

## **Disclosure, Reporting and Trading Policy**

dated as of February 7, 2025

**BioVersys AG**  
Basel

## Table of Contents

<b>1. General Guidelines .....</b>	<b>5</b>
1.1 Purpose .....	5
1.2 Scope.....	5
1.3 Defined Terms .....	5
<b>2. Reporting .....</b>	<b>6</b>
2.1 Annual Reporting (Art. 49 LR) .....	6
2.2 Semi-Annual Reporting (Art. 50 LR) .....	6
2.3 Technical and Administrative Reporting (Art. 49 et seq. LR).....	6
2.3.1 Corporate Calendar .....	6
2.3.2 Technical and Administrative Reporting .....	7
2.3.3 Responsibility .....	7
2.4 Reporting Obligations Arising from Third Party Notifications (Art. 124 FMIA) .....	7
2.4.1 Reporting .....	7
2.4.2 Responsibility .....	8
2.5 Reporting Obligation in Connection with the Company's Transactions in Own Equity Instruments (Art. 120 FMIA) .....	8
2.5.1 Reporting .....	8
2.5.2 Responsibility .....	9
2.6 Corporate Governance and Compensation Reporting .....	9
2.7 Reporting of Management Transactions (Art. 56 LR).....	9
<b>3. Inside Information.....</b>	<b>9</b>
3.1 Definition.....	9
3.2 Principle: Disclosure (Ad Hoc Publicity) (Art. 53 LR).....	10
3.2.1 Timing of Disclosure .....	10
3.2.2 Addressees of Disclosure .....	10
3.2.3 Methods of Disclosure .....	11
3.2.4 Language, Style and Content .....	11
3.2.5 Responsibility .....	12
3.3 Exception: Postponement of Disclosure (Art. 54 LR) .....	12
3.3.1 Prerequisites.....	12
3.3.2 Immediate Disclosure upon Occurrence of a Leak.....	12
3.4 Responsibility.....	13
3.5 Trading Restrictions.....	13
<b>4. Maintenance of Insider Lists.....</b>	<b>13</b>
4.1 Principle .....	13
4.2 Responsible Persons.....	13
4.3 Contents of Insider Lists .....	14

4.4	Documentary Requirements .....	14
<b>5.</b>	<b>Quiet Periods.....</b>	<b>15</b>
5.1	Purpose .....	15
5.2	Scope.....	15
<b>6.</b>	<b>Specific Rules with respect to Public Announcements .....</b>	<b>15</b>
<b>7.</b>	<b>Specific Rules with respect to Analysts .....</b>	<b>15</b>
<b>8.</b>	<b>Record Keeping and Monitoring.....</b>	<b>16</b>
<b>9.</b>	<b>Entry into Force.....</b>	<b>17</b>

## **Table of Annexes**

Annex 1: Policy on Transactions of Directors and Management

Annex 2: Securities Trading Policy

Annex 3: Examples of Inside Information

Annex 4: Confidentiality Undertaking

## 1. General Guidelines

### 1.1 Purpose

**BioVersys AG** (the **Company**), a corporation incorporated in Basel, Switzerland listed on the SIX Swiss Exchange Ltd (**SIX**), is required to comply with all applicable disclosure, reporting and market conduct laws, including the rules and regulations of the SIX and the Swiss Financial Market Supervisory Authority FINMA (**FINMA**).

The purpose of this Disclosure, Reporting and Trading Policy (the **Policy**) is to ensure compliance with such laws, rules and regulations.

This Policy defines the rules and procedures applicable to ensure:

- (a) an orderly information flow as to any financial information and any other reporting obligations in accordance with the Listing Rules of the SIX (the **Listing Rules** or **LR**) and the Swiss Federal Financial Markets Infrastructure Act, including its implementing directives, circulars and other regulations (the **FMIA**);
- (b) immediate information of securities markets about non-public, potentially price-sensitive facts in accordance with the Listing Rules; and
- (c) the prevention of abuse of Inside Information (as defined below) and of market manipulation as set out in art. 142-143 and 154-155 FMIA, art. 22 et seq. of the Swiss Federal Financial Markets Infrastructure Ordinance and the Circular 2013/08 on market conduct rules issued by FINMA (the **FINMA Circular**).TB

### 1.2 Scope

This Policy applies to all directors, officers and employees of the Company and all companies included in its consolidated financial statements (together the **Group**). It applies to all written statements made in the annual and semi-annual reports, reports to regulators, press releases, letters to shareholders or employees, reports of speeches by senior management, hand-outs at meetings with analysts and investors, and information contained on the Company's website and Intranet site as well as in public regulatory filings, among others.

This Policy also applies to all oral statements made in group and individual meetings or phone calls with analysts and investors, speeches by senior management, interviews with the media, press conferences and all other external communications which are (to be) disclosed to the public.

### 1.3 Defined Terms

Capitalized terms used but not defined herein shall have the meaning ascribed to them by the Organizational Regulations of the Company in the version of March 2018 (as amended from time to time).

## 2. Reporting

### 2.1 Annual Reporting (Art. 49 LR)

The annual report (which contains the annual management report, the audited statutory and consolidated financial statements with auditors' reports as well as the corporate governance report and the compensation report) (the **Annual Report**) must, within four months after the closing of the financial year but no later than 21 calendar days before the annual general meeting, be simultaneously (i) announced in a press release, (ii) submitted in English or German to SIX Exchange Regulation, together with the link to the Company's website containing the Annual Report, and (iii) published on the Company's website in English or German.

The press release must be published as ad hoc information in accordance with Section 3.2.3 of this Policy (see art. 7 of the SIX Directive on Ad hoc Publicity (**DAH**))).

The Annual Report shall be available on the Company's website for a period of five years.

The Annual Report shall be provided in printed form to shareholders upon request.

### 2.2 Semi-Annual Reporting (Art. 50 LR)

The unaudited semi-annual financial statements (the **Semi-Annual Financial Statements**) must, within three months after the end of the respective reporting period, be simultaneously (i) announced in a press release, (ii) submitted in English or German to SIX Exchange Regulation, together with the link to the Company's website containing such unaudited semi-annual financial statements, and (iii) published on the Company's website in English or German.

The press release must be published as ad hoc information in accordance with Section 3.2.3 of this Policy (see art. 7 DAH).

The Semi-Annual Financial Statements shall be available on the Company's website for a period of five years.

The Semi-Annual Financial Statements shall be provided in printed form to shareholders upon request.

### 2.3 Technical and Administrative Reporting (Art. 49 et seq. LR)

#### 2.3.1 Corporate Calendar

At the beginning of each financial year, the Company shall electronically provide to SIX Exchange Regulation the corporate calendar covering at least the current financial year. The Company shall keep the corporate calendar up to date and inform SIX accordingly. The corporate calendar shall indicate the dates of the annual general meeting and the publication of the Annual Report and the

Semi-Annual Financial Statements as well as any other date which is of major importance to investors.

### **2.3.2 Technical and Administrative Reporting**

Further, the Company shall provide SIX Exchange Regulation with information regarding technical and administrative matters and events, in particular details of Shareholders' Meetings (invitations and resolutions) and dividend payments as well as any changes in the capital structure and to the rights attached to the shares of the Company, all in accordance with the SIX Directive on Regular Reporting Obligations dated June 25, 2024.

### **2.3.3 Responsibility**

The Chief Financial Officer is responsible for the technical and administrative reporting.

## **2.4 Reporting Obligations Arising from Third Party Notifications (Art. 124 FMIA)**

### **2.4.1 Reporting**

If the Company becomes aware of or is notified by a third party that such third party has (directly, indirectly and/or acting in concert with another party), through the acquisition or sale of:

- (a) shares and/or the right to exercise voting rights in shares at one's free discretion; or
- (b) shares and/or the right to exercise voting rights in shares or purchase rights over shares (so-called "purchase positions", e.g., call options, conversion rights); or
- (c) sale rights over shares (so called "sale positions", e.g., put options, grant of call options);

(in case of (b) and (c) irrespectively of whether such rights provide for physical or cash settlement) reached, fallen below or exceeded one of the thresholds of 3, 5, 10, 15, 20, 25, 33½, 50 or 66⅔% of the share capital of the Company (as registered in the commercial register), the Company shall publish a notification on the electronic publication platform for the disclosure of shareholdings set up by the Disclosure Office of SIX within two trading days after receipt of such information.

The reporting shall be made separately for:

- (i) shares;
- (ii) the right to exercise voting rights at one's free discretion in shares whose beneficial holder is a third party;

- (iii) purchase positions (including shares held, call options, conversion rights, grant of put options, other financial instruments which make it economically possible to acquire shares in the Company or which are bought, issued or granted in view of a tender offer); and
- (iv) sale positions (including put options, grant of call options and of conversion rights, other financial instruments which make it economically possible to dispose of shares in the Company).

The purchase positions and sale positions must not be netted. If a threshold is reached or crossed in any of the positions pursuant to (i), (ii), (iii) or (iv) above, each one of these positions must be reported, irrespectively of whether or not a threshold has been reached or crossed with respect to the other positions.

A reporting duty is also triggered if a threshold is reached or crossed as a result of an increase or decrease of the Company's share capital (as registered in the commercial register). The Company itself is also required to make disclosures regarding its own securities (e.g., treasury shares or stock option grants), see Section 2.5 below.

In addition, the Company shall disclose shareholders holding more than 5% of its shares in its Annual Report.

If the Company has reason to believe that a shareholder has not complied with its own reporting obligation, the Company shall inform SIX and FINMA immediately (art. 122 FMIA).

#### **2.4.2 Responsibility**

The Chief Financial Officer is responsible for the reporting obligations arising from third party notifications.

### **2.5 Reporting Obligation in Connection with the Company's Transactions in Own Equity Instruments (Art. 120 FMIA)**

#### **2.5.1 Reporting**

If the Company reaches, falls below or exceeds, either actively or passively, any of the thresholds set out in Section 2.4.1 of the voting rights of the Company, whether exercisable or not, through the acquisition, sale, issuance or grant of, or grant of rights in respect of, shares and other equity instruments of the Company (see Section 2.4.1 of this Policy), the Company shall notify the Disclosure Office of SIX within four trading days from the date the obligation to notify has been triggered, which is the date on which the binding right and obligation to purchase or sell such securities has been created (i.e., execution, not closing or completion, of the relevant transaction). If a position falls below the 3% threshold, the notification may mention this fact without disclosing the exact percentage of the Company's positions in own securities. The Company shall publish such notification on the electronic publication platform set up by the Disclosure Office of SIX. The reporting shall be made by means of the reporting form provided on the website of SIX.

The percentages of voting rights held are calculated on the basis of the total number of voting rights registered in the commercial register. The thresholds can also be triggered passively, e.g., as a result of changes in the Company's share capital or as a result of the exercise of options by option holders.

The reporting obligation is also triggered by the entering into an agreement with respect to the acquisition, sale or voting of shares or equity-linked securities or rights, be it directly, indirectly or acting in concert with third parties. In particular, the reporting requirement also applies to transactions made by fiduciaries, subsidiaries or affiliates.

## 2.5.2 Responsibility

The Chief Financial Officer is responsible for the reporting obligation in connection with the Company's acquisition, sale, issuance or grant of, or grant of rights in respect of, shares and other equity instruments of the Company.

## 2.6 Corporate Governance and Compensation Reporting

The Company shall prepare and include in the Annual Report (i) a report on corporate governance in accordance with the SIX Directive on Information Relating to Corporate Governance dated June 29, 2022, as well as (ii) a compensation report pursuant to articles 734 et seq. of the Swiss Code of Obligations (CO).

## 2.7 Reporting of Management Transactions (Art. 56 LR)

The disclosure of transactions in the Company's securities by Directors and the members of the Executive Committee (each a **Reporting Person**) to investors is required because these persons have privileged access to information that may be relevant for the valuation of the Company's securities. Therefore, each Reporting Person must report to the Company certain transactions in relevant securities in accordance with the Policy on Directors' and Management Transactions attached hereto as Annex 1.

## 3. Inside Information

### 3.1 Definition

**Inside Information** refers to facts (including, without limitation, firm intentions, unrealized plans and prospects), other than rumors and speculation, of sufficiently clear and certain nature (as defined below):

- a) which are confidential (as defined below); and
- b) which have arisen in the Company's sphere of activity or relate to facts external to the Company (such as knowledge of financial analysis, rating decisions, industry-specific or

general economic developments, awaiting publication) or which relate to any Relevant Securities (as defined in Annex 2); and

- c) which are price-sensitive (as defined below).

Information is of **sufficiently clear and certain nature** if it:

- a) indicates circumstances that exist or may reasonably be expected to come into existence or indicates an event that has occurred or may reasonably be expected to occur; and
- b) is specific enough to enable a conclusion to be drawn as to the possible effect of such circumstances or event on the price of any Relevant Securities.

Information is deemed to be **confidential** if it is not generally available but restricted to a limited group of people. Information is deemed to be generally available (*i.e.*, in the public domain) if third parties are able to obtain it from generally accessible sources. Information has not been made public as long as *the Company itself* has not publicly disclosed it by way of a media release or public regulatory filing. Rumors, "talk on the street" or third party disclosure, even if widespread and reported in the media, do not constitute a public release until the Company itself has released the relevant information in its entirety.

Information is deemed to be **price-sensitive** if such information is capable of affecting the investment behavior of a reasonable market participant and, thus, of substantially influencing the market price of Relevant Securities to an extent that is considerably greater than the usual price fluctuations.

Examples of such information are set out in Annex 3.

## **3.2 Principle: Disclosure (Ad Hoc Publicity) (Art. 53 LR)**

### **3.2.1 Timing of Disclosure**

Inside Information which has arisen in the Company's sphere of activity (*i.e.*, price-sensitive facts in the sense of article 53 of the Listing Rules) must be disclosed publicly as soon as a Director or a member of the Executive Committee has knowledge of its main elements.

Whenever possible, disclosure of such Inside Information should be made either (i) ninety (90) minutes before the start of trading or (ii) after the close of trading on SIX, *i.e.*, before 7.30 a.m. or after 5.30 p.m CET. If, in exceptional cases, publication during trading hours is unavoidable, SIX must be notified at least ninety (90) minutes prior to such publication.

### **3.2.2 Addressees of Disclosure**

Disclosure must be made to the public at large to ensure that all market participants (*i.e.*, also employees and analysts) have equal access to Inside Information. No preferential treatment and

no selective notification of Inside Information shall be given or made to anyone (e.g., a shareholder, journalist, potential investor or securities analyst). Disclosure of Inside Information at a Shareholders' Meeting, analyst presentation or in an individual, one-on-one discussion with an actual or potential investor does not meet the equal access requirement. If Inside Information is divulged unintentionally in a selective setting, such as analyst meetings or conference calls which are not open to the public, the Company shall publicly disclose such Inside Information promptly after such meeting or after it has learned of such divulgence. All interviews with any shareholder, actual or potential investor or security analyst or any comments on analyst reports must be coordinated by and through the Chief Financial Officer and the Chief Financial Officer.

### **3.2.3 Methods of Disclosure**

Notices disclosing Inside Information (**Ad Hoc Notices**) must be distributed as follows:

- a) to SIX ninety (90) minutes ahead of time if published during trading hours (or within the ninety (90) minutes before trading starts), otherwise at the latest when the disclosure of Inside Information is released;
- b) to at least two (2) electronic information carriers widely used by market participants (e.g., Bloomberg, Reuters);
- c) to at least two (2) Swiss newspapers of national importance and reach;
- d) to all interested parties upon request (see next paragraph as to the required e-mail subscription push-service); and
- e) on the Company's website.

In addition, the Company shall provide a service on its website allowing interested parties to receive, via e-mail distribution (push system), free and timely any Ad Hoc Notices by the Company. The link for registration with this e-mail distribution service must be communicated to SIX.

Ad Hoc Notices on the website must remain accessible for two (2) years ("pull system"). The link to the page on which such Ad Hoc Notices are accessible must be communicated to SIX.

### **3.2.4 Language, Style and Content**

The disclosure must be made in a manner so that the average market participant can form an opinion of the extent to which the Inside Information is to have a significant effect on the price of the Relevant Securities. The information must be factual, clear and complete, and consistent with information provided previously. Disclosure that does not meet these requirements must be corrected immediately.

Disclosure shall be made in English and German.

### 3.2.5 Responsibility

The Chief Executive Officer and the Chief Financial Officer (together, the **Clearing Team**) are responsible for the reporting obligation in connection with ad hoc information.

The Clearing Team is chaired by the Chief Executive Officer and it shall submit periodic reports to the Chairperson of the Board on reporting obligations in connection with ad hoc information.

## 3.3 Exception: Postponement of Disclosure (Art. 54 LR)

### 3.3.1 Prerequisites

Disclosure to the public of Inside Information may be postponed if:

- a) the Inside Information concerns a plan or decision of the Company (such as a planned acquisition, merger, tender offer, cooperation or divestment and the respective negotiations leading thereto, change in the capital structure, material changes in dividend rates, repurchases of Relevant Securities, entry into material contracts, new material discoveries, etc.); and
- b) the disclosure of such Inside Information may harm legitimate interests of the Company; and
- c) the Company ensures the confidentiality of the Inside Information and that no Insider (as defined in Annex 2) is trading with the Relevant Securities.

Accordingly, the disclosure of Inside Information to the Company staff needs to be confined to a small group of persons and such information shall only be made available on a confidential and "need-to-know" basis. Any communication made on the intranet or by similar means of electronic mass communication is not permitted. To the extent third parties are involved, such persons must sign a confidentiality undertaking (including an undertaking not to trade in the Relevant Securities) substantially in the form attached hereto as Annex 4 and be made aware of the trading restrictions.

In addition, Insider Lists (as defined below) in accordance with the requirements set forth in Section 4 must be maintained. All persons having access to Inside Information must, if and to the extent necessary, be made aware of such information qualifying as Inside Information, and the implications of such qualification.

### 3.3.2 Immediate Disclosure upon Occurrence of a Leak

Disclosure of Inside Information may no longer be postponed if a leak occurs. Leaks are situations in which, against the Company's intentions, the confidentiality of Inside Information is no longer ensured. In particular, a leak will have to be assumed if a possible transaction becomes known

to the public or if (substantially correct) information about terms or details of a contemplated transaction is circulating in the market. Mere rumors are not considered leaks.

If a leak occurs, Inside Information must be disclosed immediately, even if such Inside Information was scheduled to be released later. If a leak occurs during trading hours (or within the ninety (90) minutes before the start of trading), SIX must be informed immediately by telephone. To be prepared for a leak situation, a leak contingency plan in relation to each confidential project, the disclosure of which is being postponed, must be established.

### **3.4 Responsibility**

The determination of whether information warrants disclosure as Inside Information involves an element of judgment. Therefore, all Company employees who learn of material information that may potentially qualify as Inside Information must report such information immediately to the Chief Financial Officer.

Releases of Inside Information must be decided by the Chief Executive Officer. The Chief Executive Officer shall designate the persons responsible for implementing the release of the Inside Information.

### **3.5 Trading Restrictions**

Trading in Relevant Securities is subject to and only permitted in accordance with the Securities Trading Policy attached hereto as Annex 2.

## **4. Maintenance of Insider Lists**

### **4.1 Principle**

Since the Company, under applicable laws, rules and regulations, may have to disclose to the competent authorities the persons who were privy to Inside Information at a given point in time, the Company will maintain a General Insider List (as defined below) and Project Insider Lists (as defined below) (each an **Insider List**).

### **4.2 Responsible Persons**

The person responsible for maintaining the General Insider List shall be the Chief Financial Officer.

The person primarily responsible for maintaining a Project Insider List shall be the designated project manager of the relevant project. At the time a Project Insider List is initially drawn up, and whenever there are changes to the Project Insider List, the responsible project manager shall forward a copy of such Project Insider List to the Chief Financial Officer.

### 4.3 Contents of Insider Lists

The general insider list (the **General Insider List**) shall set forth all members of the Executive Group (as defined in Annex 2).

The Project Insider List (the **Project Insider List**) relating to a confidential project being undertaken by the Company shall contain at least:

- (a) details of Inside Information and of inside information relating to securities other than to Relevant Securities the Company possesses;
- (b) the identity of persons having access to the information set out in Section 4.3(a) of this Policy;
- (c) the reason why any such person is on the Project Insider List; and
- (d) each date on which the Project Insider List was created and updated (with regard to any person) and the period of time for which the relevant project must remain confidential.

For each project, a separate Project Insider List shall be maintained.

Any Insider List shall be kept continuously up to date, with prompt corrections, in particular:

- (a) whenever any new person has to be added to the Insider List; and
- (b) by mentioning whether and when any person already on the Insider List no longer has access to Inside Information.

### 4.4 Documentary Requirements

Each Insider List shall be kept on file for at least five years after being drawn up or last updated.

Persons responsible for or in charge of drawing up Insider Lists must ensure that any person who has access to Inside Information acknowledges in writing (i) the legal and regulatory duties such access entails and (ii) that he or she is aware of the sanctions attaching to the abuse or improper disclosure of Inside Information.

In the event that a regulatory authority should require the Company to transmit an Insider List to it, its release must be approved by the Chief Financial Officer.

## 5. Quiet Periods

### 5.1 Purpose

In order for the Company to comply with the regulations of SIX when disclosing financial information to the public, the Company sets Quiet Periods (as defined below) during which no financial information shall be communicated (except on a confidential and "need-to-know" basis, see Section 3.3.1).

### 5.2 Scope

During defined periods preceding the public release of annual or interim financial results (each a **Quiet Period**), Company staff shall not provide financial information to the investment community or the public in whatever form, or to employees or external advisors other than on a confidential and "need-to-know" basis (see Section 3.3.1). In particular, there shall be no meetings with the press, financial analysts and/or investors, and no internal publications and announcements to staff on financial matters. If employees or external advisors have to be provided with financial information to perform their duties, they shall be made aware of the confidentiality and sensitivity of such information and be reminded of this Policy and the Securities Trading Policy (attached hereto as Annex 2).

As a general rule, a Quiet Period shall cover the period two weeks before the closing date of the annual or semi-annual results until the start of trading on the trading day after announcement of such results.

Each Quiet Period shall be communicated to the Company staff in advance by the Chief Financial Officer.

In case that Inside Information is known to an Insider prior to the start of the respective Quiet Period, trading in Relevant Securities is not permitted even outside such Quiet Period.

## 6. Specific Rules with respect to Public Announcements

When making public announcements or disclosures, the Company may not give false or misleading signals regarding the supply of, demand for or market price of Relevant Securities. Such a signal is deemed to exist if it is capable of influencing the market behavior of a reasonable market participant.

The principles set forth in notes 16 through 40 of the FINMA Circular apply.

## 7. Specific Rules with respect to Analysts

Since interactive contacts are widely preferred in the investment community, the Company sets forth the following general rules of conduct:

- a) The Company does not sponsor trips for analysts and investors to visit its operations. If the meetings are held at the Company's offices, it may provide local group transportation and meals.
- b) The Company may provide some analysts and investors and other representatives of the investment community with small gifts such as a dinner or item(s) of similar insignificant value.
- c) The Company shall not pay for research reports that have the appearance of reflecting an independent opinion of a brokerage or buy-side firm.
- d) The Company may assist the efforts of analysts to develop earnings estimates and to enable the investment community to better assess the Company and its business prospects for future performance. However, as a general principle, the Company shall not provide individual guidance to the analysts with respect to earnings estimates.
- e) The Company shall not publicly comment on analyst reports. However, analyst reports may be publicly corrected by the Chief Executive Officer or the Chief Financial Officer in public disclosures, if the report contains assumptions, conclusions or forecasts which are wrong and which could substantially mislead the market.
- f) The Company may review, upon request, analysts' models or reports. In these cases, the Company shall comment only on factual information contained in the report and shall not comment on analysts' conclusions.
- g) To avoid being perceived as having adopted or endorsed the projections and opinions contained in analysts' reports, the Company shall not distribute analysts' reports or post them on its website.
- h) If any investor requests an analyst report from the Company, the Company shall refer such investor to the analyst firm and disclaim any responsibility for the accuracy or completeness of the report or an endorsement, adoption or confirmation of the report.

## **8. Record Keeping and Monitoring**

The Company shall keep records of all publicly released communication. The Company shall ensure that its announcements are properly reflected.

All relevant information presented on the Company's website shall be dated, and the website and intranet site shall include disclaimers that the information presented thereon may be out of date and shall not be updated. The Chief Financial Officer shall monitor the Company's website and intranet site and (i) remove or archive outdated information (if permissible in accordance with this Policy), (ii) correct and/or update material information, as necessary, and (iii) ensure consistency of the Company's messages and compliance with this Policy.

## **9. Entry into Force**

This Policy shall enter into force as of the first day of trading of the shares of the Company on the SIX.

BioVersys AG



Seng Chin Mah  
Chairman of the Board of Directors



Marc Gitzinger  
CEO and Member of the Board of Directors

## Annex 1

### **BioVersys AG**

#### **Policy on Transactions of Directors and Management**

*February 7, 2025*

dated as of [■], 2025

## **1. Purpose**

As a company listed on the SIX Swiss Exchange (**SIX**), BioVersys AG (the **Company**) and its directors and officers have to comply with SIX's listing rules (**LR**) and the relevant implementing directives and regulations. Article 56 LR sets forth an obligation to report management transactions. The purpose of the reporting obligation is to enhance the information available to investors in view of their investment decisions.

The Company wants to ensure that members of the Board of Directors (the **Board**) and of the Executive Committee (as defined in the Organizational Regulations of the Company in the version of January 2025, as amended from time to time) are aware of their reporting obligation. The Company also wants its members of the Board and the Executive Committee, as well as the Company itself, to fully comply with Article 56 LR and the relevant directive of SIX (Directive on Disclosure of Management Transactions (**DMT**)) and to refrain from certain transactions. Accordingly, this Policy defines the rules and procedures for:

- a) the reporting of management transactions by members of the Board and of the Executive Committee to the Company; and
- b) the notification of management transactions by the Company to SIX (more precisely, SIX Exchange Regulation).

## **2. Definitions**

Capitalized terms used in this Policy shall have the meanings set forth below or as defined elsewhere in this Policy:

**Company Securities** shall mean

- (a) any shares of the Company;
- (b) any conversion, acquisition and sale right which provides or allows for actual delivery of shares or other rights relating to shares of the Company;

- (c) any financial instrument which provides or allows for cash settlement, and other contracts for difference, and whose value depends on any of the securities pursuant to clause (a) or (b) above.

The following are clarifications of the above definition of Company Securities:

- (d) Financial instruments pursuant to (c) above whose value depends on the performance of any one or more of the securities pursuant to clause (a) or (b) above by less than one third are not subject to reporting.
- (e) Debt securities are not subject to reporting regardless of their correlation with any of the securities pursuant to clause (a), (b) or (c) above.
- (f) Conversion, acquisition or sale rights are subject to reporting, even if such rights are associated with, e.g., a bond. This applies regardless of whether such rights were granted by the Company itself or by a third party, and regardless of whether such rights provide for actual delivery or cash settlement.
- (g) Bonds which give the Company the right or option to redeem the bond through the issuance or delivery of securities pursuant to clause (a), (b) or (c) above are subject to reporting as well.

**Reporting Persons** shall mean all members of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer and other members of the Executive Committee.

### **3. Reporting to the Company by Reporting Persons**

#### **3.1 Scope of Reporting Obligation / Reportable Transactions**

Any Reporting Person is required to report to the Company any transaction in – including without limitation the purchase, sale, grant and subscription of Company Securities (i) if such transaction has a direct or indirect effect on the assets of the Reporting Person or (ii) the execution of which is materially influenced by the Reporting Person (see below).

Transactions may have an "indirect effect" on the assets of a Reporting Person, e.g., transactions concerning joint assets (for example, in the case of communities of heirs, partnerships, including private equity partnerships). A transaction may also affect the assets of a Reporting Person and be subject to reporting based on or in the context of matrimonial property law (e.g., the spouse of a Reporting Person makes a transaction via a securities account that is deemed to belong to the acquired property (*Errungenschaft, acquêts*)).

The following transactions are also subject to reporting:

- a) transactions executed on behalf of a Reporting Person within the framework of an asset management agreement; and

- b) transactions executed by affiliated or related parties, if such transactions are carried out under the material influence of a Reporting Person. Affiliated or related parties may, e.g., include (i) spouses, companions, other family members, persons living in the same household and (ii) legal entities, partnerships, foundations, investment funds, institutions acting in a fiduciary capacity, or other persons, if the Reporting Person (1) holds a management position in, (2) directly or indirectly, legally, economically or *de facto* controls, (3) is a beneficiary of, or (4) has influence on the investment decisions by any such entity, partnership, foundation, institution or person.

If in doubt as to whether a reporting obligation exists, it is every Reporting Person's own responsibility to consult with the Chief Financial Officer of the Company in order to determine whether advice from the Company's outside counsel should be sought.

The following transactions are not subject to reporting:

- c) transactions which are executed on the basis of an employment contract or a compensation scheme, provided that the Reporting Person cannot cause any such transaction to be executed through his or her own decision. As a consequence, the allotment and grant of Company Securities on the basis of a firm contractual arrangement or compensation scheme is generally not subject to reporting. However, the allotment or grant of Company Securities by a Reporting Person to himself or herself and the exercise or sale of any allotted or granted Company Securities are not exempt from and therefore subject to reporting;
- d) the allocation of subscription rights by the Company to existing shareholders based on applicable provisions of Swiss corporate law. However, the purchase and sale of such subscription rights must be reported;
- e) except in respect of Company Securities allotted or granted on the basis of an employment contract or a compensation scheme (see above), the exercise of option rights, including the purchase and sale of underlying Company Securities resulting from such exercise. However, the purchase and sale of such option rights are subject to reporting;
- f) the giving of Company Securities in pledge, usufruct or lending;
- g) inheritances, donations and liquidation of marital property; and
- h) transactions of the Company in (its own) Company Securities.

## 3.2 Reporting Modalities

Any Reporting Person shall report to the Chief Financial Officer any transaction in Company Securities no later than the second (2<sup>nd</sup>) trading day following the transaction on the form provided by the Company and available on the website of SIX. The reporting obligation is triggered by the execution of the relevant transaction (i.e., the legally binding obligation and not the completion or settlement of the transaction triggers the reporting obligation).

#### **4. Notification to SIX by the Company and Publication**

The Company shall report the information received from any Reporting Person in accordance with Section 3 above to SIX Exchange Regulation via the web-based reporting platform operated by SIX. Reporting must occur with respect to each relevant transaction no later than on the third (3<sup>rd</sup>) trading day following the date on which such transaction was reported to the Company.

The Chief Financial Officer of the Company is responsible for the timely reporting to SIX of management transactions reported to the Company in accordance with this Section 4.

#### **5. Sanctions in Case of Violation**

Compliance with this Policy is of utmost importance to the Company, each Reporting Person and the public perception of the Company. Any violation of Article 56 LR and the DMT, on which this Policy is based, may be sanctioned by SIX in accordance with its regulations. Any Reporting Person acknowledges the regulatory duties entailed by signing the form attached hereto as Annex A.

Any violation of the rules set forth in this Policy may be regarded as a serious disciplinary offense which entitles the Company to impose upon the relevant Reporting Person sanctions pursuant to the law and/or the relevant (employment) contract, including termination of the (employment) contract for cause.

It is the responsibility of each Reporting Person to ensure compliance with the rules set forth in this Policy, the LR and the DMT and to determine whether a reporting obligation will be or has been triggered by a specific transaction. In case of doubt, the Reporting Person should consult with the Chief Financial Officer or the Company's legal counsel, as set out in this Policy.

#### **6. Entry into Force**

This Policy shall enter into force as of the first day of trading of the shares of the Company on the SIX.

BioVersys AG



Seng Chin Mah  
Chairman of the Board of Directors



Marc Gitzinger  
CEO and Member of the Board of Directors

## Annex 2

**BioVersys AG**

**Securities Trading Policy**

*February 7,*  
dated as of [■], 2025

### **1. Purpose**

BioVersys AG (the **Company**), a company incorporated in Basel, Switzerland, and listed on the SIX Swiss Exchange Ltd (**SIX**) and all Covered Persons (as defined in Section 2 below) commit to comply with all applicable laws as well as the rules and regulations of the SIX and of the Swiss Financial Market Supervisory Authority FINMA (**FINMA**) with respect to securities trading, abuse of inside information and market manipulation.

This Securities Trading Policy (the **Policy**) serves to ensure that Insiders (as defined in Section 5 below) do not take advantage of information not available to the investing public and do not engage in market manipulation or in certain transactions. Accordingly, this Policy defines the rules and procedures to ensure that:

- (a) Covered Persons do not trade in, or recommend that others trade in, Relevant Securities (as defined in Section 3 below) while possessing Inside Information (as defined in Section 4 below);
- (b) Covered Persons keep Inside Information confidential;
- (c) members of the board of directors (the **Board**) and the Executive Committee (as defined in the Organizational Regulations of the Company in the version of March 2018, as amended from time to time) as well as certain other employees of the Company do not to trade in Relevant Securities during certain Restricted Periods (as defined below); and
- (d) members of the Board and the Executive Committee as well as certain other employees of the Company do not to give false or misleading signals regarding the supply of, demand for or valuation of Relevant Securities.

This Policy is a binding directive issued by the Board.

### **2. Covered Persons**

This Policy applies to all members of the Board and the Executive Committee as well as to any employee or consultant of the Company and its subsidiaries. These persons are referred to as **Covered Persons**.

### 3. Relevant Securities

This Policy applies in relation to:

- (a) any shares of the Company;
- (b) any conversion, acquisition and sale right (e.g., call and put options) which provides for or allows actual delivery of shares or of other conversion, acquisition or sale rights of the Company;
- (c) any debt securities (including, but not limited to, bonds and asset-backed securities);
- (d) any securities issued by a third party (including, but not limited to, financial instruments, index products and equity baskets) whose price or performance is influenced by more than 25% in value by assets of the Company or any instruments issued by the Company;
- (e) any financial instrument, including, for the avoidance of doubt, any derivative instruments, which provides for or allows a cash settlement, other contracts for difference, and non-standardized over-the-counter products the performance of which is dependent on any of the securities pursuant to clause (a), (b), (c) or (d) above; and
- (f) any financial instrument pursuant to clause (e) above whose value depends on the performance of any one or more of the securities pursuant to clause (a), (b), (c) or (d) above (e.g., index products, equity baskets or options on such instruments) by at least one third.

The securities pursuant to (a) through (f) above are defined as **Company Securities**.

This Policy further applies in relation to any securities and/or financial instruments of any third party traded on a regulated market where a Covered Person, in the course of his or her position or employment, acquires confidential information on such third party which is likely to affect the value of those securities, such as the Company planning to launch a public offer for such securities or otherwise planning to undertake a significant commercial transaction with such third party.

All securities listed in this Section, including securities issued by third parties as applicable, are collectively referred to as **Relevant Securities**.

### 4. Inside Information

**Inside Information** refers to facts (including, without limitation, firm intentions, unrealized plans and prospects), other than rumors and speculation, of sufficiently clear and certain nature (as defined below):

- (a) which are confidential (as defined below); and

- (b) which have arisen in the Company's sphere of activity or relate to facts external to the Company (such as knowledge of financial analysis, rating decisions, industry-specific or general economic developments, awaiting publication) or which relate to any Relevant Securities; and
- (c) which are price-sensitive (as defined below).

Information is of **sufficiently clear and certain nature** if it:

- (a) indicates circumstances that exist or may reasonably be expected to come into existence or indicates an event that has occurred or may reasonably be expected to occur and
- (b) is specific enough to enable a conclusion to be drawn as to the possible effect of such circumstances or event on the price of any Relevant Securities.

Information is deemed to be **confidential** if it is not generally available, but restricted to a limited group of people. Information is deemed to be generally available (*i.e.*, in the public domain) if third parties are able to obtain it from generally accessible sources. Information has not been made public as long as *the Company itself* has not publicly disclosed it by way of a media release or public regulatory filing. Rumors, "talk on the street" or third party disclosure, even if widespread and reported in the media, do not constitute a public release until the Company itself has released the relevant information in its entirety.

Information is deemed to be **price-sensitive** if such information is capable of affecting the investment behavior of a reasonable market participant and, thus, of substantially influencing the market price of Relevant Securities to an extent that is considerably greater than the usual price fluctuations.

Examples of such information are set out in Annex 3.

## 5. General Restrictions

A Covered Person who is in possession of Inside Information or is subject to a regular or an ad hoc Restricted Period (as defined below) (the **Insider**) may not:

- (a) directly or indirectly sell, buy, or enter into an option or similar transaction relating to Relevant Securities, whether for his or her own account or for the account of another person;
- (b) disclose Inside Information to anyone other than a person whose position requires him or her to know the Inside Information and who (i) is, or by receipt of such Inside Information becomes, subject to this Policy, or (ii) is subject to a statutory or professional secrecy obligation, or (iii) has executed a written confidentiality undertaking (including standstill); or
- (c) recommend to, induce or instruct another person to sell, buy or otherwise deal in Relevant Securities.

The prohibitions under this Section above shall not apply if:

- (a) a Covered Person, at a time when he or she did not possess Inside Information, had entered into a binding contract or provided instructions to another person to sell, buy or otherwise deal in Relevant Securities or was subject to a written plan for the trading in Relevant Securities; and
- (b) the contract, instruction or written plan does not allow the Covered Person to exercise any subsequent influence over when, whether or at what price to effect purchases or sales of Relevant Securities; and
- (c) no alteration to, or deviation from, the original contract, instruction or plan was made after the Covered Person came into possession of the Inside Information.

## 6. Specific Restrictions

### 6.1 Members of the Executive Group

Under this Policy, members of the Board and members of the Executive Committee and employees directly reporting to them including their respective staff having access to Inside Information (all such persons are referred to as members of the **Executive Group**) are subject to specific restrictions on trading in the Relevant Securities due to their access to confidential information on a regular basis. These restrictions apply in addition to those set forth in Section 5 above.

### 6.2 Clearing of Dealings in Relevant Securities

A member of the Executive Group must not deal in any Relevant Securities without obtaining clearance to deal in advance in accordance with this Section 6.2:

- a) A member of the Board or a member of the Executive Committee (other than the Chairman of the Board (the **Chairman**)) must not deal in any Relevant Securities without first notifying the Chairman (or a Board member designated by the Board for this purpose) and receiving clearance to deal from him.
- b) The Chairman must not deal in any Relevant Securities without first notifying the Vice-Chairman of the Board (the **Vice-Chairman**) and receiving clearance to deal from him or, if the Vice-Chairman is not present, without first notifying the Chief Executive Officer, and receiving clearance to deal from him.
- c) Other members of the Executive Group must not deal in Relevant Securities without first notifying the Chief Financial Officer and receiving clearance to deal from him or her.

A response to a request for clearance to deal must be given to the requesting member of the Executive Group within three (3) business days of the request being made.

The Company must maintain a record of the response to any dealing request made by a member of the Executive Group and of any clearance given. A copy of the response and clearance (if any) must be given to the requesting member of the Executive Group.

A member of the Executive Group who is given clearance to deal in accordance with this Section must deal as soon as possible and in any event within two (2) business days of clearance being received.

### **6.3 Regular Restricted Periods for the Executive Group**

For a member of the Executive Group, trading in Relevant Securities is prohibited during the following **regular Restricted Periods**, regardless of whether such member is in possession of Inside Information:

- a) the period starting two (2) weeks prior to the end of any half yearly reporting period of the Company and ending one (1) full trading day following the respective public release of semi-annual results;
- b) the period starting two (2) weeks prior to the end of any yearly reporting period of the Company and ending one (1) full trading day following the respective public release of annual results;
- c) the period starting two (2) weeks before any public earnings release of the Company and ending one (1) full trading day following such public release; and
- d) the period starting four (4) weeks prior to the first public release of an offering memorandum for the issuance of Relevant Securities and ending one (1) full trading day following such public release.

### **6.4 Ad hoc Restricted Periods**

The Chairman, the Chief Executive Officer or the Chief Financial Officer may, in their sole discretion, impose **Ad Hoc Restricted Periods** from time to time where they consider it necessary or appropriate, including (without limitation) where Inside Information exists or where restrictions are required or appropriate to comply with regulatory or other requirements. Whenever an Ad Hoc Restricted Period is imposed, the Covered Persons who are to such Ad Hoc Restricted Period and the restrictions on trading that will apply shall be defined. An Ad Hoc Restricted Period imposed in connection with Inside Information shall end one (1) full trading day after such Inside Information has been made public by the Company in its entirety or deemed by the imposing person to no longer qualify as Inside Information.

The Chief Financial Officer shall notify any Restricted Period to all Covered Persons to whom such restrictions shall apply.

## 7. Sanctions in Case of Violation

Compliance with this Policy is of utmost importance to any Covered Person and the Company.

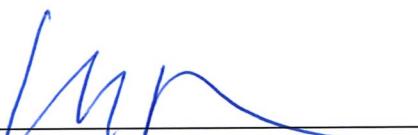
Any violation of the rules set forth in this Policy will be regarded as a serious disciplinary offense which entitles the Company to impose sanctions pursuant to the law and/or the relevant (employment) contract on the Covered Person concerned, including termination of the (employment) contract for cause. In addition, violation of these rules, in particular those on insider trading, may be subject to criminal sanctions (fines and/or imprisonment) under applicable legislation.

It is each Covered Person's responsibility to ensure compliance with the rules set forth herein. In case of doubt, it is each Covered Person's responsibility to consult with the Chief Financial Officer.

## 8. Entry into Force

This Policy shall enter into force as of the first day of trading of the shares of the Company on the SIX.

BioVersys AG



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Seng Chin Mah  
Chairman of the Board of Directors



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Marc Gitzinger  
CEO and Member of the Board of Directors

## **Annex 3**

### **Examples of Inside Information**

- a) material financial information, including any information about financial results (annual or interim) and significant changes in financial results and/or financial condition;
- b) material changes in the structure of the Company, including mergers, substantial acquisitions or disposals (in financial terms or in strategic terms), far reaching restructuring within the Company, significant joint ventures, collaboration or changes in assets;
- c) changes in the capital structure, including board decisions on capital increases or reductions, changes in dividends or in the rights of shareholders, share buybacks;
- d) material changes in the Company's earnings development, unforeseen sharp fall in earnings, surprising large-scale losses or unforeseen and remarkable earnings growth, which substantially change the general financial picture of the Company;
- e) important changes in the Company's course of business, including new strategic direction, conclusion or dissolution of strategic alliances and/or collaborations, withdrawal of products from the market, major liability cases or radical market changes, conclusion of material contract;
- f) all changes in the top management, that is, all changes within the Board or the Executive Committee;
- g) resignation or replacement of the auditors;
- h) suspension of or drastic reduction in dividend payments, liquidity problems, impending suspension of payments or auditor notification that the company may no longer rely on the auditor's report, all at the level of the Company;
- i) significant developments regarding customers or suppliers, including the acquisition or loss of a significant customer or supplier.

*The list above is not exhaustive. In case of doubt whether actual facts amount to Inside Information, the Chief Financial Officer should be consulted.*

## **Annex 4**

### **Confidentiality Undertaking**

This Confidentiality Undertaking (the **Undertaking**) is made as of [insert date] by and between [insert name of the group company] (the **Company**) and [insert third party name advising, consulting, providing other services to or otherwise dealing with the Company] (the **Insider**).

#### **WHEREAS**

The Company wishes to provide the Insider with certain information relating to [insert appropriate description of project/facts entailing Inside Information] (the **Matter**) which is confidential and proprietary, may qualify as Inside Information and therefore require disclosure in accordance with applicable disclosure rules and regulations (such information is **Company Confidential Information**, as further defined in Section 2 below).

The Company is required and wishes to protect disclosure of such Company Confidential Information.

**NOW, THEREFORE**, the undersigned undertakes as follows:

#### **1. Confidentiality Obligations**

##### **1.1 Protection of Company Confidential Information**

Except as permitted by Section 3 below, the Insider agrees that it will not, and will procure that any current or former directors, officers, employees or third party representatives (collectively the **Representatives**) will not, disclose to any other person any Company Confidential Information, and will only use Company Confidential Information for the sole purpose of providing services to the Company in connection with the Matter.

The Insider agrees that it will, and will procure that any of its Representatives will, (i) preserve the secrecy of the Company Confidential Information, (ii) take adequate precautions at all times and enforce such precautions to preserve the secrecy of the Company Confidential Information and (iii) take all actions reasonably necessary to prevent any unauthorized person from obtaining access to the Company Confidential Information. In particular, the Insider shall limit the number of Representatives to those who need to know such Company Confidential Information to be capable of performing their obligations towards the Company in connection with the Matter. Upon disclosure of Company Confidential Information to any Representative, the Insider shall immediately notify the Company of such disclosure to enable the Company to update its insider list.

## 1.2 Prohibition from Trading Based on Company Confidential Information

The Insider acknowledges that the Company Confidential Information may constitute inside information within the meaning of article 2(j) and article 142 of the Swiss Federal Financial Markets Infrastructure Act and/or Article 53 of the Listing Rules of SIX Swiss Exchange and agrees that it will not, and will procure that any Representative will not, sell, buy, enter into any commitment to sell or buy, or otherwise trade in, any Relevant Securities, or recommend to any person to sell, buy, enter into any commitment to sell or buy, or otherwise trade in, any Relevant Securities prior to the end of business on the second (2<sup>nd</sup>) trading day after the Company Confidential Information has been publicly disclosed by the Company in its entirety.

## 2. Definitions

- (a) For purposes of this Undertaking, **Company Confidential Information** shall mean any information furnished by the Company or any of its affiliates or any of its or their Representatives to the Insider or to any of its Representatives, whether before or after the date of this Agreement, including any reports, analyses, compilations, memoranda, notes and other writings prepared by the Insider or any of its Representatives which contain, reflect or are based upon such information. To the extent the Insider, in the course of providing services to the Company or any of its affiliates, develops or assists in developing confidential information relating to Company Confidential Information, such information shall also be deemed Company Confidential Information.
- (b) For purposes of this Undertaking, the term **Company Confidential Information** shall not include information that:
  - (i) was in the public domain at the time it was provided to the Insider or was already lawfully disclosed to the public by a third party at the time the Insider became aware of it;
  - (ii) lawfully entered the public domain through no fault of the Insider;
  - (iii) was in the Insider's possession free of any obligation of confidentiality at the time of the communication thereof to the Insider, unless such information relates to the Matter; or
  - (iv) was lawfully received by the Insider from a third party which was not under an obligation of confidentiality with respect thereto, unless such information relates to the Matter.
- (c) For purposes of this Undertaking, Inside Information shall be deemed to be in the "public domain" or "publicly disclosed" only at the end of business on the second (2<sup>nd</sup>) trading day after the Company Confidential Information has been publicly released in its entirety.
- (d) The Relevant Securities shall mean:

- (i) any shares of the Company;
- (ii) any conversion, acquisition and sale right (e.g., call and put options) which provides for or allows actual delivery of shares or of other conversion, acquisition or sale rights of the Company;
- (iii) any debt securities (including, but not limited to, bonds and asset-backed securities);
- (iv) any securities issued by a third party (including, but not limited to, financial instruments, index products and equity baskets) whose price or performance is influenced by more than 25% in value by assets of the Company or any instruments issued by the Company;
- (v) any financial instrument, including, for the avoidance of doubt, any derivative instruments, which provides for or allows a cash settlement, other contracts for difference, and non-standardized over-the-counter products the performance of which is dependent on any of the securities pursuant to clause (i), (ii), (iii) or (iv) above;
- (vi) any financial instrument pursuant to clause (v) above whose value depends on the performance of any one or more of the securities pursuant to clause (i), (ii), (iii) or (iv) above (e.g., index products, equity baskets or options on such instruments) by at least one third; and
- (vii) any securities and/or financial instruments of any third party traded on a regulated market where the Insider, in the course of its position or employment, acquires Company Confidential Information on such third party that is likely to affect the value of those securities, such as the Company planning to launch a public offer for such securities or otherwise planning to undertake a significant commercial transaction with such third party.

### **3. Exceptions Relating to the Disclosure of Company Confidential Information**

Section 1(a) does not prohibit the disclosure of any Company Confidential Information by the Insider:

- (a) as may be required by (i) law, governmental or other regulation binding upon the person disclosing such information or (ii) any governmental or regulatory authority having jurisdiction over the Insider; provided, however, that (x) the Insider shall provide prior notice of and seek, to the extent possible, prior consultation with and instructions from the Company regarding such disclosure, and (y) any such Company Confidential Information so disclosed shall be marked as confidential at the time of delivery to such authority or body; or
- (b) with the prior written consent of the Company.

#### **4. Liability**

In case of breach of any obligation of the Insider under this Undertaking, the Insider agrees to be fully liable to the Company for any expenses, losses, costs, claims or damages suffered or incurred by the Company or any of its affiliates.

#### **5. Severability**

Should any part or provision of this Undertaking be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Undertaking shall nonetheless remain valid.

#### **6. Governing Law and Jurisdiction**

This Undertaking shall be governed by, and construed in accordance with, the substantive laws of Switzerland.

#### **7. Jurisdiction**

All disputes arising out of or in connection with this Undertaking, including disputes on its conclusion, binding effect, amendment and termination, shall be resolved exclusively by the competent courts of the city of Basel, Switzerland.

Place and date: \_\_\_\_\_

---

Name:

Function:

## **Annex A**

### **Acknowledgement**

As [insert function] of BioVersys AG (the **Company**), I acknowledge that I am aware that (i) I have to report to the Company any transaction in Company Securities (as defined in the Policy on Transactions of Directors and Management effective as of [insert date], a copy of which I have received) (x) if such transaction has a direct or indirect effect on my assets or (y) the execution of which is influenced by myself.

I confirm that I have read the Policy on Transactions of Directors and Management and understand the implications of a violation of the rules and principles set forth therein for myself and the Company.

In particular, without limitation, I acknowledge and understand that a violation of the rules and principles set forth in the Policy on Transactions of Directors and Management may be sanctioned under applicable regulations and may constitute cause for termination of my (employment) agreement with the Company, depending on the particular circumstances.

Place and date: \_\_\_\_\_

---

Name:

Function: