

General terms and conditions of Mission Experience GmbH

§ 1 Applicability

1. These General Terms and Conditions (hereinafter referred to as "Terms") apply to all contracts, including ancillary services, consultations, and information related to brokerage activities between the customer on the buyer/acquirer side of the main contract (hereinafter "Customer") and Mission Experience GmbH, Panoramastraße 1, 82211 Herrsching am Ammersee (hereinafter "Mission Experience GmbH").
2. These Terms apply regardless of whether the Customer is a consumer within the meaning of § 13 German Civil Code (BGB), an entrepreneur within the meaning of § 14 BGB, or a merchant. If individual provisions apply only to consumers or only to entrepreneurs, this will be expressly pointed out.
3. In relation to entrepreneurs, these Terms, in their current version, apply to future contracts related to brokerage activities with the same customer, even if not explicitly referred to in subsequent agreements, unless a different contractual agreement has been expressly made or acknowledged in writing by Mission Experience GmbH.
4. Unless a different contractual agreement has been expressly made or acknowledged in writing by Mission Experience GmbH, these Terms exclusively apply. Deviating, conflicting, or supplementary general terms and conditions, especially those of the Customer, shall not become part of the contract, even if Mission Experience GmbH does not expressly object to them.

§ 2 Offers, Conclusion of Contract

1. Offers by Mission Experience GmbH are non-binding. All information regarding the property subject to brokerage is based on information from third parties, particularly the seller and/or their advisors. Mission Experience GmbH does not assume liability or warranty for their accuracy and completeness, unless Mission Experience GmbH is aware of inaccuracies. It is the Customer's responsibility to verify the information provided regarding the property. However, Mission Experience GmbH will draw the Customer's attention to any inaccuracies discovered in the course of contractual obligations. Liability for the substantive accuracy and/or completeness of this information is only accepted in case of intentional or grossly negligent behavior.
2. The Customer acknowledges that Mission Experience GmbH does not act as an advisor for legal, tax, accounting, or actuarial matters, and therefore, Mission Experience GmbH will not provide such advisory services to the Customer. The Customer is obligated to consult their own advisors regarding such matters and is responsible for their own independent research and assessments.
3. The brokerage contract subject to commission between the Customer and Mission Experience GmbH is concluded either by agreement or by using Mission Experience GmbH's brokerage services based on, or with knowledge of, the commission claim arising from the successful brokerage/activity, especially through the request and subsequent receipt of the exposé with knowledge of our commission expectation.

4. If the brokerage contract involves providing evidence of the opportunity to conclude a purchase contract for an apartment or a single-family house or the mediation of such a contract, the brokerage contract must be in text form.

§ 3 Main Contract

A commissionable "**main contract**" within the meaning of these Terms is the conclusion of:

1. a contract for the partial or complete (i) purchase of business shares in a company by one or more shareholders (share deal) and/or (ii) the purchase of all assets or a part of the assets belonging to the business assets of a company (asset deal); or
2. a transaction that is economically equivalent to a transaction under § 3 No. 1 of these Terms (e.g., the contribution of the company, its subsidiaries, or its shares, such as in a joint venture as part of a capital increase, transformation-related contractual structures, strategic alliances, cooperations, formation of joint ventures on a contractual basis, or other measures leading economically to an acquisition, contribution, or other transfer of the company, its shares, or its assets); or
3. a contract for the partial or complete purchase of real estate/properties; or
4. a purchase contract for a real or ideal share in the property or the granting of building rights and similar, as well as the transfer or granting of company rights, if this corresponds economically to the purpose of the main contract stated by Mission Experience GmbH.

If transactions considered as main contracts under the above § 3 No. 1 to 4 of these Terms become the subject of an option - in favor of individual or all shareholders as well as in favor of the investor(s) - the contractual granting of this option is also considered a main contract within the meaning of these Terms. It is clarified that even the indirect contractual conclusion according to § 3 No. 1 to 4 of these Terms or the purchase with the involvement of only one shareholder represents a main contract within the meaning of this agreement.

§ 4 Confidentiality / Non-Disclosure

1. All information and data provided by Mission Experience GmbH in connection with the broker contract, such as content in exposés, technical, business, and financial data, documents or knowledge, as well as illustrations and other documents, are Confidential Information within the meaning of these terms and conditions (hereinafter "Confidential Information"). Confidential Information includes all copies and summaries thereof.
2. All ownership, copyright, and other protective rights to the Confidential Information remain with Mission Experience GmbH.
3. The Confidential Information is intended solely for the respective customer and may not be disclosed to third parties during the term of the broker contract and after its termination without the express consent of Mission Experience GmbH, which must be given in writing in advance.
4. For the purposes of this § 4 of the terms and conditions, third parties do not include employees, consultants, and potential financing partners of the customer

and/or consultants of affiliated companies of the customer in accordance with §§ 15 et seq. of the German Stock Corporation Act (AktG), who need the information for the performance of their activities in relation to the preparation or conclusion of the main contract. The customer shall obligate its employees and consultants as well as employees and/or consultants of affiliated companies to comply with the provisions made in § 4 of the terms and conditions in the same manner, even after the departure of these employees from their respective employment relationships, unless they are already otherwise obligated to do so.

5. The confidentiality obligation in § 4 of the terms and conditions does not apply to information that, at the time of its disclosure,
 - a. was already lawfully known to the customer without an obligation of confidentiality; or
 - b. becomes or is generally known without the customer's fault; or
 - c. is lawfully disclosed or provided to the customer by a third party without an obligation of confidentiality; or
 - d. has been independently developed by the customer without recourse to confidential information; or
 - e. has been previously released in writing by Mission Experience GmbH; or
 - f. must be disclosed due to a binding official or judicial order or mandatory legal provisions, provided that the customer informs Mission Experience GmbH of this in writing beforehand. If prior notification is not possible, the information must be provided immediately. In the event that an interim order or other remedy is not requested or not granted, or in the event that the other party waives protection under the terms of this contract, the party obligated to disclose shall only provide the portion of the confidential information that is legally required and additionally request confidential treatment of the disclosed information; or
 - g. must be disclosed to the competent authorities by Mission Experience GmbH in accordance with mandatory legal regulations.
6. After the termination of the broker contract, the customer must return all Confidential Information of Mission Experience GmbH, whether in tangible or digital form, upon request by Mission Experience GmbH or, at the request of Mission Experience GmbH, destroy it or, to the extent technically feasible with reasonable effort, irrevocably delete it.
7. The customer expressly undertakes not to contact the main contract partner disclosed in connection with this agreement at any time until the conclusion of the main contract without the prior written authorization of Mission Experience GmbH.
8. If the customer violates this confidentiality obligation, and the informed third party or another person to whom the third party has subsequently disclosed the information then concludes a contract for the purchase object proven by Mission Experience GmbH, which would be subject to commission according to these terms and conditions, the customer undertakes to pay damages in the amount of the commission based on these terms and conditions. The customer reserves the right to prove that a lower or no damage has occurred. A further claim for damages by Mission Experience GmbH due to unauthorized disclosure of information remains unaffected.

§ 5 Commission

1. Unless otherwise agreed in writing, the customer owes Mission Experience GmbH a success fee upon conclusion of a main contract within the meaning of § 3, calculated depending on the transaction volume (as defined below) (hereinafter "Success Fee").
 - a. The Success Fee (net) is, unless otherwise agreed, 4% based on the consideration agreed upon in the main contract (as defined below).
 - b. The term "**consideration**" includes:
 - i. any purchase price for transferred (or newly issued) company shares and/or assets and/or business operations or parts thereof of the company,
 - ii. any purchase price plus any other services of the customer to the seller (e.g., assumption of land charges, compensation for facilities, etc.) for the transfer of real estate/properties,
 - iii. the present value of additionally assumed obligations,
 - iv. the services to be granted in the event of the exercise of an option, regardless of whether the options are actually exercised,
 - v. all other one-time or recurring services economically related to the main contract. In the case of the main contract within the meaning of § 3, which includes components of a so-called Share Deal, an Asset Deal, or another inflow of funds by means of an economically comparable transaction (including a capital increase), the determination of the consideration refers to the sum of the market value of all individual components of the remuneration. Any deferred or variable components of the remuneration are included in the calculation of the consideration at the time of the execution of the main contract according to their agreed or expected value by the customer.
2. The subsequent reduction of the consideration (e.g., due to alleged or proven defects claimed by the customer) does not affect the commission claim of Mission Experience GmbH for the Success Fee.
3. The commission claim of Mission Experience GmbH for the Success Fee arises and becomes due upon the conclusion of the fully effective main contract with the main contract partner proven or mediated by Mission Experience GmbH. This also applies if the conclusion of the main contract takes place after the termination of the broker contract, but due to the activity of Mission Experience GmbH. If the main contract is subsequently reversed/cancelled after its conclusion (e.g., due to withdrawal, mutual termination, termination, etc.), this has no effect on the commission claim for the Success Fee of Mission Experience GmbH. A causality of the activity of Mission Experience GmbH is sufficient for the claim for the Success Fee.
4. If the main contract is concluded on terms other than those originally offered or if it is concluded on a different object of purchase of the seller proven by Mission Experience GmbH, this does not affect the commission claim of Mission Experience GmbH, as long as the concluded main contract is economically identical or equivalent to the offered main contract.

5. The Success Fee is payable within 14 days after the issuance of the invoice.
6. All remuneration mentioned in this § 6 is understood to be plus the statutory value-added tax (currently 19%).
7. Mission Experience GmbH has the right to be present at the notarization of the purchase contract.
8. The customer is obligated to inform Mission Experience GmbH immediately and in an appropriate manner upon the existence of a main contract and after the conclusion of a main contract and/or its partial or complete execution, especially to enable Mission Experience GmbH to examine a claim for payment of the Success Fee. The customer is also obligated to grant Mission Experience GmbH, upon its first request and in any case immediately, insight into all transaction documents, in particular contracts including attachments or closing documents. These information obligations also apply after the termination of the broker contract for a period of 12 months calculated from the termination.
9. The commission claim of Mission Experience GmbH against the customer also arises if
 - a. the main contract is concluded not with the customer but with a company connected to the customer or a company separately established by the customer or one of its affiliated companies for the conclusion of the main contract; or
 - b. a company connected to the intended main contract partner or a company separately established by this or a company connected to this company is a party to the main contract separately established for the conclusion of the main contract; or
 - c. the main contract is concluded by a natural person who is closely and permanently legally or personally connected to the customer.
10. The customer may only assert retention or set-off rights against the claim for the Success Fee if the customer's claims are based on the same contractual relationship (broker contract) or if other claims are undisputed or legally established.

§ 6 Dual Agency

Mission Experience GmbH is entitled to act for the other contracting party (seller/landlord/exchange partner), for a fee or free of charge. In the case of dual agency, Mission Experience GmbH is obliged to impartiality. If the customer is a consumer, compensation for dual agency in the scope of § 656c of the German Civil Code (BGB), i.e., in the case of a main contract that concerns the purchase of an apartment or a single-family house, can only be agreed in such a way that the parties are obliged in equal measure.

§ 7 Prior Knowledge

If the customer is already familiar with the purchase object offered by Mission Experience GmbH, he must communicate this immediately, at the latest within 5

calendar days, in writing and upon request provide evidence to Mission Experience GmbH.

§ 8 Liability, Limitation of Liability

1. Mission Experience GmbH is liable to the customer in all cases of contractual and non-contractual liability for intent and gross negligence in accordance with statutory provisions.
2. In cases of simple negligence, Mission Experience GmbH is liable - unless otherwise regulated in para. 3 - only for the violation of a material contractual obligation (cardinal duty). Material contractual obligations are those whose fulfillment is necessary for the achievement of the purpose of the contract. In the event of a breach of material contractual obligations, Mission Experience GmbH is only liable for the typical, foreseeable damage.
3. The liability of Mission Experience GmbH for damages resulting from the violation of life, body, and health remains unaffected by the limitations and exclusions of liability in para. 2.
4. The limitations and exclusions of liability in para. 2 also apply in favor of the legal representatives and vicarious agents of Mission Experience GmbH when claims are made directly against them.
5. If the customer is a business owner, claims for damages by the customer expire in one year from the statutory commencement of the limitation period. This limitation period does not apply to damages caused intentionally or through gross negligence, as well as to damages to life, body, and health, and to the extent that mandatory statutory limitation provisions are to be applied. The statutory limitation period applies to consumers.

§ 9 Communication

1. Regarding the use of communication channels, the customer authorizes Mission Experience GmbH to transmit information, messages, and other data as needed over the Internet. The customer is aware that information transmitted in this way cannot be protected from third-party access. Mission Experience GmbH is not liable for the integrity of data transmitted over the Internet once it has left the control of Mission Experience GmbH.
2. Mission Experience GmbH will take all reasonable and feasible precautions against loss and unauthorized access by third parties to customer data, continually adapting to the proven state of the art in technology. Furthermore, Mission Experience GmbH is not liable for damages caused by cyber-attacks (e.g., viruses, trojans, etc.), provided that reasonable and feasible technical and organizational measures to prevent these cyber-attacks were in place at the time of the event.

§ 10 Publication and Advertising

1. If the customer issues a press release and/or other publications in the context of the main contract, Mission Experience GmbH will be mentioned as a transaction advisor. If the publication is made by the customer's main contract partner, the



customer will work towards mentioning Mission Experience GmbH. Moreover, Mission Experience GmbH is entitled to its own press release or other publication.

2. The customer agrees to the use of emails in the business relationship and, revocably at any time, with the transmission of advertising.
3. The customer agrees that Mission Experience GmbH may advertise the business relationship with the customer and/or the subject matter of the contract as a reference.

§ 11 Data Protection

The customer consents to Mission Experience GmbH collecting, processing, and using data arising from the contract or contract performance and transmitting it to the other potential main contract partner to the extent necessary.

Information on the handling of personal data, especially regarding the purposes for which Mission Experience GmbH processes customer data, as well as information on data subjects' rights and contact persons, can be found in our privacy notice at <https://mission-experience.com/en/privacy-policy/>

§ 12 Force Majeure

1. If Mission Experience GmbH is prevented from fulfilling a contractual obligation due to force majeure or other events occurring at the time of contract conclusion that were not foreseeable and beyond the control of a contracting party (e.g., work stoppages, strikes, disruptions of any kind, lawful lockouts, government prohibitions, war, natural disasters, fire damage, transportation delays, epidemics and pandemics, business disruptions or official orders not caused by it, etc.) in whole or in part, and these events cannot be avoided even with the circumstances of reasonable care, the performance obligations shall be suspended for the duration of the hindrance plus a reasonable lead time.
2. Mission Experience GmbH shall promptly notify the customer of the occurrence of such events.
3. Force majeure is not excluded by the fact that a situation already existing at the time of contract conclusion carries risks regarding the provision of services (e.g., war, pandemic) unless a specific obstacle to performance already exists at the time of contract conclusion and is recognizable to Mission Experience GmbH.

§ 13 Customer Identification

The customer is aware that Mission Experience GmbH, in accordance with the Money Laundering Act (GwG), is obliged to identify its customers. Furthermore, the GwG obliges the customer to provide Mission Experience GmbH with the necessary information and documents and to promptly notify of any changes that occur during the business relationship. In the event that the customer fails to fulfill his obligations under the GwG for identification, Mission Experience GmbH is entitled to terminate the contract without notice. A possible commission claim remains unaffected.

§ 14 Dispute Resolution, Information Obligation according to VSBG

The EU Commission provides the opportunity for online dispute resolution on a platform operated by it. This platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/>. Mission Experience GmbH is not obligated and not willing to participate in dispute resolution proceedings before a consumer arbitration board. Mission Experience GmbH also does not participate in the alternative dispute resolution procedure for consumer matters according to § 36 VSBG.

§ 15 Contract Duration

Subject to divergent agreements, the contract has a duration of 12 months and automatically extends by one month each time unless one party terminates in writing with one month's notice before the end of the contract.

§ 16 Severability Clause

1. Should individual provisions of these terms and conditions be legally ineffective or unenforceable, the remaining provisions shall remain in force. This also applies if a part of a provision is ineffective, but another part is effective. Invalid provisions will be replaced by legal regulations. The same applies to filling gaps.
2. Side agreements to these terms and conditions do not exist.
3. These terms and conditions are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. If the customer is a merchant, Starnberg is agreed upon as the place of performance and jurisdiction for any disputes. However, Mission Experience GmbH is entitled to take legal action against the customer before any other statutory place of jurisdiction.