

## General Terms and Conditions of REM CAPITAL AG (as at December 2019)

The following General Terms and Conditions (GTC) apply to all contracts between REM CAPITAL AG and the respective clients. Conflicting terms and conditions of the client are not valid unless they have been recognized in writing by REM CAPITAL AG.

### 1. Scope and execution of the order

- (a.) The specific content and scope of the activity or service to be provided by REM CAPITAL AG shall be based on the written order agreed in the individual case.
- (b.) REM CAPITAL AG carries out all work with the utmost care and always with the client's situation and needs in mind.
- (c.) REM CAPITAL AG to execute the order on the basis of the documents and figures made available and the information provided. REM CAPITAL AG is not responsible for verifying the accuracy, completeness and correctness of the documents and figures made to us or the information provided. This also applies if plausibility checks are to be carried out by REM CAPITAL AG within the scope of the order placed, which based solely on the information, data or documents provided by the client and do not involve their verification.
- (d.) REM CAPITAL AG does not provide legal or accounting services as well as tax advisory activities.

### 2. Confidentiality

REM CAPITAL AG is obliged to maintain secrecy towards all persons about all facts that come to its knowledge in connection with the execution of the order, unless the client releases REM CAPITAL AG from this obligation in writing. All employees of REM CAPITAL AG are bound to secrecy in this sense.

REM CAPITAL AG undertakes to comply unconditionally with the Federal Data Protection Act.

### 3. Liability

- (a.) REM CAPITAL AG is liable for its own fault within the scope of the order carried out by REM CAPITAL AG, insofar as the contractual breach of duty was caused intentionally or through gross negligence.
- (b.) Otherwise, REM CAPITAL AG is only liable for foreseeable damages caused by the breach of cardinal contractual obligations.
- (c.) Furthermore, the liability of REM CAPITAL AG is limited, to the extent permitted law, to the value half of the agreed success fee. The liability REM CAPITAL AG is excluded to the extent permitted by law.
- (d.) REM CAPITAL AG is not liable for the implementation of such decisions if the client implements the results of the consultation in its own business decisions after the consultation has been carried out. REM CAPITAL AG is also not liable for the economic success of these decisions. This also applies if the client commissions REM CAPITAL AG to assist him in the implementation of the consulting result. In this respect, REM CAPITAL AG acts on behalf of, for the account of and at the risk of the client.

- (e.) The possible liability of REM CAPITAL AG is limited in each case to an upper limit of EUR 500,000 for proven damages.

### 4. Obligation of the client to cooperate

- (a.) The client is obliged to cooperate insofar as this is necessary for the proper execution of the order. To this end, the client shall provide REM CAPITAL AG with the documents, figures and information required for the execution of the order in full and with correct content.
- (b.) If the client does not provide the cooperation required of it or does not provide it in full upon request by REM CAPITAL AG, REM CAPITAL AG is entitled but not obligated to terminate the concluded contract without notice. After pronouncement of the termination without notice due to a lack of sustained failure to cooperate, REM CAPITAL may invoice the agreed or forecast total remuneration less expenses saved due to the premature termination of the contract.

### 5. Termination of the order

- (a.) The contract shall end upon fulfillment of the agreed services by REM CAPITAL AG, upon expiry of the agreed contract term or upon termination in accordance with the contract.
- (b.) If the purpose of the contract can no longer be achieved and the contractually owed success becomes impracticable as a result, the client undertakes to pay a reimbursement of expenses in accordance with the agreement reached in the individual case of the mandate.

### 6. Correspondence by e-mail, verbal information

- (a.) In order to accelerate order processing REM CAPITAL AG will also exchange information and documents with the client electronically without a separate encryption procedure. To the extent permitted by law and except for intent and gross negligence, REM CAPITAL AG assumes no liability for any damages incurred by the customer or third parties as result of such transmission.
- (b.) Information is regularly provided in writing.

### 7. General information

- (a.) Amendments and supplements to the contract must be made in writing. The requirement of the written form can only be waived by a written agreement between the contracting parties.
- (b.) The law of the Federal Republic of Germany shall apply exclusively to all claims arising from the contract.
- (c.) The place of performance and jurisdiction is Stuttgart.
- (d.) If individual provisions of the GTC are or become invalid, this shall not affect the validity of the remaining provisions (severability clause). In this case, the contracting parties shall replace the invalid provision with another provision that comes as close as possible to the economic purpose of the invalid provision