

COLIFT Advisory Platform and Network (CAPN) Terms and Conditions

The Terms and Conditions govern the business relationship between Experts and COLIFT GmbH (hereinafter referred to as “COLIFT”). COLIFT operates the COLIFT Advisory Platform and Network (CAPN). CAPN provides organisations and business professionals (“Clients”) access to the COLIFT network of subject matter experts from various industries (“Experts”) to share industry insights with Clients for Projects initiated by Clients (“Projects”). By accepting the Terms and Conditions Experts agree to join CAPN.

Conditions for CAPN membership and COLIFT engagements

You may become a CAPN member and engage in Projects if the following conditions are satisfied:

- (1) You are not prohibited or limited in any way from providing services via CAPN by any contract, policy or code of conduct (e.g. with your current employer, your previous employers or any company or organisation you have consulted with);
- (2) Your CAPN membership and engagement in Projects would not result in the disclosure of confidential information or material non-public information concerning any public company or equity;
- (3) Your CAPN membership would not result in the breach of any law, rule or regulation.

Participation in Projects

As an Expert you may decide on Project participation on a project-by-project basis. By agreeing to participate in a consultation, Experts confirm that they are knowledgeable about the subject matter of the Project and represent the following:

- (1) Any biographical information Expert provided to COLIFT is correct and not misleading;
- (2) You are only allowed to participate in projects that do not raise a conflict of interest of any kind;
- (3) You may not disclose any knowledge relating to topics which may cause a conflict of interest;
- (4) You may discontinue any Project at any time if a continuation of that Project may causes a conflict of interest;
- (5) If you are an employee or director of a company, you will not consult for any Client you reasonably believe to be a direct competitor of that company;

- (6) You are not working as a financial advisor nor acting as an intermediate, representative or agent of a financial advisor;
- (7) You will not provide any regulated advice, including, but not limited to, financial, legal, accounting or medical advice;
- (8) If you are an employee or director of an entity issuing securities in an initial public offering (IPO) or that has made, or is the subject of, a tender offer, you will decline all engagement invitations until the commencement of such offering or while the tender offer process is ongoing;
- (9) You will not provide any advice in relation to purchase or sale of securities of any kind.

Confidentiality

You agree not to disclose or to attempt to use or personally benefit from (e.g., use to trade securities or make investment decisions) any Confidential Information that is disclosed to or known by you because of your participation in COLIFT engagements until such time as the information has become publicly available through no action of your own. "Confidential Information" includes any and all non-public information, in any form or medium, written, oral or otherwise, concerning or relating to COLIFT, CAPN, any of its affiliates or any Client, including, but not limited to, the names of any Clients and Clients' employees, questions posed by any Client and the topics discussed, information or materials shared, opinions expressed, or work commissioned by COLIFT or any Client.

If you are required to disclose Confidential Information under applicable law, you agree to promptly notify COLIFT and to fully cooperate with COLIFT in exercising any right or exemption available to prevent the disclosure of Confidential Information

Privacy

Colift provides a detailed privacy statement under <https://www.colift.de/privacy.pdf>

Self-employment and remuneration

Experts are neither COLIFT employees nor predominantly working for COLIFT. Experts are responsible for the taxation of their income. Experts do not have the authority to identify themselves as COLIFT employees nor speak on behalf of COLIFT. Experts are joining CAPN in their individual capacity and not as agents or representatives of any entity or organisation, otherwise explicitly agreed in writing.

Remuneration for a consultation is agreed on a case-by-case basis between Experts and COLIFT. The remuneration will be payable in intervals of 10 minutes, while a minimum payment of 30 minutes will be applicable.

The first 15 minutes of a Project shall be dedicated to defining the scope of the Project. If the consultation is terminated within the first fifteen (15) minutes by either party, then payment will not be processed.

To initiate the payment and reverse charge procedures, Experts will provide COLIFT their payment details (IBAN, name of the bank, full address). COLIFT will initiate the payment within 30 days following the completion of the Project respectively following the receipt of Expert's payment details. If Experts do not provide their payment details within eight (8) weeks following the consultation, entitlement for reimbursement shall become void. Experts are solely responsible for the taxation of their income and the payment of contributions to social security institutions.

Experts will not reveal any details about their remuneration without COLIFT's prior written consent.

Intellectual property and consent for recording

- (1) Experts represent that for all documents or materials they provide to client they do not infringe intellectual property rights of any third party. The documents and materials provided may be used by COLIFT and by the Client royalty-free and perpetually in the ordinary course of business. Experts agree to indemnify COLIFT and the Clients from any intellectual property or proprietary rights infringements in relation to the documents or materials provided by the Expert.
- (2) COLIFT has the right to occasionally record and transcribe consultations for the purposes of quality control, training and service improvement. The Expert will be notified beforehand if a consultation is recorded and transcribed. All data will be handled and processed in accordance with our privacy policy and all participant's names will remain confidential at all times.

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- (1) CAPN membership might be cancelled by Expert and by COLIFT with immediate effect and without further explanation.

- (2) In case of amendments to these Terms and Conditions COLIFT will notify Experts and provide an updated version on the COLIFT website (<http://www.colift.de>). Changes become effective if Experts do not disagree in writing within thirty (30) business days. If Experts disagree, COLIFT will accordingly cancel CAPN membership immediately.
- (3) Confidentiality obligations shall continue to apply following the termination of this agreement by either party.
- (4) If individual provisions of these terms and conditions should be void or invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of any provisions which are invalid or not incorporated into the contract primarily the statutory provisions shall apply. In all other cases, the Parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the contract does not have precedence or is not possible.
- (5) This Agreement shall be governed by the law of the Federal Republic of Germany. Place of jurisdiction is Hamburg, Germany.

Last revision: March 2022