

General Terms of Use of the internet platform equipool.net (May 23rd 2018)

§ 1 General

e4p equity4partners GmbH i. L. (hereinafter "e4p"), under the internet-address www.equipool.net, operates an internet-based marketplace to effectively bring together enterprises looking for capital resources with matching equity providers (investors). e4p does not broker credits. e4p mediates equity-partnerships (i. e. the acquisition or participation) between entrepreneurs and investors. For this purpose, e4p provides a platform which creates transparency between offer (enterprises) and demand (investors).

Equity seeker (entrepreneur) and equity provider (investor) define their individual demand profiles. e4p supports the matching process by an appropriate, structured online process und guides matching profiles together. e4p does not conduct the process of a due diligence. This process as well as the contractual layout of the mediated equity-partnership is at sole own discretion and own responsibility of the equity seekers and the equity providers.

Accordingly, information presented on the internet-platform will not create and may not be considered offers for the purchase of shares or participations in companies or incurring of such participations or requests to submit such offers. The platform does not grant direct possibility for the incurring or the purchase of participations and there are also no recommendations hereto.

Entrepreneurs have the possibility to enter a company profile on the internet-platform. Investors have the possibility to look at information of the equity seekers in the profiles of companies interesting for the investor and in further steps to make first contact. The user can here use the help of search engines. The search results can be filtered especially according to sector, geographical location, extent of the potential investment and further criteria.

Other exchange of substantial and confidential information between entrepreneur and investor will happen outside the platform. Entrepreneur and investor will not exchange declarations of intent and information, especially no letters of subscription, via the platform. In this regard and insofar e4p will not become involved, neither as messenger nor as representative. An exchange of payment instruments does also not take place on the internet-platform; e4p is in particular not authorized to receive or accept money or security papers for or on behalf of investors or entrepreneurs. Entrepreneurs and investors may only outside the platform get in business contact

and contractual negotiations or relationships. This contact takes place under sole responsibility of the entrepreneurs and investors.

The access to information on the platform requires the prior registration of the entrepreneurs and investors. A claim and/or right for registration and usage of the platform does not exist. e4p reserves the right to deny applications for registration and usage of users.

This in particular applies for users who have their private address and/or place of business outside the territory of the Federal Republic of Germany. Information received via the platform may only be passed on in other legal systems in accordance to the respective legal regulations in place.

Furthermore, individuals, entrepreneurs and companies having their private residence and/or place of business in the United States of America, the United Kingdom, Canada or Japan are from the outset excluded from using this internet offer and the platform..

For all information given, e4p cannot and does not take responsibility. Information on the platform does not create, constitute or present investment consulting.

§ 2 Registration

The registration for entrepreneurs and investors takes place by creation of an account. The creation of an account is at no charge, but calls as well as the participation for the acceptance of these General Terms of Use. With the registration accepted by e4p, a contract for use is concluded between e4p and the participants.

In the course of the registration the provision of mandatory information will be required. These information must be provided completely and truthfully. Furthermore, there is the option for voluntary, further information.

Enterprises as well as investors may solely use the platform to enter and to receive information about capital seeking companies and capital providing investors and to get in contact with each other.

A contacting of participants for other purposes, e.g. for the purpose to offer services, insurances or financial services, is explicitly prohibited.

e4p is allowed to exclude users from the platform by blockage of the account, in case of infringement against the aforementioned principles, in particular if incomplete or not truthful information is entered.

For equity seeking enterprises the registration requires the existence of an approved enterprising legal form (e.g. single proprietorship, partnership, capital company). Insofar an equity seeking entrepreneur practices freelance work, he has to secure in

own responsibility the compliance with the laws governing the profession while using the platform.

It is not permitted for equity seeking enterprises to enter detailed information such as complete business plans or detailed financial plans, in the course of the registration. It is also not permitted to enter information or advertising for participation possibilities (financial instruments issued or to be issued) or letters of subscription onto the platform. Respective information shall solely be exchanged between entrepreneur and investor in case of mutual interest, and in any case outside the platform.

The participants are obliged to update the information provided in the course of the registration, immediately in case of a change.

During the registration the user chooses a nickname as well as a password. The respective access data has to be treated confidentially. Furthermore, the user alone is responsible that the chosen nickname does not infringe naming or IP laws of third parties. The users are obliged to keep their passwords and the access data to their account diligently secret. Each user has to inform e4p immediately any indications about the unauthorized use or misuse of ones account.

The user is liable for all activities which are conducted from his account unless he is not responsible for a breach of his duty of care.

The registration requires legal majority age. The accounts are not transmittable.

§ 3 Use of the platform, costs, duration, termination and sanctions

After the registration has taken place the user is entitled to the use of the platform. This only applies within the limits of availability. e4p is entitled to temporarily limit or discontinue the operation of the platform if there is a legitimate interest. This in particular applies in case of maintenance work or in regard to technical measures related to safety and integrity of the platform.

The registration as user is at no charge. For the exceeding use of the platform emerge fees according to the separately listed fee schedule. In case users will enter into concrete negotiations, as a next step, this postulates the conclusion of a confidentiality agreement. Only then users may exchange their identity over the platform. In case of contract-closing thereafter outside of the platform, e4p receives a success-related remuneration according to the attached fee schedule. The users, meaning investors as well as entrepreneurs, hereby commit themselves to immediately inform e4p about a contract-closing on the merits and to the extent.

The success-based transaction fee is due as soon as a share and purchase agreement or a participation agreement of whatever kind between investor and entrepreneur is concluded. If the investor and the entrepreneur negligently, grossly negligently or deliberately omit to inform e4p about contract-closing, e4p is entitled to raise an

additional overdue fine according to the attached fee schedule. Entrepreneur and investor are jointly and severally liable for this overdue fine. Proof of a lesser damage is reserved to the investor and the entrepreneur.

The user relationship can be terminated with a time limit of one month in text form (§ 126 b BGB). Furthermore, a termination is possible based on cause. An important cause especially exists, if the continuation of the contract relationship under consideration of all circumstances of the single case and under consideration of the interests of all parties is not considered reasonable. An important cause for termination is especially given in the following cases:

- breach of legal provisions or contractual obligations by the user;
- the platform is considerably compromised by the presence of the user;
- the user solicits for associations or communities, which are observed by the security authorities or child protection services;
- the user damages one or more other users.

In existence of an important cause e4p can independently from the termination impose other measures against the user:

- Deletion of contents, which the user uploaded;
- Notice of warning;
- Blockage of the access to the services of the platform.

A compensation against claims of e4p is only admissible, insofar the counterclaim is uncontended or legally binding by court decision. The same applies for the exercise of a right of retention.

The termination of a user contract must be made in writing or in text form (§ 126 b BGB). e4p is entitled to declare possible termination declarations in text form to the least known email-address of the user.

The user contract with the equity seeker ends automatically, if financial instruments issued by the equity seeker for trade at the stock market (regulated market or unofficial market) are accredited or included or a respective request was made or it was publically announced. The company has to inform e4p about this immediately.

§ 4 Non-disclosure and data protection

The user commits to strict confidentiality about all information and documents received in the course of the use of the platform presented on the platform. The passing on as well as the reproduction of documents and records, which the user

received from the platform are not permitted. Excluded from this are publically accessible information and documents.

This obligation for non-disclosure extends on all data, which the user receives from other users over the platform as well as directly received information from other users. Each user commits to strict confidentiality towards e4p for all received information. The information may solely be used for an assessment of a possible participation. Further rights on the information are excluded. Especially any other use of information constitutes a breach of these General Terms of Use. The obligation for non-disclosure has explicit third party protection, meaning that the user, whose information contrary to this agreement have been used, has the own right on defense and persecution of breaches and especially an own right on indemnification.

e4p recommends explicitly that the user makes the signing of a non-disclosure agreement a condition for the provision of further information to another user. In such an individual agreement further details between the users in contact can be ruled, e.g. the possibility of passing on of information to employees and external advisors as well as the agreement on contractual penalties and the obligation of the return and destruction of given information.

The obligation for non-disclosure applies unlimited also beyond the use of e4p as well as after the termination of the user relationship. A breach of the non-disclosure agreement can lead to indemnification obligations towards e4p and other users.

The collection, processing and use of personal data of the user only takes place in the course of legal stipulations, especially according to the data protection law.

§ 5 Sanctions for conduct contrary to contract, blockage and deletion

e4p is in the course of the principle of proportionality entitled to incur measures deemed necessary for the breach of a user against the stipulations of these General Terms of Use. As respective measures come into consideration: the deletion of uploaded contents, a warning as well as the temporary or permanent blockage of the user account and/or its deletion.

Unaffected in this regard is the right to termination without notice of the contract according to § 3 based on important cause by e4p as well as the right on indemnification.

§ 6 Limitation of liability

e4p assumes no liability for the information provided by the user on the internet platform. The same applies for the effectiveness or the success of the possibly between the equity seeking companies and investors concluded contract of participation after contact initiation over e4p.

The information about the companies made available on the internet platform by the companies solely originate from the users themselves. The responsibility, that these information are current, complete and correct is solely with the respective user. e4p is not obliged to control the information provided by the user.

e4p is only liable for damages based on an intentional or grossly negligent breach of duty of a legal representative or auxiliary person. Furthermore, e4p is liable for damages resulting from the violation of life, body or health based on an intentional or grossly negligent breach of duty of a legal representative or auxiliary person of e4p.

Moreover, e4p rules out liability for damages based on grossly negligent breach of duty or a negligent not permitted activity of a legal representative or auxiliary person of e4p, apart from substantial violated obligations, whose compliance is crucial for the attainment of the contract purpose or arisen from special confidence by valid claims special.

In these exceptional cases the liability of e4p is limited to predictable damages.

The protruding stipulations also apply for legal representatives or employees of e4p regarding claims directed straightly against them.

§ 7 Final provisions

The use of the internet platform is subject exclusively to German law under exclusion of all references to foreign laws and international treaties.

Exclusive place of jurisdiction for all disputes in regard to the user relationship is the place of business of e4p. This applies, insofar the user has no general place of jurisdiction in Germany or in another EU-member state or is merchant or changed his permanent residence after the effective date of these General Terms of Use to somewhere abroad or the permanent residence or common domicile of the user is not known at the time when the complaint is raised.

e4p reserves the right to change the General Terms of Use at any time with the future effect, insofar the change under consideration of the interests of the users seems appropriate.

Insofar the contract or these General Terms of Use contain regulatory gaps, legal valid stipulations shall apply as agreed upon for the filling in of these gaps which the contractual parties had agreed upon in accordance to the economic objectives of the contract or the purpose of these General Terms of Use insofar they had known about the regulatory gap.