

Terms and conditions of aescuvest international GmbH
for registration on and use of the Platform www.aescuvest.eu for information purposes

§ 1 General information

1. aescuvest international GmbH, registered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 112730, with its registered office at Hanauer Landstraße 328-330, 60314 Frankfurt am Main, operates an online financing Platform ("**Platform**") at www.aescuvest.eu on which vendors of securities ("**Issuers**") offer interested investors ("**Investors**") the opportunity to invest in start-up companies from the healthcare market. Investors can register free of charge on the Platform, obtain information about the Issuers and their financing projects ("**Projects**") after completion of the registration process and subscribe to securities online.
2. The Projects are launched and managed exclusively by the Issuers. aescuvest international GmbH as Platform Operator ("**Platform Operator**") enables the Issuers to provide information on the Platform which the respective Issuer or prospectus responsible has prepared on his own responsibility. In the case of a public offering of financial instruments within the meaning of the German Banking Act ("**KWG**"), the information provided includes in particular, to the extent required by law, a prospectus approved by the competent supervisory authority.
3. Within the framework of investment brokerage, the Platform Operator acts exclusively as a tied agent within the meaning of Section 2 (10) KWG in the name, for the account and under the liability of BN & Partners Capital AG, registered in the Commercial Register of the Local Court of Cologne under HRB 77909, business location Steinstraße 33, 50374 Erftstadt ("**Liability Umbrella**"). The Liability Umbrella is an authorised financial services institution with a licence to operate investment brokering in accordance with section 1(1a) sentence 2 no. 1 of the KWG.
4. The Platform Operator supports the Issuers as a commercial and/or technical service provider in the later settlement of the issue, if necessary.

§ 2 Scope

1. By registering on and using the Platform, a user agreement ("**User Agreement**") is concluded between the investor and the Platform Operator, within the framework of which the following General Terms of Use ("**Terms of Use**") apply exclusively, unless expressly agreed otherwise. The use of the Platform for information purposes is free of charge for investors.

2. In addition, a separate brokerage agreement ("**Brokerage Agreement**") is concluded between the investor and the Liability Umbrella, represented by the Platform Operator as the tied agent. The investor will be informed separately of the conclusion of the Brokerage Agreement and the general terms and conditions applicable to it at the relevant point in the investment process.
3. The legal relationships between the Issuers and the investors are subject to separate legal provisions (e.g. terms and conditions for participation certificates). The Platform Operator is not a party to these contracts.
4. The current version of these Terms of Use can be viewed and downloaded from the www.aescuvest.eu/nutzungsbedingungen website.
5. By registering on the Platform, the Investor accepts these Terms of Use as legally binding by clicking on the button provided for this purpose. By contrast, investors' terms and conditions do not apply, even if the Platform Operator has not expressly objected to their validity in individual cases.

§ 3 Registration, user account and newsletter

1. Registration on the Platform is a prerequisite for the subsequent subscription of financial instruments via the Platform. Upon registration, a user account is opened for the investor. The user account is accessible by entering the user name and a password. Only one user account per investor is permitted. User accounts are not transferable.
2. Registration as an investor is only permitted for (i) natural persons of unlimited legal capacity (i.e. at least 18 years of age) or legal entities or partnerships, (ii) who are not citizens of Canada, Japan or Australia and are not US persons as defined below. A US person is anyone who is a citizen of the USA, holder of a permanent residence and work permit for the USA (green card) or for any other reason is subject to unlimited income tax in the USA, anyone who has a residence or a secondary residence in the USA or its territories, or anyone who is a US company or other asset unit, estate or trust established in accordance with US American law that is subject to US federal taxation, or anyone who acts for the account of such an entity.
3. Every investor is obliged to provide the information required for opening a user account truthfully and completely and to immediately add any changes to this information to the user account.
4. The investor undertakes to ensure that during the period of use of the Platform all information provided is always true and up to date. The Platform Operator must be informed immediately of any changes to his data. Should the investor fail to comply with this obligation, this may lead to exclusion from the Platform.

5. By registering on the Platform, the investor can also agree to receive the newsletter offered by the Platform Operator. For this purpose, the Platform Operator requires a valid e-mail address from the investor as well as, if applicable, further information that allows him to verify that the investor agrees with the owner of the e-mail address provided by him and with the receipt of the newsletter. The Platform Operator uses this data exclusively for sending the newsletter and does not pass it on to third parties. Investors can revoke their consent to the storage of their data, e-mail address and their use to send the newsletter at any time, for example via the "Unsubscribe Newsletter" link in the newsletter credits.
6. The investor undertakes to ensure that his access data to the Platform, in particular his password, are not made accessible to third parties. The investor bears sole responsibility for all actions carried out through his user account. If there are indications of misuse of the user account or third parties have nevertheless gained knowledge of the access data, the investor is obliged to notify the Platform Operator immediately.
7. The Platform Operator will not pass on the access data of the investor to third parties and will not request them from him by e-mail or telephone.

§ 4 Right of revocation

Consumers have a legal right to revoke contracts for financial services concluded via the Internet and consequently this contract with the Platform Operator.

Revocation Instruction

Right of Withdrawal

You can revoke your contractual statement within 14 days without giving reasons by means of a clear statement. The period begins after receipt of this instruction on a durable data medium, but not before conclusion of the contract and also not before fulfilment of our information duties according to Article 246b § 2 paragraph 1 in connection with Article 246b § 1 paragraph 1 EGBGB. The timely dispatch of the revocation is sufficient for compliance with the revocation period if the declaration is made on a permanent data carrier (e.g. letter, fax, e-mail).

The revocation is to be addressed to:

aescuvest international GmbH, Hanauer Landstraße 328-330, 60314 Frankfurt am Main, Germany, E-Mail: support@aescuvest.eu).

revocation consequences

In the event of an effective revocation, the services received by both parties

shall be returned. You are obliged to pay compensation for the value of the service provided until revocation if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we will begin to execute the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligations for the period until revocation. Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation, for us with its receipt.

End of the revocation instruction

§ 5 Use of the Platform

1. The Platform Operator offers investors on the Platform the technical opportunity to subscribe to financial instruments online. The investor's ability to subscribe to certain financial instruments is governed by the relevant legal provisions of the financial instrument.
2. The information on the Platform is aimed exclusively at well-informed, experienced and self-determined investors.
3. The information provided on the Platform is not intended for dissemination to or within the USA, Canada, Australia, Japan or jurisdictions in which such an offer or invitation to submit an offer is not permitted. Any violation of this transfer restriction may constitute a violation of the securities laws of these countries.
4. Offers of financial instruments on the Platform are not directed at investors who are resident in a country in which the brokerage of financial instruments is not permitted or requires a permit which the Platform Operator and/or the Liability Umbrella in the country in which the investor is resident do not have.
5. All information on the individual projects comes exclusively from the respective Issuer or person responsible for the prospectus. The Platform Operator is not obliged to check the accuracy or economic plausibility of this information or to ensure that this information is corrected or updated.
6. The entire execution of a project is exclusively in the hands of the respective Issuer and is neither audited nor influenced by the Platform Operator. In particular, the Platform Operator does not guarantee the economic success of a project. Every investor should check the legal, tax and economic effects of the investment in a project with his own expert advisors if necessary.

7. **The investor is not entitled to pass on or reproduce any documents, information and records which the investor finds on the Platform and/or has downloaded from the Platform. Excluded from this obligation are information and documents which are publicly accessible (i.e. in particular without registration on the Platform). This obligation also applies indefinitely beyond the temporal use of the Platform and continues to exist after termination of this usage contract. If an investor violates this obligation, this can lead to a liability for damages.**

§ 6 Communication, Platform availability

1. The investor declares his agreement that, from the time the investor registers on the Platform, all communication between the Platform Operator and the investor shall take place exclusively in electronic form via the Platform and by e-mail, unless otherwise expressly stated in these Terms of Use or in mandatory statutory provisions.
2. The declarations required for the settlement of an issue are transmitted to the investor exclusively in electronic form via the communication area set up on the Platform or by e-mail. No additional paper copies will be sent unless this is required by law.
3. The Platform Operator endeavours to offer comprehensive availability of the Platform within the framework of what is technically feasible and economically reasonable. However, the Platform Operator does not assume any warranty for this. In particular, maintenance work, security and capacity reasons, technical conditions and events outside the control of the Platform Operator may lead to temporary or permanent unavailability of the Platform. The Platform Operator reserves the right to restrict access to the Platform at any time and to the extent necessary, e.g. to carry out maintenance work.

§ 7 Commissions, premiums, fees

The registration on the Platform, the maintenance of a user account and the use of the Platform are free of charge for the investor.

§ 8 Risk information and activity profile of the Platform Operator

1. The financial instruments offered via the Platform are associated with economic, legal and tax risks and can lead to the total loss of the capital invested. The information provided on the Platform does not represent a consulting service of the Platform Operator and does not replace expert advice. The investor makes his investment decision exclusively on his own responsibility.
2. Investors should critically examine an investment against the background of their personal financial circumstances and investment objectives before making an investment decision. They should seek expert advice and information from independent

sources on the legal, economic and tax consequences of an investment if they are unsure whether they should make investments through the Platform. Investors should be able to economically absorb a loss of the invested amount.

3. The Liability Umbrella provides the investor with an overview of the general risks of the financial instruments on the Platform. Each investment is also subject to the specific risk information provided by the Issuer and for which the Issuer is solely responsible.
4. Possible forecasts of the expected performance of investments made by the Issuers are non-binding and cannot be verified by the Platform Operator. There is no guarantee that past earnings will continue to be generated in the future.
5. The Platform Operator and/or the Liability Umbrella do not provide consulting services for investments made by investors via the Platform and do not provide consulting services. In particular, the Platform Operator and/or the Liability Umbrella do not provide financing and/or investment advice or tax and/or legal advice. The Platform Operator and/or the Liability Umbrella will examine an offer or invitation to an Issuer only according to formal criteria and plausibility before the offer or invitation to an offer is placed on the Platform. The Platform Operator and/or the Liability Umbrella will not make any personal recommendations to investors regarding the purchase of financial instruments for investments on the Platform on the basis of an examination of the personal circumstances of the respective investor.
6. The information available on the Platform is that of the respective Issuer and in no case constitutes an investment recommendation on the part of the Platform Operator and/or the Liability Umbrella. The Platform Operator and/or the Liability Umbrella do not assess the creditworthiness of the Issuer and do not assume any liability for the information provided by the Issuer, in particular not for its truthfulness, completeness or topicality. Expert advice or the acquisition of specialist knowledge cannot be replaced by the information and risk warnings provided on the Platform.
7. The employees of the Platform Operator are not authorized to make their own statements to investors regarding Issuers or the information provided by them that differ from the information material of the respective Issuer. For the investor, only the information material provided by the respective Issuer on the Platform is authoritative.
8. With these Terms of Use, the investor also acknowledges the risks and risk warnings listed above and referred to.

§ 9 Profile data, taxes

1. The Platform Operator will collect, process and use personal data of the investors during the provision of its services. This takes place exclusively within the framework of the statutory provisions, in particular in consideration of the applicable data protection law.

2. A processing or other use of data by the Platform Operator or a passing on of data to third parties can only take place if the Platform Operator is entitled or obliged to do so in accordance with the Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG) or other laws or if this is expressly regulated in these Terms of Use. Otherwise, the data will neither be passed on to third parties nor processed or used in any other way by the Platform Operator without the express consent of the investors.
3. If the investor deposits data in his profile on the Platform or the Platform Operator receives data from the tax authorities, the Platform Operator is entitled to use this data and to make it available to the Issuers in whose projects the investor invests and their service providers so that the investments can be processed, i.e. among other things so that securities can be reclassified if necessary, payments from the investments (e.g. interest or capital repayments) can be made to the investors and the relevant registrations and/or payments, in particular capital gains tax, the solidarity surcharge and church tax, can be made by the Issuers or their service providers to the competent authorities.
4. **The investor expressly authorizes the Platform Operator to store, process and use his data, which the Platform Operator has collected on a contractual or legal basis in accordance with the above provisions, in accordance with the above provisions until further notice, even if the Platform Operator no longer acts as a contractually bound intermediary for the Liability Umbrella.**
5. The investor may revoke the consent given to the Platform Operator for the collection or use of data at any time and free of charge with effect for the future by e-mail to the Platform Operator. The obligations of the Platform Operator under the Money Laundering Act or other legal regulations to retain certain data even after the end of the business relationship remain unaffected by a revocation by the investor.

§ 10 Term, termination

1. The term of the contract of use is unlimited. Each party is entitled to terminate the user contract with a notice period of five working days by notifying the Platform Operator by e-mail to support@aescuvest.eu or to the e-mail address last deposited by the investor. Termination for good cause remains unaffected for both parties.
2. The termination of the user contract has no effect on existing contractual relationships between the investor, a respective Issuer and an investment manager (if available for the relevant project). The term of the contract and the possibility of terminating these contracts shall be governed in each case by the content of the provisions applicable to these legal relationships (e.g. the terms and conditions of the profit participation certificate).
3. In the event of termination of the user account, all further declarations and information regarding the financial instrument and the investment management agreement (if

concluded for the relevant project) will no longer be sent to the investor via the communication area set up on the Platform, but exclusively to the e-mail address last deposited by the investor.

§ 11 limitation of liability

1. The Platform Operator and the Liability Umbrella shall be liable to the investor without limitation for injury to life, limb or health, in the event of express guarantees being assumed, and for damage resulting from an intentional or grossly negligent breach of the Platform Operator's contractual obligations.
2. In addition, the Platform Operator and the Liability Umbrella are in the event of slight negligence only liable in the event of breach of such material contractual obligations, the fulfilment of which is essential to the proper execution of the contract and on the observance of which the investor may regularly rely ("**cardinal obligations**").
3. The above limitations of liability shall also apply in the event of the fault of a vicarious agent of the Platform Operator and/or Liability Umbrella as well as for the personal liability of the organs, employees and representatives of the Platform Operator and/or Liability Umbrella.
4. The Platform Operator is neither liable for the correctness or completeness of the information published by the Issuer on the Platform, including risk information on a project, nor for the correctness or completeness of the information on investor questions written by the Issuer and forwarded by the Platform Operator, if any. The Platform Operator is also not liable for the effectiveness of the contracts concluded between the investor and the Issuer. The information provided on the Platform by the Issuers about themselves or the project is based exclusively on statements and documents of the Issuers themselves or the respective persons responsible for the prospectus. The responsibility for ensuring that this information is accurate, up-to-date and complete lies solely with the respective Issuer or those responsible for the prospectus. The Platform Operator is also not liable for a specific business success of the financial instruments.
5. The Platform Operator assumes no liability for the permanent availability and usability of the Platform. In particular, maintenance work, security or capacity reasons as well as events outside the control of the Platform Operator may temporarily restrict the use of the Platform. This may result in data loss under certain circumstances.
6. The Platform contains links to external websites of third parties. The Platform Operator has no influence on the contents of these directly or indirectly linked websites. For the correctness of the contents always the respective offerer or operator is responsible, why the Platform Operator takes over no guarantee in this connection. The Platform Operator has checked the external websites for possible legal violations at the time of linking. At the time of linking, no violations of the law were discernible. The Platform

Operator cannot constantly check all contents of the pages linked by the Platform Operator without actual indications of a legal violation. If the Platform Operator becomes aware of legal violations, the Platform Operator will remove the corresponding links without culpable delay.

§ 12 final provisions

1. The contractual relationship between the Platform Operator and the investor shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods as well as the mandatory regulations of the consumer protection law of the state, in which the investor has his usual stay. The place of jurisdiction for all legal disputes arising from this contractual relationship with users who are merchants or do not have a general place of jurisdiction in Germany or another EU member state is the registered office of the platform operator. In all other cases, the legal place of jurisdiction shall apply.
2. The Platform Operator is entitled to suspend offered services temporarily or permanently or to replace them with other services.
3. The Platform Operator is entitled to change these Terms of Use at any time. The change is particularly permissible if legal or technical innovations require it. The amended Terms of Use will be sent to the investor by e-mail at least two months before they come into effect. If the investor does not object to the amended Terms of Use within one month of receipt of the announcement, they shall be deemed to have been accepted. The Platform Operator will draw the investor's attention to this approval effect once again upon notification. Regarding changes of the Terms of Use, which have not been legally required, the investor has an additional termination right up to two months after they came into effect.
4. Should individual provisions of these Terms of Use be wholly or partially void or ineffective, the effectiveness of the remaining provisions shall remain unaffected. In the event of partial invalidity or ineffectiveness, the remainder of the provision that is not affected shall be effective if the provision in question is separable in terms of language and content and is understandable in itself. Gaps resulting from the invalidity or ineffectiveness of provisions shall be closed with provisions which the parties would have reasonably made had they been aware of the invalidity or ineffectiveness.
5. The European Commission has launched a European Online Dispute Settlement Platform at <http://ec.europa.eu/consumers/odr/>. A consumer can use this Platform to settle a dispute arising out of an online contract with a company established in the EU out of court. For this purpose, they must complete an online complaint form which can be reached at the above address.
6. We would like to point out that the following body is responsible for consumer mediation: Conciliation body at the Deutsche Bundesbank, Postfach 11 12 32, 60047

Frankfurt am Main, www.bundesbank.de/schlichtungsstelle. We participate in a dispute settlement procedure before this consumer arbitration body.