

ANNEXE - GENERAL TERMS AND CONDITIONS OF CFP

1. SCOPE OF APPLICATION

1.1. These general terms and conditions are applicable for all services in the form of consultation, project management and other activities, which CFP Business Consulting AG (hereinafter referred to as: CFP) carries out for its customers, unless something else is mandatorily prescribed by law in individual cases, or unless otherwise explicitly agreed in writing by the parties.

2. GENERAL CONTENT OF THE CONTRACT

2.1. The subject of the contract is the activities to be carried out by CFP that have been agreed upon for individual cases and not the guarantee for the occurrence of certain economic or other consequences. Notwithstanding the handover of certain work results, for this reason CFP cannot make any statements in the form of prospects, forecasts or recommendations in terms of a guarantee regarding the occurrence of relevant circumstances.

2.2. Deadlines are considered as general objectives, unless they have been explicitly agreed upon as binding commitments.

2.3. Recommendations, statements, presentations etc. are binding only if they have a legally valid signature. Similarly, other work results are binding if there are valid signatures in a relevant covering letter. Interim reports and preliminary results, the blueprint of which is explicitly defined or is derived from the circumstances, may significantly differ from the final result and hence are non-binding.

2.4. In connection with the implementation of a Performance Management solution (IT solution of a third-party provider related to group accounting, planning and reporting) services are provided based on the expense, unless a cost ceiling is explicitly agreed upon. A project manager is appointed for a project who manages and takes responsibility for the schedules, tasks and the budget. Support with respect to potential tests, supervision and troubleshooting of the software are never included in a cost ceiling. CFP cannot assume any responsibility for the software functionalities and interface solutions. It always involves an IT solution by a software provider; the solution provides certain functions and the consulting and implementation takes place in that context.

2.5. Consultation on tax matters, even at the highest level, is based on the interpretation of laws and the experiences with authorities. Hence, the conclusions and views given equate to opinions that are rarely based on absolute certainty. Furthermore, tax laws and their interpretations and policies of the authorities are subject to changes which could have negative effects on the advice given previously. Therefore, CFP cannot assume any liability for it or take any responsibility for penalties and interest payments which may be imposed on the customer by the authorities.

2.6. Consultation regarding the structure of the company or the group of companies and financing in the context of debt financing or/and equity financing takes place in co-ordination with the financiers, and for doing so the basic conditions of the relevant financiers are always applicable. Hence, CFP cannot give any guarantee for a definitive confirmation of financing or for growth in results. In addition, CFP cannot assume liability or take responsibility for legal consequences, penalties or interest payments. The structuring and financing is always done in co-ordination with customers.

2.7. CFP can deploy suitable third parties to provide its services.

2.8. Subsequent changes to the content of the service are subject to an appropriate adjustment of the agreed fee, other expenses and costs.

3. CO-OPERATION BY CUSTOMERS

3.1. Without having to make a special request, customers must provide all the information and documents in time to CFP which are required for the proper provision of services.

3.2. CFP may assume that the documents handed over and the information given and the statements made are always correct and complete.

3.3. Especially for compiling figures for assessments, making a budget etc. it is assumed that the relevant information is available to fulfil these tasks. CFP does not take any responsibility for the projections and the underlying assumptions. That responsibility lies with the customer. CFP also does not take any responsibility if confirmations of assessments are used for advertising to investors. The customer communicates to the potential investors that the assessment is not a replacement for own evaluation or due diligence. It is the sole responsibility of potential investors to check the documents on their own and to assess them.

3.4. Opinions, reports etc. about the company are always consulting assignments and hence are not subject to the requirements of the audit oversight authority or the requirements of the organisation of representatives of auditors.

3.5. For the implementation of Performance Management solutions (IT solution third parties) it is imperative that the customer contribute at least 1.5 -3 x the time budget, as per the estimated external expense. Especially mechanical data delivery, migration of data and compiling existing statements is the responsibility of the customer.

3.6. The results are used only in the context of the issued mandate. CFP assumes that the customer will check the documents and notify CFP if there are any errors of fact or if essential points are missing. Otherwise, CFP can assume that there were no such facts or potential developments which influence the results of the work. CFP must confirm the potential transfer to third parties.

4. EXCHANGE OF INFORMATION

4.1. The parties commit to maintain secrecy on all the confidential information which they learn because of or in connection with the acceptance or provision of services in the scope of fulfilling the contractual relationship. Confidential information includes all facts, methods and knowledge, which are not publicly known or are not publicly accessible at least in their practical application in the context of fulfilling the contractual relationship. An exception to this is the transfer of confidential information for protecting own legitimate interests, as long as the respective third party is similarly obligated to maintain secrecy. The obligation to maintain secrecy shall be effective even after the contractual relationship has ended.

4.2. This obligation does not hinder CFP from fulfilling the same or similar contracts for other customers, while maintaining secrecy.

4.3. The parties can use electronic media like phone, fax and email to communicate in order to fulfil the contractual relationship. Electronically transferred data can be collected, destroyed, manipulated or otherwise negatively influenced and it can get lost because of other reasons or it can be received incomplete or with a delay. Therefore, each party must take reasonable precautions on its own to ensure the proper transfer and receipt and to detect faulty technical elements or faulty content-related elements.

4.4. CFP can process the information obtained by it, especially even the personal data of the customers, in the computer system or get it processed by third parties. As a result, the information becomes accessible even to persons who work on the system, support, monitoring as part of the process. CFP ensures that the relevant persons are also subjected to comply with the obligation to maintain secrecy.

5. PROPERTY AND USAGE RIGHTS

5.1. All property rights such as intellectual property rights and licensing rights to the contacts established by CFP, especially with potential financiers, as part of fulfilling the contractual relationship, rights to the prepared documents, products or other work results including rights to the know-how developed or used for it are available only to CFP notwithstanding the co-operation between CFP and the customer.

5.2. CFP grants the customer a permanent non-exclusive and non-transferable usage right in each case for exclusive personal use, to the documents, products and other work results given to him, including rights to the relevant know-how.

5.3. The use of contacts, documents, products and other work results or parts of it and individual statements belonging to CFP, and the transfer of these to third parties by the customer is allowed only with the express written approval of CFP. Without the written consent of CFP, the conditions agreed upon in the contract of mandate shall apply in any case.

5.4. The customer shall refrain from making changes to the documents given by CFP, especially to the binding reports. The same applies for products and other work results, unless their purpose is further processing to be done by the customer.

5.5. Making a reference to the existing contractual relationship between the parties, especially in the context of an advertisement or as a reference is permitted only if there is mutual understanding between the two parties.

6. FEES AND EXPENSES

- 6.1. The fee to be paid to CFP is agreed upon separately in writing for every order or project, unless otherwise agreed in writing.
- 6.2. Apart from the entitlement to a fee, CFP is entitled to the reimbursement of other expenses incurred (postage, phone, special material, fees etc.) and third party fees, if the deployment of third parties or third party services were approved by the customer, and for travel expenses, unless otherwise agreed in writing.
- 6.3. If CFP deploys third parties to provide its services, then the customer is obligated, upon request, to directly settle the fees and expenses incurred for that third party and to release CFP from fulfilling obligations.
- 6.4. The travel time shall be considered work time, unless otherwise agreed in writing.
- 6.5. Cost estimates are based on estimates of the scope of activities which are inevitably required and are compiled on the basis of the data given by the customer. Therefore, these estimates are not binding for the final calculation of the fee.
- 6.6. Cost estimates and other details of fees or other expenses and travel expenses are exclusive of VAT and any other country-specific taxes and duties.
- 6.7. CFP can demand appropriate advance payments for fees, other expenses and travel expenses, and therefore make individual or regular interim invoices for the activities done, other expenses and travel expenses. If an advance payment is demanded, or if an interim invoice is issued, CFP can make the provision of further activities contingent on the complete payment of the claimed amount.
- 6.8. Fee invoices and bills of other expenses, travel expenses must be paid within 30 days from the invoice date to the account specified by CFP; receipt of payment by CFP is decisive for the date of payment.
- 6.9. For payments that are not made in time, CFP reserves the right to charge an additional lump-sum reminder fee and default interest amounting to 5 % p.a..

7. LIABILITY

- 7.1. CFP shall be liable for intentional or grossly negligent violation of its obligations.
- 7.2. For grossly negligent violation of its obligations, the liability, to the extent permitted by law, is limited at the maximum to the amount of the fee paid to CFP for the relevant order in the respective calendar year.
- 7.3. Liability for indirect and consequential losses is excluded. Any further liability of CFP, its auxiliary persons and of third parties commissioned by CFP, for damages of any kind, is explicitly excluded.
- 7.4. Information, statements, consultations or recommendations communicated orally or by telephone are given to the best of our knowledge and belief. However, it is binding only if it is confirmed in writing.
- 7.5. Liability for the measures recommended by CFP being a success is excluded. This is also applicable if CFP is involved in the implementation of the recommended plans and/or measures.
- 7.6. Liability of CFP shall also be ruled out if the damage suffered is because of incorrect or incomplete information or documents provided by the customer. The same applies if the circumstances giving rise to such liability are not notified by the customer in writing to CFP within 14 calendar days of finding them.
- 7.7. Legal actions which result from or in connection with the order (or a variation or addition to it) must be initiated within six months from the date of discovery by the customer or when the fault should have normally been noticed by the customer.

8. DATA PROTECTION

- 8.1. If personal data has to be processed by CFP in the scope of fulfilment of this contract, the customer gives consent to obtain or be responsible for processing such data of all relevant persons as defined by Art 6 para. 1 lit a. GDPR (General Data Protection Regulation).
- 8.2. The customer must ensure that the relevant persons are informed about their right of withdrawal and other rights to enter into contracts in connection with the processing of personal data, which are enshrined in the GDPR (esp. Art 15 to 21 GDPR).

9. GUARANTEE

- 9.1. Consultation on tax matters is based on the interpretation of laws and the experiences with authorities. Hence, the conclusions and views given equate to opinions that are rarely based on absolute certainty. Furthermore, tax laws and their interpretations and policies of the authorities are subject to changes which could have negative effects on the advice given previously. Therefore, CFP cannot assume any liability for it or take any responsibility for penalties and interest payments which may be imposed on the customer by the authorities.
- 9.2. We cannot be held liable under any circumstances for losses, damages, costs or expenses which arise from illegal actions, misinterpretations or intentional non-compliance by the customers or by customer's authorised signatories.
- 9.3. Insofar as claims for compensation exist beyond that, clause 7 applies.

10. TERMINATION OF THE CONTRACT AND ITS CONSEQUENCES

10.1. The contract can be terminated by either parties at any time in writing with immediate effect, or it can be terminated ordinarily upon the expiry of a certain date.

10.2. In case of an ordinary termination of the contract, the customer must pay for the services provided till the termination of the contract on the basis of the effective hourly fee and the respective applicable hourly rates plus the expenses incurred. In addition, the customer must fully indemnify CFP.

11. GENERAL INFORMATION

11.1. This contract is governed by the law of Liechtenstein.

11.2. The competent court at the place of business of CFP has exclusive jurisdiction for all disputes arising from this contract, unless another court has exclusive jurisdiction because of mandatory legal provisions.

****End of the terms and conditions of CFP ****