

## General Engagement Terms

This is an English translation of the German text, which is the sole authoritative version

### 1. Scope

(1) These engagement terms shall be applicable to contracts between VALNES Corporate Finance GmbH (hereinafter "VALNES") and its clients, save where terms to the contrary have been expressly agreed to in writing or are required by law.

(2) If, in an individual case, contractual relations have also been established by way of exception between VALNES and persons other than the client, the provisions of No. 8 below shall also apply to such third parties.

### 2. Scope and performance of the engagement

(1) The subject of VALNES's engagement is the performance of agreed services – not a particular economic result. The commissioned work shall be performed in accordance with technical and expert knowledge, applying current expertise and experience. The selection of service providers (either employees and/or freelancers) shall remain at the discretion of VALNES, provided that the work is carried out in an appropriate and timely manner.

(2) The application of foreign law shall require an express written agreement, except with regard to financial attestation.

(3) In cases of force majeure, which may impede or preclude performance on the part of VALNES, VALNES may postpone discharge of its obligations for the duration of the hindrance or for an appropriate period of time. Strikes, lockouts or similar circumstances which may affect VALNES are considered to be force majeure.

### 3. The client's duty to inform

(1) The client must ensure that VALNES is provided in good time with all supporting documents and records which the latter requires in order to perform the commissioned work, and is informed of all events and circumstances which may be of significance to performance of the said work, without awaiting any specific request to this effect from VALNES – even without its special request – is provided, on a timely basis. This shall also apply to such supporting documents and records, events and circumstances as only become known in the course of VALNES's work.

(2) On request from VALNES, the client must confirm in a written statement drafted by VALNES that the supporting documents and records and the information and explanations provided are complete.

### 4. Reporting and verbal information

If VALNES has made arrangements with its client that the results of its work are to be furnished in writing, only written presentation shall be authoritative. Verbal statements and information provided by VALNES's employees beyond the scope of the engagement shall never be binding.

### 5. Protection of VALNES's intellectual property

The client guarantees that expert opinions, organizational charts, drafts, schedules and calculations – especially quantity and cost computations – prepared by VALNES may only be used by the client for its own purposes. VALNES shall be entitled to use general ideas, concepts, model sketches and experience at its discretion and may make these accessible to third parties, without this justifying license claims or claims to compensation by the client and without breaching the confidentiality agreement with the client.

### 6. Distribution of VALNES's reports and other written statements

(1) The distribution of VALNES comments and statements (long-form reports, expert opinions, presentations, memos and similar) to a third party shall require VALNES's written consent, where such permission to relay to a certain third party does not result from the engagement terms. VALNES shall be liable (within the limits of No. 8) towards third parties only where the conditions of sentence 1 are met.

(2) The use of VALNES's results or statements for promotional purposes is not permitted; any infringement of this condition shall entitle VALNES to cancel with immediate effect any outstanding commissions from the client.

### 7. Correction of deficiencies

(1) In case of deficiencies, the client shall be entitled to subsequent fulfillment [of the contract]. The client may demand a reduction in fees or cancellation of the contract only in case of subsequent failure to fulfill [the contract]; No. 8 shall apply with regard to any claims for damages beyond this.

(2) The client must assert his claim for the correction of deficiencies in writing without delay. Claims pursuant to paragraph (1) not arising from intentional tort shall cease to be enforceable one year after the commencement of the statutory time limit for enforcement.

(3) Obvious deficiencies, such as typing and arithmetical errors and "formelle Mängel" [deficiencies associated with technicalities] contained in VALNES's comments or statements (long-form reports, expert opinions and similar) may be corrected by VALNES at any time, whereby such corrections shall also apply with regard to third parties. In case of errors which may call into question the conclusions contained in VALNES's statements, VALNES shall be entitled to withdraw such statements, also with regard to third parties

### 8. Liability

(1) VALNES's liability claims shall be agreed with the client on an individual basis within the scope of a project contract.

(2) VALNES's limitation of liability shall be negotiated with the client in the project agreement on an individual basis.

(3) Preclusive deadlines

A compensatory damages claim may only be lodged within a preclusive deadline of one year of the rightful claimant having become aware of the damage and of the event giving rise to the claim – at the very latest, however, within 5 years subsequent to the event giving rise to the claim. The claim shall expire if legal action is not taken within a six month deadline subsequent to the written refusal of acceptance of indemnity and the client being informed of this consequence. The right to cite the statute of limitations shall remain unaffected.

### 9. Confidentiality and discretion towards third parties and data security

(1) Pursuant to the law, VALNES is obliged to treat all facts regarding trade secrets as well as other knowledge and information as confidential, irrespective of whether these concern the client himself or his business associations, unless the client releases VALNES from this obligation. VALNES will impose a corresponding obligation upon its employees. The obligation to maintain confidentiality shall continue to apply after termination of the contract.

(2) VALNES may only release long-form reports, expert opinions and other written statements on the results of its work to third parties with the consent of its client.

(3) VALNES shall be entitled – within the purposes stipulated by the client – to process personal data entrusted to it or to allow them to be processed by third parties.

### 10. Default of acceptance and lack of cooperation on the part of the client

If the client defaults in accepting the services offered by VALNES or if the client does not provide the assistance incumbent on it pursuant to No. 3 or otherwise, VALNES shall be entitled to cancel the contract immediately. VALNES's right to compensation for additional expenses as well as for damages caused by the default or the lack of assistance shall remain unaffected, even if VALNES does not exercise its right to cancel.

### 11. Remuneration

(1) In addition to its claims for fees or remuneration, VALNES shall be entitled to reimbursement of its expenses: sales tax shall be billed separately. VALNES may claim appropriate advances for remuneration and reimbursement of expenses and make the rendering of its services dependent upon the complete satisfaction of its claims. Multiple clients awarding engagements shall be jointly and severally liable.

(2) Any offsetting against VALNES's claims for remuneration and reimbursement of outlays shall be permitted only for undisputed claims or claims determined to be legally valid.

## 12. Retention and return of supporting documentation and records

(1) VALNES shall retain the supporting documents and records in connection with completion of the commissioned work – such documents and records which have been furnished to VALNES as well as such which have been drawn up by VALNES itself – and the correspondence relating to the commissioned work for ten years.

(2) Following settlement of the claims arising from the engagement, VALNES, upon request by the client, must return all supporting documents and records obtained from or for the latter for the purposes of execution of the commissioned work by VALNES. This shall not, however, apply to correspondence exchanged between VALNES and its client and to any documents of which the client already has the original or a copy. VALNES may prepare and retain copies or photocopies of supporting documents and records which it returns to the client.

## 13. Miscellaneous

(1) The commission, execution thereof and any claims arising therefrom shall be subject exclusively to German law.

(2) VALNES is authorized to keep account of clients, including rendered services, in the form of a client index, and also to use this index for purposes of reference and business development, in the absence of any individual agreement to the contrary.

(3) The ineffectiveness of one or several provisions of these terms shall not affect the validity of the remaining provisions. The parties undertake to replace ineffective conditions with effective, comparable provisions.