subsidiary has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business in all material respects.

(oo) *Cybersecurity; Data Protection.* The Company and its subsidiary's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects in connection with the operation of the business of the Company and its subsidiary as currently conducted. To the knowledge of the Company, the IT Systems are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiary have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards designed to maintain and protect their material confidential information and the integrity, continuous operation and security of all IT Systems and personal, personally identifiable, sensitive, confidential or regulated data and trade secrets ("**Protected Data**") used by or on behalf of the Company or its subsidiary in connection with their businesses, and to the knowledge of the Company, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that individually or in the aggregate would not be expected to have a Material Adverse Effect or as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and its subsidiary are presently in material

compliance with all applicable laws or statutes (including the European Union General Data Protection Regulation) and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal and external policies and contractual obligations relating to the privacy and security of IT Systems and Protected Data and to the protection of such IT Systems and Protected Data from unauthorized use, access, misappropriation or modification.

(pp) *No Unlawful Payments.* Neither the Company nor its subsidiary nor any director, officer or employee of the Company or its subsidiary nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or its subsidiary has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiary have instituted, maintain and enforce, and will continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(qq) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its subsidiary are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or its subsidiary conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines applicable to such entities issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(rr) *No Conflicts with Sanctions Laws.* Neither the Company nor its subsidiary, directors, officers, or employees, nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or its subsidiary is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) (which also includes designation on OFAC’s Specially Designated Nationals and Blocked Persons List or OFAC’s Foreign Sanctions Evaders List) or

the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“UNSC”), the European Union, His Majesty’s Treasury (“HMT”), the State Secretariat for Economic Affairs of Switzerland (“SECO”) or the Swiss Directorate of International Law (“DIL”), or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company or its subsidiary located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic and the so-called Luhansk People’s Republic and any other Covered Region of Ukraine identified pursuant to Executive Order 14065 (each, a “Sanctioned Country”); and the Company will not directly or indirectly use the proceeds resulting from the issuance of the Shares or of the offering of the Offered ADSs hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) 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. For the past five years, the Company and its subsidiary have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(ss) *No Restrictions on Subsidiary.* No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary’s capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary’s properties or assets to the Company or any other subsidiary of the Company.

(tt) *No Broker’s Fees.* Neither the Company nor its subsidiary 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 any of them or any Underwriter for a brokerage commission, finder’s fee or like payment in connection with the issuance and delivery of the Shares and offering and sale of the Offered ADSs.

(uu) *No Registration Rights.* No person has the right to require the Company or its subsidiary to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Offered ADSs.

(vv) *No Stabilization.* Neither the Company nor its subsidiary nor affiliates has taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Offered ADSs or the Ordinary Shares listed on the SIX.

(ww) *Margin Rules.* Neither the issuance, sale and delivery of the Offered ADSs nor the application of the proceeds thereof by the Company as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus will violate



Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(xx) *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 any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(yy) *Statistical and Market Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included or incorporated by reference in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(zz) *Sarbanes-Oxley Act.* There is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(aaa) *Status under the Securities Act.* At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Offered ADSs and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Securities Act.

(bbb) *No Ratings.* There are no debt securities, convertible securities or preferred stock issued or guaranteed by the Company or its subsidiary that are rated by a "nationally recognized statistical rating organization", as such term is defined in Section 3(a)(62) under the Exchange Act.

(ccc) *Preclinical and Clinical trials.* (i) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the preclinical studies and clinical trials conducted by or, to the knowledge of the Company, on behalf of or sponsored by the Company or its subsidiary, or in which the Company or its subsidiary have participated, that are described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or the results of which are referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as applicable, were, and if still pending are, being conducted in all material respects in accordance with the protocols submitted to the U.S. Food and Drug Administration (the "**FDA**"), national competent authorities of European Member States, Swiss Agency for Therapeutic Products ("swissmedic"), Swiss Association of Research Ethics Committees ("**swissethics**") and other applicable regulatory authorities (including, without limitation, any foreign, federal, state or local governmental or regulatory authority performing functions similar to those performed by the FDA, the national competent authorities of European Union Member States, swissethics and swissmedic) (collectively, the "**Regulatory Authorities**"), as applicable, the applicable rules and regulations of the Regulatory Authorities

governing the conduct of preclinical studies and clinical trials in their respective territories, and current Good Clinical Practices and Good Laboratory Practices; (ii) the descriptions in the Registration Statement, the Pricing Disclosure Package and the Prospectus of the results of such studies and trials are accurate in all material respects and fairly present the data derived therefrom; (iii) the Company has no knowledge of any other studies or trials not described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the results of which are inconsistent with the results described or referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus; (iv) the Company and its subsidiary have operated at all times and are currently in compliance, in all material respects, with all applicable statutes, rules and regulations of the Regulatory Authorities; (v) the Company has provided the Underwriters with all material written notices and correspondence and summaries of all other material information, as applicable, from the Regulatory Authorities; and (vi) neither the Company nor its subsidiary have received any written notices, correspondence or other communications from the Regulatory Authorities or any other governmental agency requiring or threatening the termination, material modification or suspension of any preclinical studies or clinical trials that are described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or the results of which are referred to in the Registration Statement, the Pricing 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.

(ddd) *Regulatory Filings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) the Company has not failed to file with the Regulatory Authorities any material required filing, declaration, listing, registration, report or submission with respect to the Company's product candidates that are described or referred to in the Registration Statement, the Pricing Disclosure Package and the Prospectus; all material such filings, declarations, listings, registrations, reports or submissions, as applicable, were, to the Company's knowledge, in compliance with applicable laws of the Regulatory Authorities when filed; and no material deficiencies regarding compliance with applicable law of the Regulatory Authorities have been asserted by any applicable Regulatory Authority with respect to any such filings, declarations, listings, registrations, reports or submissions; (ii) no investigational new drug application or comparable submission filed by or on behalf of the Company or its subsidiary with any applicable Regulatory Authority has been terminated or suspended by such applicable Regulatory Authority; (iii) 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; (iv) in using or disclosing patient information received by the Company or its subsidiary in connection with a company trial, the Company has complied in all material respects with all applicable laws and regulatory rules or requirements, including, without limitation, Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d et seq., ("HIPAA") and the rules and regulations thereunder; (v) to the Company's knowledge, none of the Company's trials involved any investigator who has been disqualified as a clinical investigator or has been found by the applicable Regulatory Authority to have engaged in scientific misconduct; (vi) the Company is not a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any Regulatory Authority or other governmental entity; and (vii) neither the Company nor any of its employees, officers or directors has been excluded, suspended or debarred from participation in any U.S.

federal health care program or human clinical research or, to the knowledge of the Company, is subject to an inquiry, investigation, proceeding or other similar action by a Regulatory Authority or other governmental entity that could reasonably be expected to result in debarment, suspension, or exclusion.

(eee) *Stamp Taxes*. Except for any net income or capital gains taxes imposed on the Underwriters by Switzerland or any political subdivision or taxing authority thereof or therein as a result of any present or former connection (other than any connection resulting from the transactions contemplated by the Transaction Documents) between the Underwriters and Switzerland, no stamp or other issuance or transfer taxes or duties (including, but not limited to Swiss federal securities turnover tax (*Umsatzabgabe*) and Swiss issuance stamp tax (*Emissionsabgabe*)) and no capital gains, income, withholding, value added or other 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 the Transaction Documents, (B) the issuance and delivery of the Shares and the Offered ADSs in the manner contemplated by this Agreement and the Prospectus or (C) the sale and delivery by the Underwriters of the Offered ADSs as contemplated herein and in the Prospectus.

(fff) *No Immunity*. Neither the Company nor its subsidiary or their properties or assets has immunity under Swiss, U.S. federal or New York state 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, U.S. federal or New York state court, from service of process, attachment upon or prior to 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 their respective obligations, liabilities or any other matter under or arising out of or in connection herewith; and, to the extent that the Company or its subsidiary or any of their properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings arising out of, or relating to the transactions contemplated by the Transaction Documents, may at any time be commenced, the Company has, pursuant to Section 18(e) of this Agreement, waived, and it will waive, or will cause its subsidiary to waive, such right to the extent permitted by law.

(ggg) *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, as a rule, 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 Pricing 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*)).

(hhh) *Valid Choice of 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. 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 Pricing Disclosure Package and the Prospectus. The Company has the power to submit, and pursuant to Section 18(b) of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each New York state and United States federal court sitting in the City of New York and has validly and irrevocably waived any objection to the laying of venue of any suit, action or proceeding brought in such court.

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

(jjj) *Dividends.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no approvals are currently required in Switzerland in order for the Company to pay dividends or other distributions declared by the Company to the holders of Shares. Under current laws and regulations of Switzerland and any political subdivision thereof, any amount payable with respect to the Shares upon liquidation of the Company or upon redemption thereof and dividends and other distributions declared and payable on the share capital of the Company may be paid in freely convertible CHF and, except for certain restrictions with respect to national and international sanctions relating to certain countries and/or individuals or groups of individuals, as the case may be, and freely transferred out of Switzerland without the necessity of obtaining any governmental authorization in Switzerland or any political subdivision or taxing authority thereof or therein, and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no such payments made to the holders thereof or therein who are nonresidents of Switzerland will be subject to income, withholding or other taxes under laws and regulations of Switzerland or any political subdivision or taxing authority thereof or therein.

(kkk) *Legality.* The legality, validity, enforceability or admissibility into evidence of any of the Registration Statement, the Pricing Disclosure Package, the Prospectus, this Agreement or the Offered ADSs 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.

(lll) *Legal Action.* A holder of the Shares and each Underwriter are each entitled to sue as plaintiff in the court of the jurisdiction of formation and domicile of the Company for the enforcement of their respective rights under this Agreement and the Shares 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.

(mmm) *Foreign Private Issuer.* The Company is a “**foreign private issuer**” as defined in Rule 405 under the Securities Act.

(nnn) *No Approval*. 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 Shares 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 Shares of the Company to be qualified or entitled to carry out business in Switzerland.

(ooo) *No Transfer*. Except as reported in accordance with the rules and regulations for management transactions of SIX, since January 1, 2024, none of the Company or its subsidiary or any of its directors, officers or employees has entered into any agreements with third parties relating to the offer, sale, transfer, distribution, delivery or other realization of the economic value of any Ordinary Shares.

(ppp) *No Planned Acquisition in Kind*. The Company does not intend to acquire any assets out of the proceeds from the issuance of the Shares and the offering and sale of the Offered ADSs which intention would warrant a disclosure as a planned acquisition in kind in the sense of article 628 para 2 of the Swiss Code of Obligations.

(qqq) *XBRL*. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing 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.

6. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings*. The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and the Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Offered ADSs; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request.

(b) *Delivery of Copies*. The Company will deliver, without charge, (i) to each Representative, two signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith and documents incorporated by reference therein; and (ii) to each Underwriter, upon the request of such Underwriter, (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein and each Issuer Free Writing Prospectus) as the Representatives may reasonably request. As used herein, the term

“**Prospectus Delivery Period**” means such period of time after the first date of the offering of the Offered ADSs as in the opinion of counsel for the Underwriters a prospectus relating to the Offered ADSs is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Offered ADSs by any Underwriter or dealer.

(c) *Amendments or Supplements; Issuer Free Writing Prospectuses.* Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement, the Pricing Disclosure Package or the Prospectus, the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(d) *Notice to the Representatives.* The Company will advise the Representatives promptly, and confirm such advice in writing (which confirmation may be delivered by electronic mail), (i) when the Registration Statement has become effective; (ii) when any amendment to the Registration Statement has been filed or becomes effective; (iii) when any supplement to the Pricing Disclosure Package, the Prospectus or any Issuer Free Writing Prospectus or any amendment to the Prospectus has been filed or distributed; (iv) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (v) of the issuance by the Commission or any other governmental or regulatory authority (including stock exchange authorities) of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or the initiation or, to the knowledge of the Company, threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (vi) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, any of the Pricing Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Offered ADSs for offer and sale in any jurisdiction or the initiation or, to the knowledge of the Company, threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or suspending any such qualification of the Offered ADSs and, if any such order is issued, will use its reasonable best efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event or development shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit

to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with applicable law, the Company will promptly notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and SIX, in its capacity as reviewing body, and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as so amended or supplemented (or any document to be filed with the Commission and incorporated by reference therein) will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with applicable law and (2) if at any time prior to the Closing Date (i) any event or development shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with applicable law, the Company will promptly notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with applicable law.

(f) *Blue Sky Compliance.* The Company will use its reasonable best efforts, with the Representatives' cooperation, if necessary, to qualify the Offered ADSs for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will use its commercially reasonable best efforts to continue such qualifications in effect so long as required for distribution of the ADSs; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will timely make generally available to its security holders and the Representatives as soon as reasonably practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158) of the Registration Statement; provided that the Company will be deemed to have made available to its security holders and the Representatives such statements to the extent they are filed on the Commission's Electronic Data Gathering Analysis and Retrieval system.

(h) *Clear Market.* For a period of 90 days after the date of the Prospectus (the "**Restricted Period**"), the Company will not (i) issue, 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, lend, grant instruction rights (*Weisungsrechte*) pursuant to article 25 of the Swiss Federal Intermediated Securities Act or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the Commission a registration statement under the Securities Act relating to, any Ordinary Shares or ADSs or any securities convertible into or exercisable or exchangeable for Ordinary Shares or ADSs, (ii) enter into any swap, hedge or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or ADSs or any such other securities, or (iii) announce its intention to do any of the foregoing (including by proposing a capital increase to its shareholders) whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares, ADSs or such other securities, in cash or otherwise, without the prior written consent of the Representatives, other than any Ordinary Shares to be issued and Offered ADSs to be sold hereunder.

The restrictions described above do not apply to (i) the issuance of Ordinary Shares or securities convertible into or exercisable for Shares pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options (including net exercise) or the settlement of PSUs or RSUs (including net settlement), in each case outstanding on the date of this Agreement and described in the Prospectus; (ii) grants of stock options, stock awards, restricted stock, PSUs, RSUs, or other equity awards and the issuance of Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares (whether upon the exercise of stock options or otherwise) to the Company's employees, officers, directors, advisors, or consultants pursuant to the terms of an equity compensation plan in effect as of the Closing Date and described in the Prospectus; (iii) facilitating the establishment of a trading plan on behalf of a shareholder, officer or director of the Company pursuant to Rule 10b5-1 under the Exchange Act for the transfer or disposition of Ordinary Shares or ADSs, provided that (A) such plan does not provide for the transfer or disposition of Ordinary Shares or ADSs during the Restricted Period and (B) no filing by any party under the Exchange Act (or equivalent thereof in non-U.S. jurisdictions), notification of a management transaction pursuant to the regulations of the SIX or other public announcement shall be required or made voluntarily in connection with such trading plan; (iv) the issuance and sale of Ordinary Shares or ADSs pursuant to the Sales Agreement, dated July 1, 2022, by and between the Company and Leerink Partners LLC (formerly SVB Securities LLC), as sales agent; and (v) the sale or issuance of or entry into an agreement to sell or issue Ordinary Shares, ADSs or any securities convertible into or exercisable or exchangeable for Ordinary Shares or ADSs in connection with one or more mergers; acquisitions of securities, businesses, property or other assets, products or technologies; joint ventures; commercial relationships or other strategic corporate transactions or alliances; *provided* that the aggregate amounts of Ordinary Shares, ADSs or any securities convertible into or exercisable or exchangeable for Ordinary Shares or ADSs (on an as-converted, as-exercised or as-exchanged basis) that the Company may sell or issue or agree to sell or issue pursuant to this paragraph shall not exceed 10% of the total number of Ordinary Shares or ADSs of the Company issued and outstanding immediately following the completion of the transactions contemplated by this Agreement determined on a fully-diluted basis, and; *provided further* that each recipient of Ordinary Shares, ADSs or any securities convertible into or exercisable or exchangeable for Ordinary Shares or ADSs pursuant to this clause (v) shall execute a lock-up agreement



substantially in the form of Exhibit A hereto with respect to the remaining portion of the Restricted Period.

(i) *Use of Proceeds*. The Company will apply the net proceeds from the issuance of the Shares and sale of the Offered ADSs as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Use of Proceeds”.

(j) *Securities Book and Intermediated Securities*. The Company undertakes to keep an uncertificated securities book (*Wertrechtbuch*) in accordance with article 973c paragraph 2 of the Swiss Codes of Obligations. The Company further undertakes to cause SIX SIS AG to keep a main register (*Hauptregister*) according to article 6 para 1 subsection c of the Swiss Federal Intermediated Securities Act, reflecting the number of the Company’s uncertificated securities qualifying as intermediated securities (*Bucheffekten*).

(k) *No Stabilization*. Neither the Company nor its subsidiary or affiliates will take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Offered ADSs or the Ordinary Shares listed on the SIX.

(l) *Nasdaq Listing*. The Company will use its reasonable best efforts to list, subject to official notice of issuance, the Offered ADSs on Nasdaq.

(m) *SIX Listing*. In connection with the application to listing and to trading of the Shares on the SIX, the Company shall furnish from time to time any and all documents, instruments, information and undertakings, published all advertisements and other material that are necessary in order to effect and maintain such listing and take all other such actions as may be required by the SIX in order to comply with the requirements of the Listing Rules and the Company further undertakes to comply with all conditions necessary for the maintenance of the listing and trading of the Shares on the SIX included in the Listing Rules, and in particular the duty of notifying the market in the event of developments relevant to the share price (ad-hoc publicity), and any other duty of material notification to the SIX. In particular and with respect to the transactions contemplated by this Agreement, the Company will ensure that the members of its Board of Directors and of its executive management comply with article 56 of the Listing Rules regarding the notification of management transactions in the event of a purchase or sale of ADSs. The Company will not take any action which may prejudice the application for listing of the Shares on the SIX or could otherwise result in the listing of the Shares on the SIX not being effective.

(n) *Filing of Prospectus in Switzerland*. The Company will comply with the requirements set out in article 70 of the Swiss Financial Services Ordinance.

(o) *Reports*. For a period of one year from the date of this Agreement, so long as the Shares are outstanding, the Company will furnish to the Representatives, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Shares or ADSs, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system;

provided the Company will be deemed to have furnished such reports and financial statements to the Representatives to the extent they are filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval system.

(p) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(q) *Filings*. The Company will file with the Commission such reports as may be required by Rule 463 under the Securities Act.

(r) *Emerging Growth Company; Foreign Private Issuer*. The Company will promptly notify the Representatives if the Company ceases to be an Emerging Growth Company or a Foreign Private Issuer at any time prior to the later of (i) completion of the distribution of Offered ADSs within the meaning of the Securities Act and (ii) completion of the 90-day restricted period referred to in Section 6(h) hereof.

(s) [Reserved].

(t) *Taxes*. All sums payable by the Company under this Agreement shall be paid free and clear of and without deductions or withholdings of any present or future taxes or duties, unless the deduction or withholding is required by law, in which case Company shall pay such additional amounts as may be necessary in order to ensure that the net amounts received after such withholding or deductions shall equal the amounts that would have been received if no withholding or deduction has been made.

(u) *Value Added Tax*. All sums payable to an Underwriter shall be considered exclusive of any value added or similar taxes. Where the Company is obliged to pay value added or similar tax on any amount payable hereunder to an Underwriter, the Company shall in addition to the sum payable hereunder pay an amount equal to any applicable value added or similar tax.

(v) *Tax Indemnity*. The Company will indemnify and hold harmless the Underwriters against any documentary, stamp, issue, registration, sales, transfer or similar taxes or duties, including any interest and penalties, on the issuance and delivery of the Shares and the offer and sale of the ADSs by the Company to the Underwriters and on the execution and delivery of this Agreement including, but not limited to Swiss federal securities turnover tax (*Umsatzabgabe*) and Swiss issuance stamp tax (*Emissionsabgabe*).

7. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not and will not use, authorize use of, refer to or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no "issuer

information” (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex A or prepared pursuant to Section 5(c) or Section 6(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an “**Underwriter Free Writing Prospectus**”).

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Offered ADSs unless such terms have previously been included in a free writing prospectus filed with the Commission; *provided* that Underwriters may use a term sheet substantially in the form of Annex B hereto without the consent of the Company; *provided further* that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(c) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

8. Conditions of Underwriters’ Obligations. The obligation of each Underwriter to purchase the Underwritten ADSs on the Closing Date, as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act), with SIX (in the case that such filing is required), in its capacity as reviewing body, and in accordance with Section 6(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Material Adverse Change.* No event or condition of a type described in Section 5(n) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Offered ADSs on the Closing Date, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(d) *Officer's Certificate.* The Representatives shall have received on and as of the Closing Date, a certificate of the principal financial officer (or equivalent) of the Company and one additional senior executive officer of the Company who is satisfactory to the Representatives (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations set forth in Section 5(b) and 5(d) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement are true and correct and that the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and (iii) to the effect set forth in paragraphs (a), (b) and (c) above and (iv) no ad hoc publicity notices are in preparation, are withheld, or would need to be published to give an accurate picture of the business, financial condition, results of operations or prospects of the Company.

(e) *Comfort Letters.* (i) On the date of this Agreement and on the Closing Date, KPMG AG (Zurich) shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date, shall use a "cut-off" date no more than three business days prior to such Closing Date.

(f) On the date of this Agreement and on the Closing Date, the Company shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its principal financial officer (or equivalent) with respect to certain financial data contained in the Pricing Disclosure Package and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(g) *Opinion and 10b-5 Statement of U.S. Counsel for the Company.* Cooley LLP, as U.S. counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinion of Swiss Counsel for the Company.* Homburger AG, as Swiss counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion, dated the Closing Date, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(i) *Opinion of IP Counsel for the Company.* The Representatives shall have received on and as of the Closing Date, the written opinion of Sterne, Kessler, Goldstein & Fox P.L.L.C., counsel for the Company, addressed to the Representatives, with respect to intellectual property matters in form and substance reasonably satisfactory to the Representatives.

(j) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Representatives shall have received on and as of the Closing Date, an opinion and 10b-5 statement, addressed to the Underwriters, of Davis Polk & Wardwell LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(k) *Opinion of Counsel for the Depositary.* The Representatives shall have received on and as of the Closing Date, an opinion of Patterson Belknap Webb & Tyler LLP, counsel for the Depositary, addressed to the Underwriters with respect to such matters as the Representatives may reasonably request and in form and substance reasonably satisfactory to the Representatives.

(l) *No Legal Impediment to Issuance and Sale.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority (including stock exchange authorities) that would, as of the Closing Date, prevent the issuance or sale of the Offered ADSs; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Offered ADSs.

(m) *Good Standing.* The Representatives shall have received on and as of the Closing Date, as the case may be, satisfactory evidence of the good standing (or their jurisdictional equivalent, if any) of the Company and its subsidiary in their respective jurisdictions of organization and their good standing (or their jurisdictional equivalent, if any) in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(n) *Exchange Nasdaq Listing.* The ADSs to be delivered on the Closing Date, have been or shall have been duly listed on Nasdaq.

(o) *SIX Listing.* The SIX shall have given its approval to the listing and trading of the Shares, effective as of October 28, 2024, without imposing on any of the parties any limitation, commitment or restriction that is material in the context of the transactions contemplated by the Transaction Agreements, and such approval shall not have been withdrawn.

(p) *SIX Letter.* Homburger AG acting as the Company's recognized representative for the listing of the Shares on the SIX, shall have received by the date hereof the original of an issuer's declaration (*Emittentenerklärung*) pursuant to article 45 of the Listing Rules.

(q) *Register Extract.* The Representatives the Settlement Agent and areg.ch shall have received a pdf-copy of a certified excerpt from the Commercial Register of the Canton of Zurich evidencing that the Capital Increase has been duly registered.

(r) *Uncertificated Securities Book.* The Representatives shall have received no later than on the Capital Increase Date, a pdf-copy of the duly signed excerpt of the

Company's uncertificated securities book, evidencing the creation of the Underwritten Shares, in the form of intermediated securities (*Wertrechte*) and the Settlement Agent as the first holders of the Shares.

(s) *Lock-up Agreements*. The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between you and certain officers and directors of the Company relating to sales and certain other dispositions of Ordinary Shares, ADSs or certain other securities, delivered to you on or before the date hereof, shall be full force and effect on the Closing Date.

(t) *Certificates at Closing Date*. The Depositary shall have furnished or caused to be furnished to the Representatives at the Closing Date, certificates reasonably satisfactory to the Representatives evidencing the deposit with the custodian for the Depositary or its nominee of the Shares being so deposited against issuance of the Offered ADSs to be delivered by the Company at the Closing Date or Additional Closing Date, as the case may be, and the execution, countersignature (if applicable), issuance and delivery of such Offered ADSs pursuant to the Deposit Agreement.

(u) *Additional Documents*. On or prior to the Closing Date, the Company shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

## 9. Indemnification and Contribution

(a) *Indemnification of the Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers 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, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable and documented legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any road show as defined in Rule 433(h) under the Securities Act (a "road show") or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged

untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in paragraph (b) below.

(b) *Indemnification of the Company.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including, without limitation, reasonable and documented legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any road show or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallocation figures appearing in the third paragraph under the caption “Underwriting” and the information contained in the thirteenth and fourteenth paragraphs under the caption “Underwriting.”

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation (including by any stock exchange)), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to the preceding paragraphs of this Section 9, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under the preceding paragraphs of this Section 9. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section that the Indemnifying Person may designate in such proceeding and shall pay the reasonable and documented fees and expenses in such proceeding and shall pay the reasonable and documented fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such

Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Representatives and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) or (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (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, from the offering of the Offered ADSs 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) but also the relative fault of the Company, on the one hand, and the Underwriters on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, 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, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Offered ADSs and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Offered ADSs. The relative fault of the Company, on the one hand, and the Underwriters on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the 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.

(e) *Limitation on Liability.* The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to paragraph (d) above 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 that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any documented legal or other expenses reasonably incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of paragraphs (d) and (e), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Offered ADSs exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (d) and (e) are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 9 paragraphs (a) through (e) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

10. Effectiveness of Agreement. This Agreement shall become effective as of the date first written above upon the execution and delivery hereof by the parties hereto.

11. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by either the New York Stock Exchange, Nasdaq or the SIX; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on SIX or any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities or authorities in Switzerland; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable

or inadvisable to proceed with the offering, sale or delivery of the Offered ADSs on the Closing Date, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

## 12. Defaulting Underwriter.

(a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Offered ADSs that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Offered ADSs by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Offered ADSs, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Offered ADSs on such terms. If other persons become obligated or agree to purchase the Offered ADSs of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date, for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 13, purchases Offered ADSs that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Offered ADSs of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Offered ADSs that remain unpurchased on the Closing Date, does not exceed one-eleventh of the aggregate number of Offered ADSs to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Offered ADSs that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Offered ADSs that such Underwriter agreed to purchase on such date) of the Offered ADSs of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Offered ADSs of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Offered ADSs that remain unpurchased on the Closing Date, exceeds one-eleventh of the aggregate amount of Offered ADSs to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement, shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 12 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 14 hereof and except that the provisions of Section 9 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

### 13. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Shares and the Offered ADSs and any taxes payable in that connection (including, without limitation, the cost of any share register, any book or records required under Swiss Federal Intermediated Securities Act, clearing arrangements with SIX SIS AG, notarization fees and filing fees with the competent commercial register, but not including any taxes measured by or based on income (or comparable measures) imposed on the Underwriters); (ii) the costs incident to the preparation, printing and filing under the Securities Act and the Swiss Financial Services Act of the Registration Statement, the ADS Registration Statement, the Exchange Act Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the reasonable and documented fees and expenses of the Company's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Offered ADSs under the state or foreign securities or blue sky laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters); (vi) the cost of preparing stock certificates; (vii) the costs and charges of any transfer agent and any registrar; (viii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA; provided that any fees and expenses of counsel for the Underwriters pursuant to clause (v) above and this clause (viii) shall not exceed \$30,000 in the aggregate; (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors; (x) all expenses and application fees related to the listing of the Offered ADSs on the Nasdaq Market; and (xi) all expenses and fees (including stock exchange levies) related to the listing of the Shares on the SIX.

(b) If (i) this Agreement is terminated pursuant to Section 11, (ii) the Company for any reason fails to tender the Offered ADSs for delivery to the Underwriters (other than by reason of a default by any Underwriter pursuant to Section 12 of this Agreement) or (iii) the Underwriters decline to purchase the Offered ADSs for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all documented out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby. For the avoidance of doubt, it is understood that the Company shall not pay or reimburse any costs, fees or expenses of any Underwriter that defaults on its obligation to purchase the Offered ADSs.

14. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers

and directors and any controlling persons referred to herein, and the affiliates of each Underwriter referred to in Section 9 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Offered ADSs from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

15. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Offered ADSs and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters or the directors, officers, controlling persons or affiliates referred to in Section 9 hereof.

16. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term “affiliate” has the meaning set forth in Rule 405 under the Securities Act; (b) the term “business day” means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term “subsidiary” has the meaning set forth in Rule 405 under the Securities Act.

17. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

18. Miscellaneous.

(a) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives c/o Leerink Partners LLC, 1301 Avenue of the Americas, 5th Floor, New York, New York 10019, Attention: Stuart R. Nayman, Esq., E-mail: stuart.nayman@leerink.com; and TD Securities (USA) LLC, 1 Vanderbilt Avenue, 11th Floor, New York, New York 10017, Attention: Head of Equity Capital Markets, with a copy to CIBLegal@tdsecurities.com. Notices to the Company shall be given to it at Molecular Partners AG, Wagistrasse 14, 8952 Zurich-Schlieren, Switzerland; Attention: General Counsel.

(b) *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.

(c) *Submission to Jurisdiction*. The Company hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company waives any objection which it may now or

hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and may be enforced in any court to the jurisdiction of which Company is subject by a suit upon such judgment. The Company irrevocably appoints Molecular Partners Inc., located at 245 Main Street, Cambridge, MA 02142, United States of America, as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to the Company by the person serving the same to the address provided in this Section 18, shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement.

(d) *Judgment Currency.* 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) *Waiver of Immunity.* To the extent that the Company has or hereafter may acquire any immunity (sovereign or otherwise) from jurisdiction of any court of (i) Switzerland, or any political subdivision thereof, (ii) the United States or the State of New York, (iii) any jurisdiction in which it owns or leases property or assets or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, set-off or otherwise) with respect to themselves or their respective property and assets or this Agreement, the Company hereby irrevocably waives such immunity in respect of its obligations under this Agreement to the fullest extent permitted by applicable law.

(f) *Waiver of Jury Trial.* Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(g) *Recognition of the U.S. Special Resolution Regimes.*

(i) 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.

(ii) 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.

As used in this Section 18(g):

“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 FSP” 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.

(h) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case

may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

(i) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(j) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

MOLECULAR PARTNERS AG

By: /s/ Patrick Amstutz  
Name: Patrick Amstutz  
Title: Chief Executive Officer

Accepted: As of the date first written above

LEERINK PARTNERS LLC  
TD SECURITIES (USA) LLC

For itself and on behalf of the  
several Underwriters listed  
in Schedule 1 hereto.

LEERINK PARTNERS LLC

By: /s/ Dan Dubin  
Authorized Signatory

TD SECURITIES (USA) LLC

By: /s/ Brian Hagerty  
Authorized Signatory



Schedule 1

<u>Underwriter</u>	<u>Number of Underwritten ADSs</u>	
Leerink Partners LLC		1,629,758
TD Securities (USA) LLC		1,629,758
LifeSci Capital LLC		383,472
	Total	<b>3,642,988</b>

Schedule 1

**a. Pricing Disclosure Package**

None.

**b. Pricing Information Provided Orally by Underwriters**

Offering Price: \$5.49

Number of Underwritten ADSs: 3,642,988

The offering has an extended settlement cycle of T+2.

**Pricing Term Sheet**

None.

Annex B

FORM OF LOCK-UP AGREEMENT

\_\_\_\_\_, 2024

Leerink Partners LLC  
TD Securities (USA) LLC

As Representatives of the  
several Underwriters listed  
in Schedule 1 hereto

c/o Leerink Partners LLC  
1301 Avenue of the Americas, 5th Floor  
New York, New York 10019

c/o TD Securities (USA) LLC  
1 Vanderbilt Avenue  
New York, New York 10017

Re: Molecular Partners AG --- Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters named in Schedule 1 to the Underwriting Agreement (the “**Underwriters**”), propose to enter into an underwriting agreement (the “**Underwriting Agreement**”) with Molecular Partners AG, a company limited by shares (*Aktiengesellschaft*) organized under the laws of Switzerland (the “**Company**”), providing for the public offering in the United States (the “**Public Offering**”) by the Underwriters of American Depositary Shares (“**ADSs**”) of the Company representing ordinary shares, par value CHF 0.10 per share (the “**Ordinary Shares**”) and, together with the ADSs, the “**Equity Securities**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this “**Letter Agreement**”) and ending at the close of business 90 days after the date of the final prospectus relating to the Public Offering (the “**Prospectus**”) (such period, the “**Restricted Period**”), (1) 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, lend, grant instruction rights (*Weisungsrechte*) pursuant to article 25 of the Swiss Federal Intermediated Securities Act or otherwise transfer or dispose of, directly or indirectly, any Equity Securities of the Company or any securities convertible into or exercisable or

exchangeable for Equity Securities (including without limitation, Equity Securities or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Swiss law and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Equity Securities, “**Lock-Up Securities**”), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

Notwithstanding the foregoing, the undersigned may:

(a) transfer or dispose of the undersigned’s Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will, other testamentary document or intestacy,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, “immediate family” shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a corporation, partnership, limited liability company, trust or other entity of which the undersigned and/or one or more members of the immediate family of the undersigned are, directly or indirectly, the legal and beneficial owner of all of the outstanding equity securities or similar interests,

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the

undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution or other transfer to general or limited partners, members or shareholders of, or other holders of equity in the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee,

(ix) transactions relating to securities acquired in open market transactions after the closing date for the Public Offering,

(x) to the Company to satisfy any tax withholding obligation or in connection with the vesting, settlement, or exercise of restricted share units, options, warrants or other rights to purchase shares of Equity Securities (including, in each case, by way of “net” or “cashless” exercise), including for the payment of exercise price, nominal value, social security and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted share units, options, warrants or rights, provided that any such shares of Equity Securities received under this clause (x) shall be subject to the terms of this Letter Agreement, and provided further that any such restricted share units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a share incentive plan or other equity award plan or other arrangement, each such agreement, plan or other arrangement which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company’s capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, “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, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned’s Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

provided that (A) in the case of any transfer, disposition or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (ix), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) (or equivalent thereof in non-U.S. jurisdictions), notification of a management transaction pursuant to the regulations of the SIX or other public

announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 under the Exchange Act (or equivalent thereof in non-U.S. jurisdictions) made after the expiration of the Restricted Period referred to above) and (C) in the case of any transfer, disposition or distribution pursuant to clause (a)(vii), (viii) and (x) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act (or equivalent thereof in non-U.S. jurisdictions), or other public filing, report or announcement reporting a reduction in beneficial ownership of Equity Securities in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted share units or other equity awards or exercise warrants granted pursuant to plans or other equity compensation arrangements or exercise warrants, in each case described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement and the respective transaction does not trigger a notification of a management transaction pursuant to the regulations of the SIX;

(c) deposit Ordinary Shares with the depository, in exchange for the issuance of ADSs, or the cancellation of ADSs in exchange for the issuance of Ordinary Shares; provided that such ADSs or Ordinary Shares issued pursuant to this clause (c) held by the undersigned shall remain subject to the terms of this Letter Agreement;

(d) convert outstanding preferred stock, warrants to acquire preferred stock or convertible securities into Equity Securities or warrants to acquire Equity Securities; provided that any Equity Securities or warrants received upon such conversion shall be subject to the terms of this Letter Agreement and the respective transaction does not trigger a notification of a management transaction pursuant to the regulations of the SIX;

(e) establish or amend existing trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer or disposition of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer or disposition of Lock-Up Securities during the Restricted Period and (2) no filing by any party under the Exchange Act (or equivalent thereof in non-U.S. jurisdictions), notification of a management transaction pursuant to the regulations of the SIX or other public announcement shall be required or made voluntarily in connection with such trading plan, except as required by law or regulation, provided that to the extent such filing under the Exchange Act or other public announcement is required by law or regulation, such filing or announcement shall include a statement to the effect that no transfers may be made pursuant to such 10b5-1 Plan during the Restricted Period; and

(f) sell the Lock-up Securities under existing trading plans pursuant to Rule 10b5-1 under the Exchange Act; *provided* that any filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to

make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

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 Public 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 further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to enter into this Letter Agreement, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

This Letter Agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from all obligations under this Letter Agreement if: (i) the Underwriting Agreement does not become effective by November 15, 2024, (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the ADSs to be sold thereunder; or (iii) either the Company, on the one hand, or the Representatives, on the other hand, notifies the other in writing prior to the execution of the Underwriting Agreement that it does not intend to proceed with the Public Offering. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Letter Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com) or [www.echosign.com](http://www.echosign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



Very truly yours,

[NAME OF SHAREHOLDER]

By:

\_\_\_\_\_

Name:

Title:

Exhibit A-6

**Statuten**  
**von Molecular Partners AG**  
vom October 25, 2024

**Articles of Incorporation of**  
**Molecular Partners Ltd**  
as of October 25, 2024<sup>1</sup>

<sup>1</sup> This is a translation of the original German version. In case of any discrepancy, the German version shall prevail.

---

**Abschnitt 1:**

*Firma, Sitz, Zweck und Dauer der Gesellschaft*

---

---

**Section 1:**

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

---

**Artikel 1**

Firma, Sitz

- 1 Unter der Firma
- Molecular Partners AG (Molecular Partners SA) (Molecular Partners Ltd) (die **Gesellschaft**)
- besteht eine Aktiengesellschaft, die den vorliegenden Statuten und den Vorschriften des 26. Titels des Schweizerischen Obligationenrechts (das **OR**) untersteht.

- 2 Der Sitz der Gesellschaft ist in Schlieren, Kanton Zürich. Die Dauer der Gesellschaft ist unbeschränkt.

Name, Place  
of  
Incorporation**Article 1**

- 1 Under the name
- Molecular Partners AG (Molecular Partners SA) (Molecular Partners Ltd) (the **Company**)
- there exists a corporation as defined in title 26 of the Swiss Code of Obligations (**CO**) and in these Articles of Incorporation.
- 2 The registered office of the Company is in Schlieren, Canton of Zurich. The duration of the Company is unlimited.

Zweck

**Artikel 2**

- 1 Zweck der Gesellschaft ist die Forschung, Entwicklung, Herstellung und der Verkauf von Produkten in den Gebieten der Biotechnologie, der Pharmazie, Medizintechnologie, Diagnose und Therapie sowie der Kauf, Verkauf und die Verwendung von Patenten und Lizenzen auf diesem Gebiet. Die Gesellschaft kann alle Geschäfte tätigen, die geeignet erscheinen, den Zweck der Gesellschaft zu fördern, oder die mit diesem zusammenhängen.
- 2 Die Gesellschaft kann Grundstücke im In- und Ausland erwerben, verwalten, belasten, verwerten und verkaufen sowie andere Gesellschaften finanzieren.
- 3 Die Gesellschaft kann Zweigniederlassungen und Tochtergesellschaften im In- und Ausland errichten und sich

Purpose

**Article 2**

- 1 The Company's purpose is to research, develop, produce and sell products in the fields of biotechnology, pharmaceuticals, medical technology, diagnosis and therapy as well as to purchase, sell and use patents and licences in this field. The Company may engage in all types of transactions that appear appropriate to promote the purpose of the Company or that are related thereto.
- 2 The Company may acquire, administer, encumber, exploit or sell real estate in Switzerland and abroad and may also finance other companies.
- 3 The Company may establish branches and subsidiaries within Switzerland or abroad and may acquire participations in other companies.

an anderen Unternehmen beteiligen oder mit diesen fusionieren.

- 4 Bei der Verfolgung ihres Gesellschaftszwecks strebt die Gesellschaft die Schaffung von langfristigem, nachhaltigem Wert an.

- 4 In pursuing its purpose, the Company strives to create long-term, sustainable value.

---

**Abschnitt 2:**  
*Aktienkapital*

---

---

**Section 2:**  
*Share Capital*

---

**Artikel 3**

**Article 3**

Aktienkapital 1 Das Aktienkapital der Gesellschaft beträgt CHF 3'999'728.50 und ist eingeteilt in 39'997'285 Namenaktien mit einem Nennwert von je CHF 0.10.

Share Capital 1 The share capital of the Company is CHF 3,999,728.50 and is divided into 39,997,285 registered shares. Each registered share has a par value of CHF 0.10.

- 2 Die Aktien sind voll liberiert.

- 2 The shares are fully paid up.

**Artikel 3a**

**Article 3a**

Kapitalband 1 Die Gesellschaft verfügt über ein Kapitalband zwischen CHF 3'635'429.70 (untere Grenze) und CHF 5'453'144.55 (obere Grenze). Der Verwaltungsrat ist im Rahmen des Kapitalbands ermächtigt, bis zum 17. April 2029 oder bis zu einem früheren Dahinfallen des Kapitalbands das Aktienkapital einmal oder mehrmals und in beliebigen Beträgen zu erhöhen oder herabzusetzen oder Aktien direkt oder indirekt zu erwerben oder zu veräussern. Die Kapitalerhöhung oder -herabsetzung kann durch Ausgabe von voll zu liberierenden Namenaktien bzw. Vernichtung von Namenaktien oder durch eine Erhöhung bzw. Herabsetzung der Nennwerte der bestehenden Namenaktien im Rahmen des Kapitalbands oder durch gleichzeitige Herabsetzung und Wiedererhöhung erfolgen.

Capital Range 1 The Company has a capital range ranging from CHF 3,635,429.70 (lower limit) to up to CHF 5,453,144.55 (upper limit). The board of directors shall be authorized within the capital range to increase or reduce the share capital once or several times and in any amounts or to acquire or dispose of shares directly or indirectly, until April 17, 2029 or until an earlier expiry of the capital range. The capital increase or reduction may be effected by issuing fully paid-in registered shares and cancelling registered shares, as applicable, or by increasing or reducing the par value of the existing shares within the limits of the capital range or by simultaneous reduction and re-increase of the share capital.

- 2 Im Falle einer Ausgabe von Aktien unterliegen Zeichnung und Erwerb der neuen Aktien sowie jede nachfolgende

- 2 In the event of an issue of shares, the subscription and acquisition of the new shares as well as any each subsequent

Übertragung der Aktien den Beschränkungen von Artikel 5 dieser Statuten.

- 3 Bei einer Erhöhung des Aktienkapitals im Rahmen des Kapitalbands legt der Verwaltungsrat, soweit erforderlich, den Ausgabebetrag, die Art der Einlagen (einschliesslich Barliberierung, Sacheinlage, Verrechnung und Umwandlung von Reserven oder eines Gewinnvortrags in Aktienkapital), 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 oder nicht gültig ausgeübt wurden) ausgeben. Der Verwaltungsrat ist ermächtigt, den Handel mit Bezugsrechten zu ermöglichen, zu beschränken oder auszuschliessen. Nicht gültig ausgeübte Bezugsrechte kann der Verwaltungsrat verfallen lassen, oder er kann diese bzw. Aktien, für welche Bezugsrechte eingeräumt, aber nicht gültig ausgeübt wurden, zu Marktkonditionen platzieren oder anderweitig im Interesse der Gesellschaft verwenden.
- 4 Der Verwaltungsrat ist im Fall einer Ausgabe von Aktien ermächtigt, das Bezugsrecht der bisherigen Aktionäre aufzuheben oder zu beschränken und Dritten, der Gesellschaft oder einer ihrer Konzerngesellschaften zuzuweisen:
- (a) für die Übernahme von Unternehmen, Unternehmensteilen oder Beteiligungen, den Erwerb von Produkten, Immaterialgütern oder Lizenzen oder für Investitionsvorhaben oder für die Finanzierung oder Refinanzierung solcher Transaktionen durch eine Aktienplatzierung; oder
  - (b) zum Zwecke der Erweiterung des Aktionärskreises der Gesellschaft in bestimmten Finanz- oder Investoren-

transfer of the shares shall be subject to the restrictions of Article 5 of these Articles of Incorporation.

- 3 In the event of a capital increase within the capital range, the board of directors shall, to the extent necessary, determine the issue price, the type of contribution (including cash contributions, contributions in kind, set-off and conversion of reserves or of profit carried forward into share capital), the date of issue, the conditions for the exercise of subscription 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 offer of these shares to the existing shareholders or third parties (if the subscription 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 trade with subscription rights. It may permit the expiration of subscription rights that have not been duly exercised, or it may place such rights or shares as to which subscription rights have been granted, but not duly exercised, at market conditions or may use them otherwise in the interest of the Company.
- 4 In the event of a share issue the board of directors is authorized to withdraw or restrict subscription rights of existing shareholders and allocate such rights to third parties, the Company or any of its group companies:
- (a) or the acquisition of companies, parts of companies or participations, for the acquisition of products, intellectual property or licenses, or for investment projects or for the financing or refinancing of such transactions through a placement of shares; or
  - (b) for the purpose of broadening the shareholder constituency of the Company in certain financial or investor markets, for purposes of the participation of strategic partners including financial investors, or in connection

- Märkten, zur Beteiligung von strategischen Partnern einschliesslich Finanzinvestoren oder im Zusammenhang mit der Kotierung von neuen Aktien an inländischen oder an ausländischen Börsen; oder
- (c) wenn der Ausgabebetrag der neuen Aktien unter Berücksichtigung des Marktpreises festgesetzt wird; oder
  - (d) für die Einräumung einer Mehrzuteilungsoption (Greenshoe) von bis zu 20% der zu platzierenden oder zu verkaufenden Aktien an die betreffenden Erstkäufer oder Festübernehmer im Rahmen einer Aktienplatzierung oder eines Aktienverkaufs; oder
  - (e) wenn ein Aktionär oder eine Gruppe von in gemeinsamer Absprache handelnden Aktionären mehr als 15% des im Handelsregister eingetragenen Aktienkapitals der Gesellschaft auf sich vereinigt hat, ohne allen übrigen Aktionären ein vom Verwaltungsrat empfohlenes Übernahmeangebot unterbreitet zu haben; oder
  - (f) zur Abwehr eines unterbreiteten, angedrohten oder potenziellen 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 beurteilt hat; oder
  - (g) die Beschaffung von Eigenkapital auf eine schnelle und flexible Weise, welche ohne den Ausschluss der Bezugsrechte der bisherigen Aktionäre nicht oder nur schwer oder zu wesentlich schlechteren Bedingungen möglich wäre; oder
  - (h) für die Beteiligung von Mitgliedern des Verwaltungsrates, Mitgliedern der Geschäftsleitung, Mitarbeitende, Vertragspartner, Beratern oder anderen Personen, die für die Gesellschaft oder eine ihrer
- with a listing of new shares on domestic or foreign stock exchanges; or
  - (c) if the issue price of the new Shares is determined by reference to the market price; or
  - (d) for purposes of granting an over-allotment option (Greenshoe) of up to 20% of the total number of Shares in a placement or sale of Shares to the respective initial purchasers or underwriters; or
  - (e) following a shareholder or a group of shareholders acting in concert having accumulated shareholdings in excess of 15% 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
  - (f) for the defense of an actual, threatened or potential takeover bid, in relation to which the board of directors, upon consultation with an independent financial adviser retained by it, has not recommended to the shareholders acceptance on the basis that the board of directors has not found the takeover bid to be financially fair to the shareholders; or
  - (g) for raising equity capital in a fast and flexible manner, which would not be possible, or would only be possible with great difficulty or at significantly less favorable conditions, without the exclusion of the subscription rights of existing shareholders; or
  - (h) 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.

Konzerngesellschaften Leistungen erbringen.

- 5 Nach einer Nennwertveränderung sind neue Aktien im Rahmen des Kapitalbands mit gleichem Nennwert auszugeben wie die bestehenden Aktien.
- 6 Erhöht sich das Aktienkapital aufgrund einer Erhöhung aus bedingtem Kapital nach Artikel 3b und Artikel 3c dieser Statuten, so erhöht sich die obere Grenze des Kapitalbands entsprechend dem Umfang der Erhöhung des Aktienkapitals.
- 7 Bei einer Herabsetzung des Aktienkapitals im Rahmen des Kapitalbands legt der Verwaltungsrat, soweit erforderlich, die Verwendung des Herabsetzungsbetrags fest. Der Verwaltungsrat kann den Herabsetzungsbetrag auch zur teilweisen oder vollständigen Beseitigung einer Unterbilanz im Sinne von Artikel 653p OR verwenden oder das Aktienkapital im Sinne von Artikel 653q OR gleichzeitig herabsetzen und mindestens auf den bisherigen Betrag erhöhen.

**Artikel 3b**

Bedingtes  
Aktienkapital für

- 1 Das Aktienkapital kann sich durch Ausgabe von höchstens 4'000'000 voll zu liberierenden Namenaktien im Nennwert von je CHF 0.10 um höchstens CHF 400'000 erhöhen durch direkte oder indirekte Ausgabe von Aktien, Optionen oder

5 After a change of the par value, new shares shall be issued within the capital range with the same par value as the existing shares.

6 If the share capital increases as a result of an increase from conditional capital pursuant to Article 3b and Article 3c of these Articles of Incorporation, the upper limit of the capital range shall increase in an amount corresponding to such increase in the share capital.

7 In the event of a reduction of the share capital within the capital range, the board of directors shall, to the extent necessary, determine the use of the reduction amount. The board of directors may also use the reduction amount for the partial or full elimination of a share capital shortfall in the sense of Article 653p CO or may, in the sense of Article 653q CO, simultaneously reduce and increase the share capital to at least the previous amount.

**Article 3b**

Conditional  
Share Capital

- 1 The share capital may be increased in an amount not to exceed CHF 400,000 through the issuance of up to 4,000,000 fully paid up registered shares with a par value of CHF 0.10 per share through the direct or indirect issuance of shares,

Mitarbeiterbeteiligung	diesbezüglichen Bezugsrechten an Mitarbeiter und Mitglieder des Verwaltungsrats der Gesellschaft und ihrer Konzerngesellschaften sowie an Mitglieder von Beiräten.	for Employee Participation	options or preemptive rights thereof granted to employees and members of the board of directors of the Company or its subsidiaries as well as to members of any advisory boards.
	2 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 Beteiligungsplänen, Reglementen oder Beschlüssen und unter Beachtung von Abschnitt 4 dieser Statuten.		2 The preemptive rights and advance subscription rights of the shareholders of the Company shall be excluded in connection with the issuance of any shares, options or preemptive rights thereof. Shares, options or preemptive rights thereof shall be issued in accordance with one or more participation plans, policies or resolutions to be issued by the board of directors or, to the extent delegated to it, the compensation committee and in accordance with Section 4 of these Articles of Incorporation.
	3 Die Erklärung über den Erwerb von Aktien gestützt auf diesen Artikel 3b hat auf diesen Artikel 3b hinzuweisen und in einer Form, die den Nachweis durch Text ermöglicht, zu erfolgen. Ein Verzicht auf ein Recht auf Erwerb von Aktien gestützt auf diesen Artikel 3b kann auch formlos oder durch Zeitablauf erfolgen; das gilt auch für den Verzicht auf die Ausübung und den Verfall dieses Rechts.		3 The declaration of acquisition of the shares based on this Article 3b shall refer to this Article 3b and be made in a form that allows proof by text. A waiver of the right to acquire shares based on this Article 3b may also occur informally or by lapse of time; this also applies to the waiver of the exercise and forfeiture of this right.
	4 Die neuen Aktien, welche durch Mitarbeiter, Mitglieder des Verwaltungsrats der Gesellschaft und ihrer Konzerngesellschaften oder Mitglieder von Beiräten im Rahmen eines Mitarbeiterbeteiligungsprogramms direkt oder indirekt erworben werden, sowie jede nachfolgende Übertragung der Aktien unterliegen den Beschränkungen von Artikel 5 dieser Statuten.		4 The new shares directly or indirectly acquired by employees, members of the board of directors of the Company or its subsidiaries or members of any advisory boards in connection with an employee participation program and any subsequent transfer of such shares shall be restricted by Article 5 of these Articles of Incorporation.

**Artikel 3c**

Bedingtes Aktienkapital für Finanzierungen, Akquisitionen und andere Zwecke

1 Das Aktienkapital kann sich durch Ausgabe von höchstens 2'260'870 voll zu liberierenden Namenaktien im Nennwert von je CHF 0.10 um höchstens CHF 226'087 erhöhen durch die Ausübung oder Zwangsausübung von Wandel-, Tausch-, Options-, Bezugs- oder ähnlichen Rechten auf den Bezug

Conditional Share Capital for Financing, Acquisitions

**Article 3c**

1 The share capital may be increased in an amount not to exceed CHF 226,087 through the issuance of up to 2,260,870 fully paid up registered shares with a par value of CHF 0.10 per share through the exercise or mandatory exercise of conversion, exchange, option, warrant or similar rights for



- von Aktien, welche Aktionären oder Dritten allein oder in Verbindung mit Anleiheobligationen, Darlehen, Optionen, Warrants oder anderen Finanzmarktinstrumenten oder vertraglichen Verpflichtungen der Gesellschaft oder einer ihrer Gruppengesellschaften eingeräumt werden (nachfolgend zusammen die Finanzinstrumente).
- 2 Bei der Ausgabe von Aktien bei Ausübung der Finanzinstrumente ist das Bezugsrecht der Aktionäre ausgeschlossen. Zum Bezug der neuen Aktien, die bei Ausübung von Finanzinstrumenten ausgegeben werden, sind die jeweiligen Inhaber der Finanzinstrumente berechtigt. Die Bedingungen der Finanzinstrumente sind durch den Verwaltungsrat festzulegen.
- 3 Der Verwaltungsrat ist ermächtigt, die Vorwegzeichnungsrechte der Aktionäre im Zusammenhang mit der Ausgabe von Finanzinstrumenten durch die Gesellschaft oder eine ihrer Gruppengesellschaften zu beschränken oder aufzuheben, falls (1) die Ausgabe zum Zwecke der Finanzierung oder Refinanzierung der Übernahme von Unternehmen, Unternehmensteilen, Beteiligungen oder Investitionen, oder (2) die Ausgabe auf nationalen oder internationalen Finanzmärkten oder im Rahmen einer Privatplatzierung erfolgt.
- Wird das Vorwegzeichnungsrecht weder direkt noch indirekt durch den Verwaltungsrat gewährt, gilt Folgendes:
- (a) Die Finanzinstrumente sind zu marktüblichen Bedingungen auszugeben oder einzugehen; und
  - (b) der Umwandlungs-, Tausch- oder sonstige Ausübungspreis der Finanzinstrumente ist unter Berücksichtigung des Marktpreises im Zeitpunkt der Ausgabe der Finanzinstrumente festzusetzen; und
  - (c) die Finanzinstrumente sind höchstens während 10 Jahren ab dem jeweiligen Zeitpunkt der betreffenden Ausgabe oder des betreffenden Abschlusses wandel-, tausch- oder ausübbar.
- and other Purposes
- the subscription of shares granted to shareholders or third parties alone or in connection with bonds, notes, options, warrants or other securities or contractual obligations by or of the Company or any of its group companies (hereinafter collectively, the Financial Instruments).
- 2 The preemptive rights of the shareholders shall be excluded in connection with the issuance of shares upon the exercise of any Financial Instruments. The then-current owners of such Financial Instruments shall be entitled to acquire the new shares issued upon conversion, exchange or exercise of any Financial Instruments. The conditions of the Financial Instruments shall be determined by the board of directors.
- 3 The board of directors shall be authorized to withdraw or limit the advance subscription rights of the shareholders in connection with the issuance by the Company or one of its group companies of Financial Instruments if (1) the issuance is for purposes of financing or refinancing the acquisition of an enterprise, parts of an enterprise, participations or investments or (2) the issuance occurs in national or international capital markets or through a private placement.
- If the advance subscription rights are neither granted directly nor indirectly by the board of directors, the following shall apply:
- (a) the Financial Instruments shall be issued or entered into at market conditions; and
  - (b) the conversion, exchange or exercise price of the Financial Instruments shall be set with reference to the market conditions prevailing at the date on which the Financial Instruments are issued; and
  - (c) the Financial Instruments may be converted, exchanged or exercised during a maximum period of 10 years from the date of the relevant issuance or entry.

- 4 Die neuen Aktien, welche über die Ausübung von Finanzinstrumenten direkt oder indirekt erworben werden, sowie jede nachfolgende Übertragung der Aktien unterliegen den Beschränkungen von Artikel 5 dieser Statuten.

- 4 The new shares directly or indirectly acquired through the exercise of Financial Instruments and any subsequent transfer of such shares shall be restricted by Article 5 of these Articles of Incorporation.

#### Artikel 4

- 1 Die Gesellschaft kann ihre Namenaktien als Wertrechte nach Artikel 973c oder 973d OR, als Bucheffekten im Sinne des Bucheffektengesetzes oder als Einzel- oder Globalurkunden ausgeben. 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.

Share  
Certificates  
and  
Intermediated  
Securities

- 2 Der Aktionär hat keinen Anspruch auf Umwandlung von in bestimmter Form ausgegebenen Namenaktien in eine andere Form. Insbesondere hat der Aktionär keinen Anspruch auf die Verbriefung der Mitgliedschaft in einem Wertpapier. Jeder Aktionär kann jedoch von der Gesellschaft jederzeit die Ausstellung einer Bescheinigung über die von ihm gemäss Aktienbuch gehaltenen Namenaktien verlangen.

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

#### Artikel 5

- 1 Die Gesellschaft führt für die Namenaktien ein Aktienbuch, in welches die Eigentümer und Nutzniesser mit Namen und Vornamen (bei juristischen Personen die Firma), Kontaktdaten und Staatsangehörigkeit (bei juristischen Personen der Sitz) eingetragen werden. Wechselt eine im

Share  
Register,  
Transfer  
Restrictions,  
Nominees

#### Article 4

- 1 The Company may issue its registered shares as uncertificated securities pursuant to article 973c or 973d CO, as intermediated securities in the sense of the Federal Act on Intermediated Securities, or in the form of single or global certificates. 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.

- 2 The shareholder has no right to demand a conversion of the form of the registered shares. In particular, the shareholder has no claim to the certification of the membership in a security. Each shareholder may, however, at any time request a written confirmation from the Company of the registered shares held by such shareholder, as reflected in the share register.

- 3 Intermediated securities based on registered shares of the Company cannot be transferred by way of assignment. Further, a security interest in any such intermediated securities cannot be granted by way of assignment.

#### Article 5

- 1 The Company shall maintain a share register that lists the surname, first name, contact information and citizenship (in the case of legal entities, the company name and company seat) of the holders and usufructuaries of the registered shares. A person recorded in the share register shall notify

Aktienzertifikate und  
Bucheffecten

Aktienbuch,  
Übertragungsbeschränkungen,  
Nominees

Aktienbuch eingetragene Person ihre Kontaktdaten, so hat sie dies der Gesellschaft mitzuteilen. Mitteilungen der Gesellschaft gelten als rechtsgültig erfolgt, wenn sie an die im Aktienbuch zuletzt eingetragenen Kontaktdaten des Aktionärs bzw. Zustellungsbevollmächtigten gesendet werden.

- 2 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, keine Vereinbarung über die Rücknahme oder die Rückgabe entsprechender Aktien besteht und sie das mit den Aktien verbundene wirtschaftliche Risiko tragen.
- 3 Der Verwaltungsrat trägt einzelne Personen, die im Eintragungsgesuch nicht ausdrücklich erklären, die Namenaktien auf eigene Rechnung zu halten (Nominees), mit Stimmrecht im Aktienbuch ein, wenn der Nominee mit dem Verwaltungsrat eine Vereinbarung über seine Stellung abgeschlossen hat und einer anerkannten Bank- oder Finanzaufsicht untersteht.
- 4 Der Verwaltungsrat kann nach Anhörung des eingetragenen Aktionärs oder Nominees Eintragungen im Aktienbuch mit Rückwirkung auf das Datum der Eintragung streichen, wenn diese durch falsche Angaben zustande gekommen sind. Der Betroffene muss über die Streichung informiert werden.
- 5 Der Verwaltungsrat regelt die Einzelheiten und trifft die zur Einhaltung der vorstehenden Bestimmungen notwendigen Anordnungen. Er kann in besonderen Fällen Ausnahmen von der Nomineeregelung bewilligen. Er kann seine Aufgaben delegieren.

## Artikel 6

the Company of any change in contact information. Communications from the Company shall be deemed to have been validly made if sent to the shareholder's or authorized delivery agent's last registered contact information in the share register.

- 2 An acquirer of registered shares shall be recorded upon request in the share register as a shareholder with voting rights, if such acquirer expressly declares to have acquired the registered shares in his own name and for his own account, that there is no agreement on the redemption of the relevant shares and that they bear the economic risk associated with the shares.
- 3 The board of directors records persons who do not declare to hold the registered shares for their own account (Nominees) as shareholders with voting rights in the share register, if such Nominee has entered into an agreement regarding its position with the board of directors and is subject to a recognized banking or finance supervision.
- 4 After hearing the registered shareholder concerned, the board of directors may cancel the registration of such shareholder as a shareholder with voting rights in the share register with retroactive effect as of the date of registration, if such registration was made based on false or misleading information. The relevant shareholder shall be informed of the cancellation.
- 5 The board of directors shall regulate the details and issue the instructions necessary for compliance with the preceding provisions. In special cases, it may grant exemptions from the rule concerning Nominees. The board of directors may delegate its duties.

## Article 6

Rechtsausübung	1 Die Gesellschaft anerkennt nur einen Vertreter pro Aktie.	Exercise of Rights	1 The Company shall only accept one representative per share.
	2 Das Stimmrecht und die damit zusammenhängenden Rechte aus einer Namenaktie können der Gesellschaft gegenüber nur von einem Aktionär, Nutzniesser oder Nominee, der mit Stimmrecht im Aktienbuch eingetragen ist, ausgeübt werden.		2 Voting rights and appurtenant rights associated therewith may be exercised in relation to the Company by a shareholder, usufructuary of shares or nominee only to the extent that such person is recorded in the share register as a shareholder with voting rights.

---

**Abschnitt 3:**  
*Organe*

---

---

**Section 3:**  
*Corporate Bodies*

---

**Artikel 7**

**Article 7**

Organe

Die Organe der Gesellschaft sind:

Corporate Bodies

The Company's bodies are:

- (a) die Generalversammlung;
- (b) der Verwaltungsrat;
- (c) die Revisionsstelle.

- (a) the general meeting of shareholders;
- (b) the board of directors;
- (c) the auditors.

*A. Generalversammlung*

*A. General Meeting of Shareholders*

**Artikel 8**

**Article 8**

Befugnisse

Oberstes Organ der Gesellschaft ist die Generalversammlung der Aktionäre. Ihr stehen folgende unübertragbare Befugnisse zu:

Powers

The general meeting of shareholders is the supreme corporate body of the Company. It has the following non-delegable powers:

- (a) die Festsetzung und Änderung der Statuten;
- (b) die Wahl der Mitglieder des Verwaltungsrats, des Präsidenten des Verwaltungsrats, der Mitglieder des Vergütungsausschusses, des unabhängigen Stimmrechtsvertreters und der Revisionsstelle;
- (c) die Genehmigung des Lageberichts und der Konzernrechnung;

- (a) adoption and amendment of the Articles of Incorporation;
- (b) election of the members of the board of directors, the chairman of the board of directors, the members of the compensation committee, the independent voting rights representative and the auditors;

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>(d) die Genehmigung der Jahresrechnung sowie die Beschlussfassung über die Verwendung des Bilanzgewinnes, insbesondere die Festsetzung der Dividende;</li><li>(e) die Festsetzung der Zwischendividende und die Genehmigung des dafür erforderlichen Zwischenabschlusses;</li><li>(f) die Beschlussfassung über die Rückzahlung der gesetzlichen Kapitalreserve;</li><li>(g) die Genehmigung der Vergütung des Verwaltungsrats und der Geschäftsleitung gemäss Art. 28 dieser Statuten;</li><li>(h) die Entlastung der Mitglieder des Verwaltungsrats und der mit der Geschäftsleitung betrauten Personen;</li><li>(i) die Dekotierung der Beteiligungspapiere der Gesellschaft; und</li><li>(j) die Beschlussfassung über die Gegenstände, die der Generalversammlung durch das Gesetz oder die Statuten vorbehalten sind.</li></ul> | <ul style="list-style-type: none"><li>(c) approval of the annual management report and the consolidated financial statements;</li><li>(d) approval of the annual financial statements and decision on the allocation of profits shown on the balance sheet, in particular with regard to dividends;</li><li>(e) the determination of interim dividends and the approval of the interim financial statements required for this purpose;</li><li>(f) the resolution on the repayment of the statutory capital reserve;</li><li>(g) approval of the compensation of the board of directors and of the executive management pursuant to Article 28 of these Articles of Incorporation;</li><li>(h) granting discharge to the members of the board of directors and the persons entrusted with the executive management;</li><li>(i) the delisting of the Company's equity securities; and</li><li>(j) passing of resolutions as to all matters reserved by law or under these Articles of Incorporation to the authority of the general meeting of shareholders.</li></ul> |
|---|--|

#### Artikel 9

Ordentliche und  
ausserordentliche  
Generalversammlungen

- 1 Die ordentliche Generalversammlung findet alljährlich innerhalb von sechs Monaten nach Schluss des Geschäftsjahres statt.
- 2 Ausserordentliche Generalversammlungen finden statt, wenn der Verwaltungsrat oder die Revisionsstelle es für angezeigt erachten oder wenn es eine Generalversammlung beschliesst. Darüber hinaus können Aktionäre, die zusammen mindestens 5 Prozent des Aktienkapitals oder der Stimmen vertreten, gemeinsam schriftlich unter Angabe des Verhandlungsgegenstandes und des Antrages, bei Wahlen der Namen der

Ordinary and  
Extraordinary  
General  
Meeting of  
Shareholders

#### Article 9

- 1 The ordinary general meeting of shareholders shall be held each year within six months after the close of the fiscal year of the Company.
- 2 Extraordinary general meetings of shareholders shall be held when deemed necessary by the board of directors or the auditors. Furthermore, extraordinary general meetings of shareholders shall be convened upon resolution of a general meeting of shareholders or if this is requested by one or more shareholders who represent an aggregate of at least 5 percent of the share capital or votes and who submit a written request specifying the agenda items and the

vorgeschlagenen Kandidaten, die Einberufung einer ausserordentlichen Generalversammlung verlangen.

#### **Artikel 10**

- Einberufung
- 1 Die Generalversammlung wird durch den Verwaltungsrat, nötigenfalls die Revisionsstelle, spätestens 20 Tage vor der Versammlung einberufen. Das Einberufungsrecht steht auch den Liquidatoren zu.
  - 2 Die Einberufung erfolgt durch einmalige Bekanntmachung im Publikationsorgan der Gesellschaft. Namenaktionäre können überdies schriftlich orientiert werden.
  - 3 Spätestens 20 Tage vor der ordentlichen Generalversammlung sind der Geschäftsbericht, der Vergütungsbericht, und die Revisionsberichte zugänglich zu machen.
  - 4 In der Einberufung sind bekanntzugeben:
    1. Datum, Beginn, Art und Ort der Generalversammlung;
    2. die Verhandlungsgegenstände;
    3. die Anträge des Verwaltungsrates samt kurzer Begründung;
    4. gegebenenfalls die Anträge der Aktionäre samt kurzer Begründung; und
    5. der Name und die Adresse des unabhängigen Stimmrechtsvertreters.

#### **Artikel 10a**

proposals, in case of elections the name of the proposed candidates.

#### **Article 10**

- Notice
- 1 Notice of a general meeting of shareholders shall be given by the board of directors or, if necessary, by the auditors, no later than twenty calendar days prior to the date of the general meeting of shareholders. The liquidators may also call the general meeting of shareholders.
  - 2 Notice of the general meeting of shareholders shall be given by way of a one-time announcement in the official means of publication of the Company. In addition, shareholders of record may be informed by ordinary mail.
  - 3 The annual report, the compensation report and the auditors' reports shall be made available to the shareholders no later than twenty calendar days prior to the annual general meeting of shareholders.
  - 4 The notice shall include:
    1. date, beginning, mode and venue of the general meeting of shareholders;
    2. the agenda;
    3. the proposals of the board of directors together with a brief statement of the reasons;
    4. proposals of the shareholders, if any, together with a brief statement of the reasons; and
    5. name and address of the independent voting rights representative.

#### **Article 10a**

Tagungsort	<ol style="list-style-type: none"><li>1 Der Verwaltungsrat bestimmt den Tagungsort der Generalversammlung, welche in der Schweiz oder im Ausland durchgeführt werden kann.</li><li>2 Der Verwaltungsrat kann bestimmen, dass die Generalversammlung an verschiedenen Orten gleichzeitig durchgeführt wird, sofern die Voten der Teilnehmer unmittelbar in Bild und Ton an sämtliche Tagungsorte übertragen werden.</li><li>3 Der Verwaltungsrat kann vorsehen, dass die Generalversammlung auf elektronischem Weg ohne Tagungsort durchgeführt wird.</li></ol>	Venue	<ol style="list-style-type: none"><li>1 The board of directors shall determine the venue of the general meeting of shareholders, which may be held in Switzerland or abroad.</li><li>2 The board of directors can determine that the general meeting of shareholders be held simultaneously at different locations, provided that the contributions of the participants are transmitted directly in video and audio to all venues.</li><li>3 The board of directors may also provide that the general meeting of shareholders will be held by electronic means without a venue.</li></ol>
------------	--	-------	---

#### Artikel 11

Traktandierung	<ol style="list-style-type: none"><li>1 Aktionäre, die alleine oder zusammen über mindestens 0.5 Prozent des Aktienkapitals oder der Stimmen verfügen, können die Traktandierung eines Verhandlungsgegenstandes oder die Aufnahme eines Antrages zu einem Verhandlungsgegenstand in die Einberufung der Generalversammlung verlangen. Ein solches Gesuch muss der Gesellschaft mindestens 45 Kalendertage vor der Versammlung schriftlich unter Angabe des Verhandlungsgegenstandes und des Antrags oder der Anträge zugehen.</li><li>2 Über Anträge zu nicht gehörig angekündigten Verhandlungsgegenständen kann die Generalversammlung keine Beschlüsse fassen; ausgenommen sind Anträge auf Einberufung einer ausserordentlichen Generalversammlung und auf Durchführung einer Sonderuntersuchung.</li><li>3 Zur Stellung von Anträgen im Rahmen der Verhandlungsgegenstände und zu Verhandlungen ohne Beschlussfassung bedarf es keiner vorgängigen Ankündigung.</li></ol>	Agenda	<ol style="list-style-type: none"><li>1 One or more shareholders whose combined shareholdings represent at least 0.5 percent of the share capital or votes may request that an item be included on the agenda of a general meeting of shareholders or that a proposal relating to an agenda item be included in the notice convening the general meeting of shareholders. Such a request must be received by the Company in writing at least 45 calendar days prior to the general meeting of shareholders, specifying the agenda item and the proposal or proposals.</li><li>2 No resolutions may be passed at a general meeting of shareholders 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.</li><li>3 No previous notification shall be required for proposals concerning items included on the agenda and for debates as to which no vote is taken.</li></ol>
----------------	--	--------	---

## Artikel 12

Vorsitz der  
Generalversammlung,  
Stimmzähler,  
Protokoll

- 1 Der Präsident des Verwaltungsrats führt den Vorsitz in der Generalversammlung. Bei seiner Abwesenheit führt der Vizepräsident des Verwaltungsrats den Vorsitz. Ist auch dieser abwesend, so wird der Vorsitzende durch den Verwaltungsrat gewählt.
- 2 Der Vorsitzende bezeichnet einen Protokollführer und die Stimmzähler, die nicht Aktionäre sein müssen. Das Protokoll ist vom Vorsitzenden und vom Protokollführer zu unterzeichnen.
- 3 Die Beschlüsse und Wahlergebnisse sind unter Angabe der genauen Stimmenverhältnisse innerhalb von 15 Kalendertagen nach der Generalversammlung auf elektronischem Weg zugänglich zu machen; jeder Aktionär kann verlangen, dass ihm das Protokoll innerhalb von 30 Kalendertagen nach der Generalversammlung zugänglich gemacht wird.

## Article 12

Acting Chair, 1  
Vote  
Counters,  
Minutes

- 1 At the general meeting of shareholders, the Chairman of the board of directors or, in his absence, the Vice-Chairman or, in his absence, any other person designated by the board of directors shall take the chair.
- 2 The acting chair of the general meeting of shareholders shall appoint the secretary and the vote counters, none of whom need be shareholders. The minutes of the general meeting of shareholders shall be signed by the acting chair and the secretary.
- 3 The resolutions and election results shall be made available electronically within 15 calendar days after the general meeting of shareholders, stating the exact proportion of votes; each shareholder may request that the minutes be made available to him within 30 calendar days after the general meeting of shareholders.



### Artikel 13

Stimmrecht,  
Vertretung

- 1 Jede mit Stimmrecht im Aktienbuch eingetragene Aktie berechtigt zu einer Stimme.
- 2 Der Verwaltungsrat erlässt die Verfahrensvorschriften über die Teilnahme und Vertretung an der Generalversammlung. Ein Aktionär kann sich an der Generalversammlung nur durch den unabhängigen Stimmrechtsvertreter (mittels schriftlicher oder elektronischer Vollmacht), seinen gesetzlichen Vertreter oder (mittels schriftlicher Vollmacht) durch einen anderen Bevollmächtigten, der nicht Aktionär zu sein braucht, vertreten lassen. Alle von einem Aktionär gehaltenen Aktien können nur von einer Person vertreten werden.
- 3 Die Generalversammlung wählt den unabhängigen Stimmrechtsvertreter für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung. Wiederwahl ist möglich. Hat die Gesellschaft aus irgendwelchen Gründen keinen unabhängigen Stimmrechtsvertreter, bezeichnet der Verwaltungsrat für die nächste stattfindende Generalversammlung einen unabhängigen Stimmrechtsvertreter.
- 4 Der Verwaltungsrat regelt die Anforderungen an die Vollmachten und Weisungen an den unabhängigen Stimmrechtsvertreter.

Voting Rights,  
Representation

### Article 13

- 1 Each share registered in the share register grants one vote.
- 2 The board of directors shall issue procedural rules regarding participation in and representation at the general meeting of shareholders. A shareholder may be represented only by the independent voting rights representative (unabhängiger Stimmrechtsvertreter) (by way of a written or electronic proxy), his legal representative or, by means of a written proxy, by any other proxy who need not be a shareholder. All shares held by one shareholder must be represented by only one representative.
- 3 The general meeting of shareholders shall elect the independent voting rights representative at a general meeting of shareholders for a term of office extending until completion of the next ordinary general meeting of shareholders. Re-election is possible. If the company does not have an independent voting rights representative for whatever reason, the board of directors shall appoint the independent voting rights representative for the next meeting of shareholders.
- 4 The board of directors shall issue the particulars for the proxy of and for providing instructions to the independent voting rights representative.

### Artikel 14

Beschlüsse,  
Wahlen

- 1 Die Generalversammlung beschliesst und wählt, soweit das Gesetz und die Statuten es nicht anders bestimmen, mit der Mehrheit der vertretenen Aktienstimmen.
- 2 Ein Beschluss der Generalversammlung, der mindestens zwei Drittel der vertretenen Stimmen und die Mehrheit der

Resolutions and  
Elections

### Article 14

- 1 Unless otherwise required by law or these Articles of Incorporation, the general meeting of shareholders shall take resolutions and decide elections upon a majority of the votes represented at the general meeting of shareholders.
- 2 The approval of at least two-thirds of the votes and the majority of the par value of shares, each as represented at a

vertretenen Aktiennennwerte auf sich vereinigt, ist erforderlich für:

- (a) die Änderung des Gesellschaftszweckes;
- (b) die Zusammenlegung von Aktien;
- (c) die Einführung von Stimmrechtsaktien;
- (d) die Beschränkung der Übertragbarkeit von Namenaktien und die Aufhebung einer solchen Beschränkung;
- (e) die Einführung eines bedingten Kapitals oder die Einführung eines Kapitalbands;
- (f) die Kapitalerhöhung aus Eigenkapital, gegen Sacheinlage oder durch Verrechnung mit einer Forderung und die Gewährung von besonderen Vorteilen;
- (g) die Einschränkung oder Aufhebung des Bezugsrechtes;
- (h) die Einführung des Stichentscheids des Vorsitzenden in der Generalversammlung;
- (i) die Dekotierung der Beteiligungspapiere der Gesellschaft
- (j) die Verlegung des Sitzes der Gesellschaft;
- (k) den Wechsel der Währung des Aktienkapitals;
- (l) die Einführung einer statutarischen Schiedsklausel; und
- (m) die Auflösung der Gesellschaft.

- <sup>3</sup> Die Abstimmungen und Wahlen erfolgen offen, es sei denn, dass die Generalversammlung schriftliche Abstimmung respektive Wahl (einschliesslich elektronische Abstimmungsverfahren) beschliesst oder der Vorsitzende dies anordnet.

general meeting of shareholders, shall be required for resolutions with respect to:

- (a) The amendment or modification of the purpose of the Company;
- (b) the combination of shares;
- (c) the creation of shares with privileged voting rights;
- (d) the restriction on the transferability of registered shares and the cancelation of such restriction;
- (e) the introduction of conditional share capital or the introduction of a capital range;
- (f) an increase of the share capital through the conversion of capital surplus, through contribution in kind, by set-off against a claim, or the granting of special privileges;
- (g) the limitation or withdrawal of preemptive rights;
- (h) the introduction of the casting vote of the acting chair in the general meeting of shareholders;
- (i) the delisting of the Company's equity securities;
- (j) the relocation of the registered office of the Company;
- (k) the change of currency of the share capital;
- (l) the introduction of an arbitration clause in the Articles of Incorporation; and
- (m) the dissolution of the Company.

- <sup>3</sup> Resolutions and elections shall be decided by a show of hands, unless a written ballot (including electronic voting systems) is resolved by the general meeting of shareholders or is ordered by the acting chair of the general meeting of shareholders.

*B. Verwaltungsrat*

*B. Board of Directors*

**Artikel 15**

**Article 15**

Anzahl der  
Verwaltungsräte

Der Verwaltungsrat besteht aus mindestens 3 und höchstens 11 Mitgliedern.

Number of  
Directors

The board of directors shall consist of no less than 3 and no more than 11 members.

**Artikel 16**

**Article 16**

Wahl,  
Amtsdauer

1 Die Mitglieder des Verwaltungsrats und der Präsident des Verwaltungsrats werden von der Generalversammlung einzeln für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung gewählt. Findet die ordentliche Generalversammlung später als sechs Monate nach Abschluss des Geschäftsjahres statt, so dauert die Amtsdauer dennoch bis zum Abschluss der ordentlichen Generalversammlung.

Election, Term  
of Office

1 The shareholders shall elect the members of the board of directors and the chair of the board of directors individually at a general meeting of shareholders for a term of office extending until completion of the next ordinary general meeting of shareholders. If the ordinary general meeting of shareholders is held more than six months after the end of the financial year, the term of office shall nevertheless continue until the end of the ordinary general meeting of shareholders.

2 Die Mitglieder des Verwaltungsrats sind jederzeit wieder wählbar.

2 Members of the board of directors may be re-elected at any time.

3 Ist das Präsidium vakant, bezeichnet der Verwaltungsrat aus seiner Mitte einen neuen Präsidenten für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung.

3 If the office of the chair of the board of directors is vacant, the board of directors shall appoint the chair from among its members for a term of office extending until completion of the next ordinary general meeting of shareholders.

**Artikel 17**

**Article 17**

Organisation  
des  
Verwaltungsrats,  
Ersatz der  
Auslagen

1 Vorbehältlich der Wahl des Präsidenten des Verwaltungsrats und der Mitglieder des Vergütungsausschusses durch die Generalversammlung konstituiert sich der Verwaltungsrat selbst. Er kann aus seiner Mitte einen oder mehrere Vize-Präsidenten wählen sowie einen Sekretär bezeichnen, der nicht Mitglied des Verwaltungsrats zu sein braucht.

Organization of  
the Board of  
Directors,  
Reimbursement  
of Expenses

1 Except for the election of the chairman 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. It may elect from among its members one or several vice-chairmen and appoint a secretary who need not be a member of the board of directors.

- 2 Der Verwaltungsrat ordnet im Übrigen im Rahmen von Gesetz und Statuten seine Organisation und Beschlussfassung durch ein Organisationsreglement.
- 3 Die Mitglieder des Verwaltungsrats haben Anspruch auf Ersatz ihrer im Interesse der Gesellschaft aufgewendeten Auslagen.

#### Artikel 18

Einberufung,  
Beschlussfassung,  
Protokoll

- 1 Sitzungen des Verwaltungsrats werden vom Präsidenten oder im Falle seiner Verhinderung vom Vize-Präsidenten oder einem anderen Mitglied des Verwaltungsrats einberufen, so oft dies als notwendig erscheint oder wenn ein Mitglied es schriftlich oder per E-Mail oder einer anderen Art der elektronischen Übermittlung unter Angabe der Gründe verlangt. Sitzungen können auch per Telefon- oder Videokonferenz durchgeführt werden.
- 2 Der Verwaltungsrat fasst seine Beschlüsse mit der Mehrheit der abgegebenen Stimmen. Der Vorsitzende hat den Stichentscheid.
- 3 Zur Beschlussfähigkeit des Verwaltungsrats ist die Anwesenheit der Mehrheit seiner Mitglieder erforderlich. Kein Präsenzquorum ist erforderlich für die Anpassungs- und Feststellungsbeschlüsse des Verwaltungsrats im Zusammenhang mit Kapitalerhöhungen oder einem Wechsel der Währung des Aktienkapitals.
- 4 Beschlüsse können auch auf schriftlichem Weg oder in elektronischer Form gefasst werden, sofern nicht ein Mitglied mündliche Beratung verlangt.
- 5 Die Beschlüsse sind in einem Protokoll festzuhalten, das vom Sitzungspräsidenten und dem Sekretär zu unterzeichnen ist.

- 2 Subject to applicable law and these Articles of Incorporation, the board of directors shall establish the particulars of its organization in organizational regulations.
- 3 The members of the board of directors shall be entitled to the reimbursement of all expenses incurred in the interests of the Company.

#### Article 18

- 1 The chairman or, should he be unable to do so, the vice-chairman or any other member of the board of directors shall convene meetings of the board of directors if and when the need arises or whenever a member indicating the reasons so requests in writing or via e-mail or another form of electronic communication. Meetings may also be held by telephone or video conference.
- 2 Resolutions of the board of directors shall be adopted upon a majority of the votes cast. In the event of a tie, the chairman shall have the casting vote.
- 3 In order to pass resolutions, at least a majority of the members of the board of directors must be present. No attendance quorum shall be required for confirmation or amendment resolutions of the board of directors in connection with capital increase or a change in the currency of the share capital.
- 4 Resolutions may be passed by way of written consent or electronically, provided that no member requests oral deliberation.
- 5 The resolutions shall be confirmed in the minutes, which are to be signed by the acting chair and the secretary.

## Artikel 19

- Befugnisse des 1 Der Verwaltungsrat kann in allen Angelegenheiten Powers of the 1 The board of directors may pass resolutions with  
Verwaltungsrates Beschluss fassen, die nicht nach Gesetz, Statuten Board of respect to all matters that are not reserved to the  
oder Reglement einem anderen Organ der Directors general meeting of shareholders or any other  
Gesellschaft übertragen sind. corporate body by law or under these Articles of  
Incorporation.
- 2 Er hat folgende unübertragbare und unentziehbare  
Aufgaben:
- (a) die Oberleitung der Gesellschaft und die Erteilung der nötigen Weisungen;
  - (b) die Festlegung der Organisation;
  - (c) die Ausgestaltung des Rechnungswesens, der Finanzkontrolle sowie der Finanzplanung;
  - (d) die Ernennung und Abberufung der mit der Geschäftsführung und der Vertretung betrauten Personen und die Regelung von deren Zeichnungsberechtigung;
  - (e) die Oberaufsicht über die mit der Geschäftsführung betrauten Personen, namentlich im Hinblick auf die Befolgung der Gesetze, Statuten, Reglemente und Weisungen;
  - (f) die Erstellung des Geschäftsberichts und des Vergütungsberichts sowie gegebenenfalls andere gesetzlich vorgeschriebene Berichte;
  - (g) die Vorbereitung der Generalversammlung und die Ausführung ihrer Beschlüsse;
  - (h) die Beschlussfassung über nachträgliche Leistung von Einlagen auf nicht vollständig liberierten Aktien und daraus folgende Statutenänderungen;
  - (i) die Beschlussfassung über die Veränderung des Aktienkapitals, soweit dies in der Kompetenz des Verwaltungsrates liegt, die Feststellung von Kapitalveränderungen, die Erstellung des

## Article 19

- 2 The board of directors has the following non-delegable and inalienable duties:
- (a) the ultimate direction of the business of the Company and the issuance of the necessary instructions;
  - (b) the determination of the organization of the Company;
  - (c) the administration of accounting, financial control and financial planning;
  - (d) the appointment and removal of the persons entrusted with executive management and their representation of the Company;
  - (e) the ultimate supervision of the persons entrusted with management of the Company, specifically in view of their compliance with the law, these Articles of Incorporation, the regulations and directives;
  - (f) the preparation of the business report, the compensation report and other reports as required by law, if any;
  - (g) the preparation of the general meetings of shareholders as well as the implementation of the resolutions adopted by the general meetings of shareholders;
  - (h) the adoption of resolutions regarding the subsequent payment of capital with respect to non-fully paid up shares and the amendments to the Articles of Incorporation related thereto;
  - (i) the adoption of resolutions on the change of the share capital to the extent that such power is vested in the board of directors, the ascertainment of capital changes, the preparation of the report on the capital

Kapitalerhöhungsberichts und die Vornahme der entsprechenden Statutenänderungen (einschliesslich Löschungen);

- (j) die gemäss Fusionsgesetz unübertragbaren und unentziehbaren Aufgaben und Befugnisse des Verwaltungsrats;
  - (k) die Einreichung eines Gesuchs um Nachlassstundung und die Benachrichtigung des Richters im Falle der Überschuldung;
  - (l) andere durch Gesetz oder Statuten dem Verwaltungsrat vorbehaltene Aufgaben und Befugnisse.
- <sup>3</sup> Im Übrigen kann der Verwaltungsrat die Geschäftsführung sowie die Vertretung der Gesellschaft im Rahmen der gesetzlichen Bestimmungen durch Erlass eines Organisationsreglements ganz oder teilweise an einzelne oder mehrere seiner Mitglieder oder an andere natürliche Personen übertragen.

### *C. Der Vergütungsausschuss*

#### **Artikel 20**

Anzahl der Mitglieder

Der Vergütungsausschuss besteht aus mindestens zwei Mitgliedern.

Number of Members

#### **Artikel 21**

Wahl und Amtsdauer

- <sup>1</sup> Die Mitglieder des Vergütungsausschusses werden von der Generalversammlung einzeln für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung gewählt. Wählbar sind nur Mitglieder des Verwaltungsrates.

Election and Term of Office

increase, and the respective amendments of the Articles of Incorporation (including deletions);

- (j) the non-delegable and inalienable duties and powers of the board of directors pursuant to the Merger Act;
- (k) the submission of a petition for debt-restructuring moratorium and the notification of the court if liabilities exceed assets;
- (l) any other matter reserved to the board of directors by the law or the Articles of Incorporation.

- <sup>3</sup> The board of directors may delegate the executive management of the Company in whole or in part to one or several individual directors or to individuals other than directors pursuant to organizational regulations.

### *C. The Compensation Committee*

#### **Article 20**

The compensation committee shall consist of no less than two members.

#### **Article 21**

- <sup>1</sup> The general meeting of shareholders shall elect the members of the compensation committee individually for a term of office extending until completion of the next ordinary general meeting of shareholders. Only members of the board of directors may be elected.

- 2 Die Mitglieder des Vergütungsausschusses sind jederzeit wieder wählbar.
- 3 Bei Vakanzen im Vergütungsausschuss kann der Verwaltungsrat aus seiner Mitte Ersatzmitglieder für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung bezeichnen.

#### Artikel 22

Organisation des Vergütungsausschusses

- 1 Der Vergütungsausschuss konstituiert sich unter Vorbehalt der Kompetenzen der Generalversammlung und des Verwaltungsrats selbst. Der Verwaltungsrat bezeichnet den Vorsitzenden des Vergütungsausschusses.
- 2 Im Übrigen erlässt der Verwaltungsrat ein Reglement über die Organisation und Beschlussfassung des Vergütungsausschusses.

#### Artikel 23

Befugnisse des Vergütungsausschusses

- 1 Der Vergütungsausschuss unterstützt den Verwaltungsrat bei der Festsetzung und Überprüfung der Vergütungsstrategie und richtlinien sowie bei der Vorbereitung der Anträge zuhanden der Generalversammlung betreffend die Vergütung des Verwaltungsrats und der Geschäftsleitung und kann dem Verwaltungsrat Anträge zu weiteren Vergütungsfragen unterbreiten.
- 2 Der Verwaltungsrat legt in einem Reglement fest, für welche Funktionen des Verwaltungsrats und der Geschäftsleitung der Vergütungsausschuss dem Verwaltungsrat Vorschläge für die Leistungswerte, Zielwerte und die Vergütung unterbreitet und für welche Funktionen er selbst im Rahmen der Statuten und der vom Verwaltungsrat erlassenen

- 2 Members of the compensation committee may be re-elected at any time.
- 3 If there are vacancies on the compensation committee, the board of directors shall appoint from among its members substitutes for a term of office extending until completion of the next ordinary general meeting of shareholders.

#### Article 22

- 1 The compensation committee constitutes itself subject to the powers of the general meeting of shareholders and the board of directors. The board of directors shall elect the chair of the compensation committee.
- 2 The board of directors shall establish the particulars of the organization and adoption of resolutions of the compensation committee in regulations.

#### Article 23

- 1 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 of the executive management, and may submit proposals to the board of directors in other compensation-related issues.
- 2 The board of directors shall determine in regulations for which positions of the board of directors and of the executive management, the compensation committee shall submit proposals for the performance metrics, target values and the compensation to the board of directors, and for which positions it shall itself determine, in accordance with the Articles

Vergütungsrichtlinien die Leistungswerte, Zielwerte und die Vergütung festsetzt.

- 3 Der Verwaltungsrat kann dem Vergütungsausschuss weitere Aufgaben zuweisen, die in einem Reglement festgehalten werden.

of Incorporation and the compensation guidelines established by the board of directors, the performance metrics, target values and the compensation.

- 3 The board of directors may determine in regulations to delegate further authorities and duties to the compensation committee.

#### *D. Die Revisionsstelle*

#### *D. Auditors*

#### **Artikel 24**

#### **Article 24**

Wahl, Amtsdauer

- 1 Die Generalversammlung wählt die Revisionsstelle. Election, Term of Office
- 2 Die Revisionsstelle wird von der Generalversammlung für eine Amtsdauer eines Geschäftsjahres gewählt. Ihre Amtszeit endet mit der Genehmigung der Jahresrechnung für das betreffende Geschäftsjahr durch die Generalversammlung. Wiederwahl ist möglich.

- 1 The auditors shall be elected by the general meeting of shareholders.
- 2 The shareholders shall elect the auditors at a general meeting of shareholders for a term of office extending one financial year. Their term of office ends with the approval of the annual financial statements of the respective financial year by the general meeting of shareholders. Re-election is possible.

#### **Artikel 25**

#### **Article 25**

Prüfungs-,  
Berichterstattungspflicht

Die Revisionsstelle nimmt ihre Prüfungs- und Berichterstattungspflichten in Übereinstimmung mit dem Gesetz wahr. Duty of Auditing and Reporting

The auditors shall perform their duties to audit and report in accordance with the law.

#### **Artikel 26**

#### **Article 26**

Besondere  
Abklärungen,  
Zwischenrevisionen

Der Verwaltungsrat kann die Revisionsstelle jederzeit beauftragen, besondere Abklärungen, insbesondere Zwischenrevisionen, durchzuführen und darüber Bericht zu erstatten. Special Audits, Interim Audits

The board of directors may at any time request the auditors to conduct special audits, including interim audits, and to submit a respective report.



---

**Abschnitt 4:**

*Vergütung der Mitglieder des Verwaltungsrates und der Geschäftsleitung*

---

**Artikel 27**

- Grundsätze der Vergütungen
- 1 Die Vergütung der Mitglieder des Verwaltungsrats kann fixe und variable Vergütungselemente umfassen. Die Gesamtvergütung berücksichtigt Funktion und Verantwortungsstufe des Empfängers. General Compensation Principles
- 2 Die Vergütung der Mitglieder der Geschäftsleitung besteht aus fixen und variablen Vergütungselementen. Die fixe Vergütung umfasst das Basissalär und weitere nicht-variable Vergütungselemente. Die variable Vergütung kann kurzfristige und langfristige variable Vergütungselemente umfassen.
- 3 Die kurzfristigen variablen Vergütungselemente orientieren sich an Leistungswerten, die das Erreichen von operativen, strategischen, finanziellen oder anderen Zielen, das Ergebnis der Gesellschaft, des Konzerns oder Teilen davon und/oder individuelle Ziele berücksichtigen, und deren Erreichung sich in der Regel während eines einjährigen Zeitraums bemisst. Je nach erreichter Leistung kann sich die Vergütung auf einen vordefinierten Multiplikator des Zielwerts belaufen.
- 4 Die langfristigen variablen Vergütungselemente orientieren sich an Leistungswerten, welche die Entwicklung des Aktienkurses oder Aktienergebnisses absolut oder im Verhältnis zu Vergleichsgruppen oder Indices und/oder das Ergebnis der Gesellschaft, des Konzerns oder Teilen davon und/oder das Erreichen von operativen, strategischen, finanziellen oder anderen Zielen absolut oder im Vergleich zum Markt, anderen Unternehmen oder vergleichbaren Richtgrößen und/oder Elemente zwecks Mitarbeiterbindung berücksichtigen. Die Zielerreichung bemisst sich in der Regel während eines mehrjährigen

---

**Section 4:**

*Compensation of the Board of Directors and the Executive Management*

---

**Article 27**

- 1 Compensation of the members of the board of directors may consist of fixed and variable compensation. Total compensation shall take into account the position and level of responsibility of the recipient.
- 2 Compensation of the members of the executive management consists of fixed and variable compensation elements. Fixed compensation comprises the base salary and other non-variable compensation elements. Variable compensation may comprise short-term and long-term variable compensation elements.
- 3 Short-term variable compensation elements shall be governed by performance metrics that take into account the achievement of operational, strategic, financial or other objectives, the results of the Company, the group or parts thereof and/or individual targets, and achievement of which is generally measured during a one-year period. Depending on achieved performance, the compensation may amount to a multiplier of target level.
- 4 Long-term variable compensation elements shall be governed by performance metrics that take into account the development of the share price or share performance in absolute terms or in relation to peer groups or indices and/or the results of the Company, the group or parts thereof and/or the achievement of operational, strategic, financial or other objectives in absolute terms or in relation to the market, other companies or comparable benchmarks and/or retention elements. An achievement of the objectives is generally measured over a period of several years. Depending on

Zeitraums, sowie an Elementen zwecks Mitarbeiterbindung. Je nach erreichter Leistung kann sich die Vergütung auf einen vordefinierten Multiplikator des Zielwerts belaufen.

- 5 Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legen Leistungs- und Zielwerte sowie deren Gewichtung und Erreichung fest.
- 6 Die Vergütung kann in der Form von Geld, Aktien oder Sach- oder Dienstleistungen ausgerichtet werden; Vergütung der Mitglieder der Geschäftsleitung kann zusätzlich in der Form von aktienbasierten Instrumenten oder Einheiten ausgerichtet werden. Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legen Zuteilungs-, Vesting-, Ausübungs- und Verfallsbedingungen fest. Sie können insbesondere vorsehen, dass aufgrund des Eintritts im Voraus bestimmter Ereignisse, wie eines Kontrollwechsels oder der Beendigung des Arbeits- oder Mandatsverhältnisses, Vesting-, Ausübungs- und Verfallsbedingungen weitergelten, verkürzt oder aufgehoben werden, Vergütungen unter der Annahme der Erreichung von Zielwerten ausgerichtet werden oder Vergütungen verfallen. Die Gesellschaft kann die erforderlichen Aktien auf dem Markt erwerben, aus Beständen eigener Aktien entnehmen oder unter Verwendung von bedingtem oder genehmigtem Kapital bereitstellen.
- 7 Die Vergütung kann durch die Gesellschaft oder durch von ihr kontrollierte Unternehmen ausgerichtet werden.

achieved performance, the compensation may amount to a multiplier of target level.

- 5 The board of directors or, to the extent delegated to it, the compensation committee shall determine the performance metrics and target levels of the short- and long-term variable compensation elements, as well as their achievement.
- 6 Compensation may be paid in the form of cash, shares, or in the form of other types of benefits benefits; for the executive management, compensation may in addition be paid in the form of share-based instruments or units. The board of directors or, to the extent delegated to it, the compensation committee shall determine grant, vesting, exercise and forfeiture conditions. In particular, they may provide for continuation, acceleration or removal of vesting, exercise and forfeiture conditions, 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 through purchases in the market, from treasury shares or by using contingent or authorized share capital.
- 7 Compensation may be paid by the Company or companies controlled by it.

## Artikel 28

- Genehmigung der Vergütungen
- 1 Die Generalversammlung genehmigt die Anträge des Verwaltungsrats in Bezug auf die maximalen Gesamtbeträge der  
Approval of Compensation  
(a) Vergütung des Verwaltungsrats für die kommende Amtsdauer; und  
(b) der fixen Vergütung der Geschäftsleitung für die Periode vom 1. Juli des laufenden bis zum 30. Juni des folgenden Jahres; und  
(c) der variablen Vergütungselemente der Geschäftsleitung für das laufende Geschäftsjahr.
  - 2 Der Verwaltungsrat kann der Generalversammlung abweichende, zusätzliche oder bedingte Anträge in Bezug auf die maximalen Gesamtbeträge, mehrere maximale Teilbeträge für die gleichen oder andere Zeitperioden und/oder einzelne Vergütungselemente und/oder in Bezug auf Zusatzbeträge für besondere Vergütungselemente zur Genehmigung vorlegen.
  - 3 Die Vergütung kann vor der Genehmigung durch die Generalversammlung unter Vorbehalt der nachträglichen Genehmigung ausgerichtet werden.
  - 4 Genehmigt die Generalversammlung einen Antrag des Verwaltungsrats nicht, setzt der Verwaltungsrat den entsprechenden (maximalen) Gesamtbetrag oder (maximale) Teilbeträge unter Berücksichtigung aller relevanten Faktoren neu fest und unterbreitet den oder die so festgesetzten Beträge der gleichen Generalversammlung, einer ausserordentlichen Generalversammlung oder der nächsten ordentlichen Generalversammlung zur Genehmigung.
  - 5 Werden variable Vergütungen prospektiv genehmigt, legt der Verwaltungsrat der Generalversammlung den Vergütungsbericht zur Konsultativabstimmung vor.

## Article 28

- 1 The general meeting of shareholders shall approve the proposals of the board of directors in relation to the maximum aggregate amounts of:
  - (a) the compensation of the board of directors for the next term of office; and
  - (b) of the fixed compensation of the executive management for the period of July 1 of the current year until June 30 of the following year; and
  - (c) of the variable compensation elements of the executive management for the current financial year.
- 2 The board of directors may submit for approval by the general meeting of shareholders deviating, additional or conditional proposals relating to the maximum aggregate amount or maximum partial amounts for the same or different periods and/or specific compensation components and/or in relation to additional amounts for specific compensation components.
- 3 Compensation may be paid out prior to approval by the general meeting of shareholders subject to subsequent approval.
- 4 If the general meeting of shareholders does not approve a proposal of the board of directors, the board of directors newly determines the maximum aggregate amount or maximum partial amounts taking into account all relevant factors and submits such amounts for approval to the same general meeting of shareholders, to an extraordinary general meeting of shareholders or to the next ordinary general meeting of shareholders.
- 5 If variable compensation is approved prospectively, the board of directors shall submit the compensation report to the general meeting of shareholders for a consultative vote.

## Artikel 29

- Zusatzbetrag
- 1 Die Gesellschaft oder von ihr kontrollierte Gesellschaften sind ermächtigt, Mitgliedern der Geschäftsleitung, die während einer Periode, für welche die Vergütung der Geschäftsleitung bereits genehmigt ist, in die Geschäftsleitung eintreten oder befördert werden, einen Zusatzbetrag auszurichten, sofern der für die betreffende Periode bereits genehmigte Gesamtbetrag für deren Vergütung nicht ausreicht.
  - 2 Der Zusatzbetrag darf je Vergütungsperiode je Mitglied 50% des letzten genehmigten maximalen Gesamtbetrags der Vergütung der Geschäftsleitung nicht übersteigen.

---

### Abschnitt 5:

*Verträge mit Mitgliedern des Verwaltungsrats und der Geschäftsleitung*

---

## Artikel 30

- Verträge mit Mitgliedern des Verwaltungsrats und der Geschäftsleitung
- 1 Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern des Verwaltungsrats befristete oder unbefristete Verträge über deren Mandat und Vergütung abschliessen. Dauer und Beendigung richten sich nach Amtsdauer und Gesetz.
  - 2 Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern der Geschäftsleitung befristete oder unbefristete Arbeitsverträge abschliessen. Befristete Arbeitsverträge haben eine Höchstdauer von einem Jahr.

## Article 29

- Supplementary Amount
- 1 The Company or companies under its control shall be authorized to pay a supplementary amount of compensation ratified by the shareholders at a general meeting of shareholders to members of the executive management who joined or were promoted during a compensation period for which the maximum aggregate amount of compensation has already been approved, but is insufficient to cover compensation of such members of the executive management.
  - 2 The supplementary amount per compensation period per member shall not exceed 50% of the maximum aggregate amount of compensation of the executive management last approved.

---

### Section 5:

*Agreements regarding Compensation with Members of the Board of Directors and the Executive Management*

---

## Article 30

- Agreements with Members of the Board of Directors and the Executive Management
- 1 The Company or companies under its control may enter into mandate or other agreements with the members of the board of directors regarding their compensation as directors for a fixed term or for an indefinite term. The duration and termination are subject to term of office and the law.
  - 2 The Company or companies under its control may enter into employment agreements with the members of the executive management for a fixed term or for an indefinite term. The duration of fixed term agreements may not exceed one year.

Eine Erneuerung ist zulässig. Unbefristete Verträge haben eine Kündigungsfrist von maximal einem Jahr.

- 3 Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern der Geschäftsleitung Konkurrenzverbote für die Zeit nach Beendigung des Arbeitsverhältnisses vereinbaren. Deren Dauer soll zwei Jahre nicht übersteigen. Zur Abgeltung eines solchen Konkurrenzverbots darf eine Entschädigung pro Jahr ausgerichtet werden, deren Höhe die letzte Gesamtjahresvergütung des betreffenden Mitglieds der Geschäftsleitung und in keinem Fall den Durchschnitt der Vergütungen der letzten drei Geschäftsjahre übersteigen.

---

**Abschnitt 6:**

*Darlehen, Kredite und Vorsorgeleistungen an die Mitglieder des Verwaltungsrats und der Geschäftsleitung*

---

**Artikel 31**

Darlehen und Kredite

Kredite an Mitglieder des Verwaltungsrats und der Geschäftsleitung dürfen von der Gesellschaft oder von ihr kontrollierten Gesellschaften nur zu Marktbedingungen und nur solange ausgerichtet werden, als die Gesamtsumme der insgesamt ausstehenden Kredite an dieses Mitglied des Verwaltungsrats oder der Geschäftsleitung einschliesslich der zu gewährenden Kredite das Zweifache der letztmalig an dieses Mitglied bezahlten oder erstmaligen Jahresvergütung nicht übersteigt.

**Artikel 32**

Vorsorgeleistungen ausserhalb

Vorbehältlich der Genehmigung durch die Generalversammlung gemäss Artikel 28 dieser Statuten

A renewal of a fixed term agreement is permissible. Agreements for an indefinite term may have a termination notice period of a maximum of one year.

- 3 The Company or companies under its control may enter into non-competition agreements with members of the executive management for the period after the termination of the employment agreement. The duration of any such non-competition undertaking by a member of the executive management shall not exceed two years, and the consideration paid for a non-competition undertaking shall not exceed the sum of the total annual compensation of the respective member of the executive management last paid and in no event exceed the average of the compensation of the last three financial years.

---

**Section 6:**

*Loans, Credits, Post-Retirement Benefits to members of the Board of Directors and the Executive Management*

---

**Article 31**

Credits to members of the board of directors and the executive management can solely be granted at standard market rates and the aggregate amount of credit to the member of the board of directors or executive management may not exceed double the total annual compensation of the respective member of the executive management last paid or payable for the first time.

**Article 32**

Subject to the approval by the meeting of shareholders pursuant to Article 28 of these Articles of Incorporation, the

der beruflichen  
Vorsorge

können die Gesellschaft oder von ihr kontrollierte beyond  
Gesellschaften an Mitglieder des Verwaltungsrates Occupational  
und der Geschäftsleitung Vorsorgeleistungen Benefit Scheme  
ausserhalb der beruflichen Vorsorge ausrichten,  
soweit solche Vorsorgeleistungen 100% der  
letztmalig an dieses Mitglied bezahlten  
Jahresvergütung nicht übersteigen. Im Fall von  
Kapitalabfindungen wird der Wert aufgrund  
anerkannter versicherungsmathematischer  
Methoden ermittelt.

---

**Abschnitt 7:**

*Mandate ausserhalb des Konzerns*

---

**Artikel 33**

- Mandate  
ausserhalb des  
Konzerns
- 1 Kein Mitglied des Verwaltungsrates kann mehr als 15 zusätzliche Mandate wahrnehmen, wovon nicht mehr als 4 in börsenkotierten Unternehmen.
- 2 Kein Mitglied der Geschäftsleitung kann mehr als 5 zusätzliche Mandate wahrnehmen, wovon nicht mehr als 1 in einem börsenkotierten Unternehmen. Jedes dieser Mandate bedarf der Genehmigung durch den Präsidenten des Verwaltungsrates. Die Mitglieder der Geschäftsleitung dürfen keine Verwaltungsratsmandate in anderen börsenkotierten Unternehmen wahrnehmen.
- 3 Die folgenden Mandate fallen nicht unter die Beschränkungen gemäss Absatz 1 und 2 dieses Artikels:
- (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 10 solche Mandate wahrnehmen; und

Company or companies under its control may grant to members of the board of directors or the executive management post-retirement benefits beyond the occupational benefit scheme, if such post-retirement benefits do not exceed 100% of the total annual compensation of the respective member last paid. In case of capital settlements, the value is determined by recognized actuary methods.

---

**Section 7:**

*Mandates Outside the Group*

---

**Article 33**

- Mandates  
Outside the  
Group
- 1 No member of the board of directors may hold more than 15 additional mandates of which no more than 4 may be in listed companies.
- 2 No member of the executive management may hold more than 5 additional mandates of which no more than 1 may be in a listed company. Each of these mandates is subject to the approval by the Chairperson of the board of directors. Members of the executive management are not allowed to hold chairs of the board of directors of other listed companies.
- 3 The following mandates shall not be subject to the limitations set forth in paragraphs 1 and 2 of this Article:
- (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 management shall hold more than 10 such mandates; and

- (c) Mandate in Vereinen, Verbänden, Stiftungen, Trusts, Personalfürsorgestiftungen, Bildungseinrichtungen und ähnlichen Organisationen. Kein Mitglied des Verwaltungsrates oder der Geschäftsleitung kann mehr als 10 solche Mandate wahrnehmen.
- 4 Als Mandate gelten Mandate in vergleichbaren Funktionen bei anderen Unternehmen mit wirtschaftlichem Zweck. Mandate in verschiedenen Rechtseinheiten, die unter einheitlicher Kontrolle oder gleicher wirtschaftlicher Berechtigung stehen, gelten als 1 Mandat.
- (c) mandates in associations, professional or trade associations, foundations, trusts, employee welfare foundations, educational institutions, and similar organizations. No member of the board of directors or of the executive management shall hold more than 10 such mandates.
- 4 Mandates shall mean mandates in comparable functions at other enterprises with an economic purpose. Mandates in different legal entities that are under joint control or same beneficial ownership are deemed 1 mandate.

---

**Abschnitt 8:**  
*Geschäftsjahr, Gewinnverteilung*

---

---

**Section 8:**  
*Fiscal Year, Profit Allocation*

---

**Artikel 34**

**Article 34**

Geschäftsjahr Das Geschäftsjahr der Gesellschaft wird vom Fiscal Year Verwaltungsrat festgesetzt.

The board of directors determines the fiscal year.

**Artikel 35**

**Article 35**

Verteilung des Bilanzgewinnes, Reserven 1 Über den Bilanzgewinn verfügt die Generalversammlung im Rahmen der gesetzlichen Vorschriften. Der Verwaltungsrat unterbreitet ihr seine Anträge.

1 The profit shown on the annual statutory balance sheet shall be allocated by the general meeting of shareholders in accordance with applicable law. The board of directors shall submit its proposals to the general meeting of shareholders.

2 Neben der gesetzlichen Reserve kann die Generalversammlung weitere Reserven schaffen.

2 Further reserves may be taken in addition to the reserves required by law by the general meeting of shareholders.

3 Dividenden, die während fünf Jahren von ihrem Verfalltag an nicht bezogen worden sind, fallen der Gesellschaft zu und werden der allgemeinen Reserve zugeteilt.

3 Dividends that have not been collected within five years after their payment date shall enure to the Company and be allocated to the general statutory reserves.

---

**Abschnitt 9:**  
*Auflösung, Liquidation*

---

**Artikel 36**

Auflösung,  
Liquidation

- 1 Die Generalversammlung kann jederzeit die Auflösung und Liquidation der Gesellschaft nach Massgabe der gesetzlichen und statutarischen Vorschriften beschliessen.
- 2 Die Liquidation wird durch den Verwaltungsrat durchgeführt, sofern sie nicht durch die Generalversammlung anderen Personen übertragen wird.
- 3 Die Liquidation der Gesellschaft erfolgt nach Massgabe der Art. 742 ff. OR. Die Liquidatoren sind ermächtigt, Aktiven (Grundstücke eingeschlossen) auch freihändig zu verkaufen.
- 4 Nach erfolgter Tilgung der Schulden wird das Vermögen unter den Aktionären nach Massgabe der einbezahlten Beträge verteilt.

---

**Abschnitt 10:**  
*Mitteilungen, Bekanntmachungen*

---

**Artikel 37**

Mitteilungen,  
Publikationsorgan

- 1 Publikationsorgan der Gesellschaft ist das Schweizerische Handelsamtsblatt. Der Verwaltungsrat kann weitere Publikationsorgane bezeichnen.

---

**Section 9:**  
*Winding-Up and Liquidation*

---

**Article 36**

- 1 The general meeting of shareholders may at any time resolve on the winding-up and liquidation of the Company pursuant to applicable law and the provisions set forth in these Articles of Incorporation.
- 2 The liquidation shall be effected by the board of directors, unless the general meeting of shareholders shall appoint other persons as liquidators.
- 3 The liquidation of the Company shall be effectuated pursuant to art. 742 et seq. CO. The liquidators are authorized to sell assets (including real estate) in the open market.
- 4 Upon discharge of all liabilities, the assets of the Company shall be distributed to the shareholders pursuant to the amounts paid in.

---

**Section 10:**  
*Communications, Announcements*

---

**Article 37**

- 1 The official means of publication of the Company shall be the Swiss Official Gazette of Commerce. The board of directors may designate additional means of publication.



2 Mitteilungen der Gesellschaft an die Aktionäre können nach Wahl des Verwaltungsrates gültig durch Publikation im Schweizerischen Handelsamtsblatt oder in einer Form, die den Nachweis durch Text ermöglicht, erfolgen.

2 Notices by the Company to the shareholders may, at the election of the board of directors, be validly given by publication in the Swiss Official Gazette of Commerce or in a form that allows proof by text.

**Confidential**

Molecular Partners AG

Wagistrasse 14

8952 Schlieren

Switzerland

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

October 28, 2024

**Molecular Partners AG – Offering of Securities Pursuant to the Prospectus Supplement dated October 24, 2024 and the Accompanying Prospectus Dated July 12, 2022**

Ladies and Gentlemen:

We have acted as special Swiss counsel to Molecular Partners AG, a stock corporation incorporated under the laws of Switzerland (the **Company**), in connection with the filing with the U.S. Securities and Exchange Commission (the **SEC**) of the prospectus supplement dated October 24, 2024 (the **Prospectus Supplement**) supplementing the base prospectus (the **Base Prospectus**, and together with the Prospectus Supplement, the **Prospectus**) contained in the registration statement on Form F-3 filed on July 1, 2022 with the SEC and declared effective on July 12, 2022 (the **Registration Statement**), for the purpose of registering under the United States Securities Act of 1933, as amended (the **Securities Act**) the offer and sale (the **Offering**) of American Depositary Shares (**ADSs**) representing 3,642,988 ordinary shares of the Company with a nominal value of CHF 0.10 each issued out of the capital range of the Company on October 25, 2024 (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 meanings assigned to such terms 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. In the absence of explicit statutory law, we base our opinion solely on our independent professional judgment. 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 (other than listed below) referred to in the Documents 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**):

1. an electronic copy of the Registration Statement, including the Base Prospectus;
2. an electronic copy of the Prospectus Supplement;
3. an electronic copy of the notarized shareholders' resolutions adopted by the Company's ordinary general meeting held on April 17, 2024 (the **Shareholders' Resolutions**) resolving on, *inter alia*, the introduction of a capital range authorizing the board of directors of the Company to increase the share capital up to an upper limit of CHF 5,453,144.55 and to exclude the pre-emptive subscription rights of the existing shareholders for purposes of offering and selling the ADSs as contemplated in the Prospectus Supplement (the **Authorization**);
4. an electronic copy of the resolutions of the board of directors of the Company dated October 22, 2024 resolving to increase the Company's share capital by up to CHF 1,000,000 through the issuance of up to 10,000,000 fully paid-up ordinary shares with a nominal value of CHF 0.10 each under exclusion of the pre-emptive subscription rights of the existing shareholders (the **Capital Increase**) based on the Authorization (*Durchführungsbeschluss*) (the **Capital Increase Board Resolutions 1**);
5. an electronic copy of the notarized resolutions (in the form of a public deed) of the board of directors of the Company dated October 25, 2024 relating to the completion and ascertainment of the Capital Increase and the corresponding amendment of the articles of incorporation of the Issuer (*Feststellungs- und Statutenänderungsbeschluss*) (the **Capital Increase Board Resolutions 2** and, together with the Capital Increase Board Resolutions 1, the **Board Resolutions**);
6. an electronic copy of the report of the board of directors of the Company regarding the Capital Increase (*Kapitalerhöhungsbericht*) dated October 25, 2024 (the **Board Report**);
7. an electronic copy of the subscription form (*Zeichnungsschein*) dated October 25, 2024 regarding the subscription of the Offered Shares executed by Zürcher Kantonalbank in its capacity as settlement agent (the **Subscription Form**);

8. an electronic copy of the audit confirmation of the licensed auditor KPMG AG dated October 25, 2024;
9. an electronic copy of the articles of incorporation (*Statuten*) of the Company in their version dated October 25, 2024 notarized (in the form of a public deed) by a notary public of the Canton of Zurich on October 25, 2024, shown on the Excerpt (as defined below) as being the most recent articles of incorporation filed with the Commercial Register of the Canton of Zurich (the **Articles**);
10. an electronic copy of the Organizational Regulations (*Organisationsreglement*) of the Company in their version approved by the board of directors of the Company on March 14, 2022 (the **Organizational Regulations**);
11. an electronic copy of a certified excerpt from the Commercial Register of the Canton of Zurich featuring the approval of the Swiss Federal Office of the Commercial Register (*Eidgenössisches Handelsregisteramt*) relating to the Company dated October 25, 2024 (the **Excerpt**); and
12. an electronic copy of the Company's uncertificated securities book (*Wertrechtebuch*) dated October 25, 2024 evidencing the creation of 3,642,988 new uncertificated securities (*Wertrechte*) of the Company and evidencing Zürcher Kantonalbank as the holder of the Offered Shares.

No documents other than the Documents have been reviewed by us in connection with this opinion. Accordingly, we 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, fax and 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, and any electronic or facsimile signatures thereon have been produced and used in accordance with applicable internal rules and/or procedures and the individual to whom any such electronic or facsimile signature belongs has consented to the use of his or her signature for each such document on which it appears;
- (c) all documents produced to us in draft form will be executed in the form of the draft submitted to us;
- (d) each of the Registration Statement and the Prospectus is 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 Prospectus Supplement as of the date hereof;

- (e) to the extent relevant for purposes of this opinion, any and all information contained in the Documents is, and all material statements made to us in connection with the Documents are and will be, true, complete and accurate at all relevant times;
- (f) the Subscription Form is within the capacity and power of, has been duly authorized, executed and delivered by, and is binding on, Zürcher Kantonalbank;
- (g) the Subscription Form was in full force and effect as of the date of the Capital Increase Board Resolutions;
- (h) the Shareholders' Resolutions and the Board Resolutions (i) have been duly resolved in meetings duly convened and otherwise in the manner set forth therein, (ii) have not been amended and (iii) are in full force and effect;
- (i) the Board Report, the Articles and the Organizational Regulations have not been rescinded or amended and are in full force and effect;
- (j) the Excerpt was correct, complete and up-to-date as of the date it was issued;
- (k) the board of directors of the Company had reason to believe that the exclusion of pre-emptive subscription rights (*Bezugsrecht*) in connection with the Offering is in the best interest of the Company and outweighs interests of existing shareholders to exercise the subscription rights;
- (l) the Company has not entered and will not enter into any transaction which could be construed as repayment of share capital (*Einlagenrückgewähr*);
- (m) all authorizations, approvals, consents, licenses, exemptions, other than as required by mandatory Swiss law applicable to the Company or the Articles, and other requirements for the filing of 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 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;
- (n) the Articles, the Organizational Regulations and the Excerpt are unchanged and correct, complete and up-to-date and in full force and effect as of the date and time hereof and no changes have been made which should have been or should be reflected in the Articles, the Organizational Regulations or the Excerpt as of the date hereof;
- (o) all signatures appearing on all original documents or copies thereof which we have examined are genuine and authentic;
- (p) the Company is, at the date hereof, not insolvent or over-indebted (in the sense of article 725 of the CO); and
- (q) no laws (other than those of Switzerland) affect any of the conclusions stated in this opinion.

### III. Opinion

Based on the foregoing and subject to the qualifications set out below, we are of the opinion that the Offered Shares have been validly issued, are 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 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.
- (c) We express no opinion as to whether the Registration Statement or the Prospectus is accurate, true, correct, complete or not misleading. In particular, and without limitation to the foregoing, we express no opinion on whether the Registration Statement or the Prospectus provides 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) Notwithstanding or irrespective of the registration of the capital range or the Capital Increase with the Commercial Register of the Canton of Zurich, the underlying Shareholders' Resolutions may be challenged by a dissenting shareholder of the Company or others in court or otherwise.
- (e) We express no opinion as to regulatory matters or as to any commercial, accounting, calculating, auditing or other non-legal matter.

\* \* \*

We have rendered this opinion as of the date hereof and we assume no obligation to advise you on changes relevant to this opinion that may thereafter be brought to our attention.

We hereby consent to the filing of this opinion as an exhibit to a report on Form 6-K 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 shall be governed by and construed in accordance with the laws of Switzerland.

*[Remainder of page intentionally left blank]*

*[The next page is the signature page]*

Sincerely yours,

/s/ Homburger AG

## Molecular Partners Announces Pricing of \$20 Million Underwritten Offering

**ZÜRICH-SCHLIEREN, Switzerland, and CONCORD, Mass., Oct. 25, 2024 -- Ad hoc announcement pursuant to Art. 53 LR – [Molecular Partners](#) AG (SIX: MOLN; NASDAQ: MOLN), a clinical-stage biotech company developing a new class of custom-built protein drugs known as DARPin therapeutics (“Molecular Partners” or the “Company”), today announced the pricing of an underwritten offering in the United States of 3,642,988 American Depositary Shares (“ADSs”) representing 3,642,988 ordinary shares at an offering price of \$5.49 per ADS, for total gross proceeds of approximately \$20.0 million. All of the ADSs to be sold in the offering will be offered by Molecular Partners. The offering is expected to close on October 29, 2024, subject to customary closing conditions.**

The offering included participation from a new investor HBM Healthcare Investments Ltd, which is a leading healthcare investor, as well as multiple existing investors. Leerink Partners and TD Cowen are acting as joint bookrunning managers for the offering. LifeSci Capital is acting as lead manager for the offering, with Zürcher Kantonalbank (ZKB) serving as settlement agent.

Molecular Partners currently intends to use the net proceeds from this offering, together with its existing cash and cash equivalents, for development and expansion of its radiopharmaceutical pipeline and platform (Radio-DARPin Therapeutics) and for working capital and other general corporate purposes.

The securities are being offered pursuant to an effective F-3 shelf registration statement that was previously filed with the Securities and Exchange Commission (“SEC”). A prospectus supplement will be filed with the SEC and will be available on the SEC’s website at [www.sec.gov](http://www.sec.gov). The offering will be made only by means of a written prospectus and prospectus supplement that form a part of the registration statement. Copies of the prospectus supplement and the accompanying prospectus relating to the offering may be obtained, when available, for free from Leerink Partners LLC, Attention: Syndicate Department, 53 State Street, 40th Floor, Boston, Massachusetts 02109, by telephone at (800) 808-7525, ext. 6105, or by email at [syndicate@leerink.com](mailto:syndicate@leerink.com) or from TD Securities (USA) LLC, 1 Vanderbilt Avenue New York, New York 10017, by telephone at (855) 495-9846 or by email at [TD.ECM\\_Prospectus@tdsecurities.com](mailto:TD.ECM_Prospectus@tdsecurities.com).

The SIX Swiss Exchange (“SIX”) has pre-approved, subject to certain customary conditions, the listing of the new ordinary shares underlying the ADSs on October 17, 2024. In connection with the listing of the new ordinary shares underlying the ADSs on the SIX, the registration statement on Form F-3, filed by the Company with the SEC together with the prospectus supplement constitute a foreign prospectus within the meaning of article 54 paras. 2 and 3 of the Swiss Financial Services Act of June 15, 2018 (“FinSA”) and article 70 paras. 2-4 of the Swiss Financial Services Ordinance of November 6, 2019 (“FinSO”). The registration statement on Form F-3 has been deposited with and approved by the Prospectus Office of SIX Exchange Regulation and has been included as a foreign prospectus in the prospectus list published by the Prospectus Office of SIX Exchange Regulation. The prospectus supplement will be filed with the Prospectus Office.

This press release does not constitute an offer to sell or the solicitation of an offer to buy securities, and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction. There is no intention to publicly offer, solicit, sell or advertise,



directly or indirectly, any securities of Molecular Partners in or into Switzerland within the meaning of FinSA.

### **About Molecular Partners**

Molecular Partners AG is a clinical-stage biotech company pioneering the design and development of DARPin therapeutics for medical challenges other drug modalities cannot readily address. The Company has programs in various stages of pre-clinical and clinical development, with oncology as its main focus. Molecular Partners leverages the advantages of DARPins to provide unique solutions to patients through its proprietary programs as well as through partnerships with leading pharmaceutical companies. Molecular Partners was founded in 2004 and has offices in both Zurich, Switzerland and Concord, MA, USA. For more information, visit [www.molecularpartners.com](http://www.molecularpartners.com) and find us on LinkedIn and Twitter/X [@MolecularPrtnrs](https://twitter.com/MolecularPrtnrs)

### **Forward-Looking Statements**

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995, as amended, including, without limitation, statements with regard to Molecular Partners' expectations regarding the completion of the proposed securities offering and the expected use of proceeds. Words such as "anticipates," "believes," "expects," "intends," "projects," and "future" or similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to the inherent uncertainties in predicting future results and conditions and no assurance can be given that the proposed securities offering discussed above will be consummated on the terms described or at all. Completion of the proposed offering and the terms thereof are subject to numerous factors, many of which are beyond the control of Molecular Partners, including, without limitation, market conditions, failure of customary closing conditions and the risk factors and other matters set forth in Molecular Partners' Annual Report on Form 20-F for the year ended December 31, 2023 and other filings Molecular Partners makes with the SEC from time to time. These documents are available on the Investors page of Molecular Partners' website at [www.molecularpartners.com](http://www.molecularpartners.com). Any forward-looking statements speak only as of the date of this press release and are based on information available to Molecular Partners as of the date of this release, and Molecular Partners assumes no obligation to, and does not intend to, update any forward-looking statements, whether as a result of new information, future events or otherwise.

### **Contacts:**

Seth Lewis, SVP Investor Relations & Strategy  
[seth.lewis@molecularpartners.com](mailto:seth.lewis@molecularpartners.com)  
Tel: +1 781 420 2361

Laura Jeanbart, PhD, Head of Portfolio Management & Communications  
[laura.jeanbart@molecularpartners.com](mailto:laura.jeanbart@molecularpartners.com)  
Tel: +41 44 575 19 35