

Mr.
Francisco Barbosa
Passeig Bonanova 105,esc A, 3º,2º
08017 Barcelona, Spain

Basel, September 22, 2021

Your employment contract

Dear Francisco

We refer to the discussions with you and are pleased to send you a corresponding employment offer.

We kindly ask you to return a signed copy of the contract within the next few days and to enclose the following documents or send them by e-mail to HRServices.ch@straumann.com. You will find our regulations and other documents attached to this email.

- Signed Contract
- Completed personnel sheet
- Electronical picture (.jpg file; min. 400x400 pixels) for badge preparation
- Copy of your passport / identity card
- Copy of your CH bankcard (IBAN Number, as soon as available)
- Copy of AHV-IV insurance card or Swiss health insurance card for AHV number (if available)
- Copy of your work permit (as soon as provided)
- Completed ELM form

As Health Care Insurance is a matter of private, we highly recommend to inform yourself at www.comparis.ch.

If you have any questions, please do not hesitate to contact us.

We look forward to welcoming you to our company soon and wish you a good time until then.

Best regards
INSTITUT STRAUMANN AG

Katrin Kogler
HR Shared Services

EMPLOYMENT CONTRACT

between

Institut Straumann AG, Peter Merian-Weg 12, 4052 Basel
(Employer)

and

Mr. Francisco Barbosa, Passeig Bonanova 105,esc A, 3º,2º,
08017 Barcelona, Spain
(Employee)

Start date:	January 1, 2022
Work location:	The place of work is Basel. However, the employee might be required to work at other operating sites if ordered to do so by the employer.
Position:	Global Head of DSO Executive Customer Engagement In this function you are reporting to the Head DSO Enterprise Solutions.
Hierarchy:	Director
Workload:	100%
Base salary:	Yearly gross salary * CHF 185'000.00 (p.r.t.) *) Paid in 12 monthly installments
Short-term Incentive (STI):	<p>You are eligible to participate in the variable compensation plan.</p> <p>Your annual STI Target is 20 % (in CHF) of your Base Salary (p.r.t.)</p> <p>The STI payment is made only upon successful achievement of the target(s). The targets are set annually by the Executive Management Board and approved by the Board of Directors. Target achievement is determined in accordance with the General Terms and Conditions for STI.</p> <p>The variable compensation plan corresponds to a voluntary gratuity (paragraph 8 of the General Terms and Conditions) and there is no entitlement to a pro rata payment in the event of resignation (paragraph 10 of the General Terms and Conditions).</p>
Deductions:	The Employer will deduct from all payments the Employee's statutory contributions and the contributions in accordance with the applicable regulations to AHV/IV/EO/ALV, accident insurance and pension funds, as well as tax at source, if applicable.
Probation period:	none
Termination period:	6 months (termination to the end of month)
Special agreements:	<p>The agreement not to compete forms an integral part of this contract.</p> <p>The years of service of the pre-existing employment relationships with the Straumann Group are credited. The date for calculating the years of service is the January 1, 2018 .</p>
Additional payments and services:	<p><i>Temporary furnished apartment</i></p> <p>The employer provides you and your accompanying family with a temporary furnished apartment for up to 3 months. The costs are subjected to Swiss social security insurance and tax contribution.</p> <p><i>Relocation allowance</i></p> <p>You are entitled to a relocation allowance in the amount of CHF 32'000.00 gross (which will be approx. CHF 20'000.00 net), which is paid as a one-time allowance with the first salary payment. This amount is subject to social security/tax.</p>

Relocation support

The company covers the relocation costs from the current residence to Switzerland. Relocation assistance includes: a flight to Switzerland for you and your accompanying family (according to the applicable global travel policy), the cost of moving household goods from the current primary residence to Switzerland (40' high cube container + 525kg air freight) and assistance in finding housing.

Settling-in Service:

You are entitled to a settling-in incl. House search service with our external partner. The invoice will be settled directly by the employer.

International Schooling:

For the year 2022 and 2023, the employer shall cover the annual fees for you to send your children to the International School in the Basel Area. The costs covered are limited to application fees, enrolment fees, and annual or semi-annual tuition costs. Other fees or costs associated with the International School are on your charge.

Tax advisory

For the year of entry in 2022 and for the following year 2023, you will receive tax support (in the country of departure and Switzerland), provided that the service provider used worldwide is used.

If the employment contract is terminated within the first 12 months after the start of the employment at Straumann HQ, Switzerland, you are obliged to reimburse the total amount of the above mentioned payments and benefits (excluding the rental cost for the temporary apartment). The Employer reserves the right to offset the amount to be paid against your salary.

Pension fund:

GEMINI Sammelstiftung, Vorsorgewerk Institut Straumann AG

Work permit:

The employment contract only becomes effective provided that the necessary cross-border commuter/residence permit has been approved or a valid swiss passport / ID is available.

For social security reasons, the activity including home office of cross-border commuters in the country of residence may not exceed an annual average of 24.99% of the total working time. These travel days / working days abroad are recorded in SAP Self-Service. A corresponding regular monitoring takes place between the supervisor and the employee.

Integral parts:

- Employee Regulations
- Benefit Guide
- Employee Working Time Regulations
- Employee Share Regulations
- STI Plan - Variable Compensation Plan
- Pension plan
- Remote Work Policy
- Code of Conduct
- IT-Guidelines

Applicable is the respective valid version of these documents.

Applicable law and jurisdiction:

The employment contract is subject to Swiss law. Disputes arising in connection with this contract shall be decided exclusively by the ordinary courts of Basel-Stadt, Switzerland.

INSTITUT STRAUMANN AG

Rahma Samow
Global Head Dental Service Organization
Executive Vice President



Renata Putnik
Head of HR Business Partnering
Vice President

The Employee



Francisco Barbosa

Basel, September 22, 2021 / kko

AGREEMENT NOT TO COMPETE

The Employee has access to the customer base as well as manufacturing, industrial and commercial secrets of Institut Straumann AG. Upon termination of the employment the Employee shall be bound by a covenant not to compete. The covenant extends to the entire business area of Straumann group, including in particular but not limited to oral implants, bone and soft tissue regeneration in the field of dentistry, software for dental purposes, equipment for dental laboratories, dental CAD/CAM technology and related restorative prosthetics. The Employee is not allowed to undertake any competing activities in this area. The employee is in particular not allowed to run any business at his or her own costs which competes with Institut Straumann AG or any company belonging to Straumann group, nor is the Employee allowed to work for such business in any form whatsoever or to acquire or hold shares or stakes in such business.

The covenant applies worldwide. It starts on the day on which the employment ends and lasts for one year.

In case of breach of the covenant by the Employee, the Employee shall pay Institut Straumann AG liquidated damages in an amount equalling the salary and any other remuneration the Employee received during the six calendar months prior to the breach (including 13th monthly salary and any cash bonus received). If the Employee continues to breach the covenant, such amount of liquidated damages shall become due each and every month during which the breach continues. Paying the liquidated damages shall not release the Employee from his or her duty to comply with the covenant. In addition to the liquidated damages the Employee shall pay Institut Straumann AG compensation for any and all damage which is not compensated by the liquidated damages. In addition to the claims for liquidated damages and additional compensation, Institut Straumann AG shall be entitled to obtain an injunction preventing the Employee from commencing and continuing competing activities, including an injunction forcing the Employee to abandon any employment with a competitor.

The covenant shall cease to exist if Institut Straumann AG terminates the employment for a reason other than good reason in the sense of Article 340c(2) CO caused by the Employee or if the Employee terminates the contract for good reason in the sense of Article 340c(2) CO caused by Institut Straumann AG.

Institut Straumann AG shall compensate the Employee monthly for proven loss of earning for the duration of the covenant. Such monthly compensation shall not exceed the last monthly base salary received by the Employee (net base salary). No compensation shall be due unless the Employee makes every effort and explores all options to find work suitable for his or her capabilities. No compensation shall become due unless the Employee informs the Employer prior to entering into a new employment contract, which could lead to a breach of the covenant, of his or her intention to sign such contract, providing the Employer with an opportunity to inform the Employee within 14 days whether or not Institut Straumann AG fully or partially waives the covenant. In any case any and all salary, remuneration, compensation and other income which the Employee receives from commercial or other professional activities, as benefits or in the form of insurance payments shall be deducted from the compensation due from the Employer.

The Employee



Place and date: __Barcelona, September 22, 2021__

Francisco Barbosa