

General Terms of Business of immoRATIS GmbH & Co. KG

1. Offers

Our offers are based on the information received by third parties. The offers are created in all conscience. They are subject to change and without engagement. Therefore, any liability for correctness and completeness is excluded. Errors, prior sale or prior renting are excepted.

2. Forwarding of information and data

Our offers and messages are to be treated confidentially by the customer and may only be forwarded to third parties after our explicit, prior written approval. In case that a contract, underlying these conditions concerning commission, comes into action with a third party due to authorized or unauthorized forwarding by the customer, the customer is obliged to pay the commission based on these conditions of contract. The assertion of a further claim of damages due to unauthorized forwarding of information is excepted.

3. Previous knowledge

In case the opportunity to conclude the contract provided by us is already known to the customer, he is obliged to inform us immediately with reference to the source, at the latest within 8 days after having received the first object information. In case of breaching this obligation when exercising an action, which does not lead to commission claim, the customer is obliged to compensate for the damages.

4. Arising of the commission claim

Our commission is due for payment as soon as a main contract is concluded on the basis of our notification or brokerage. Concurrent causation of our activity suffices here. In case the main contract is concluded under other than the previously offered conditions or becomes effective for a different object of the contracting party proven, the commission claim remains unaffected unless the matched transaction is economically identical with the one we offered or is only slightly different in its economical success from the one we offered. The occurrence of a withdrawal condition agreed on in the main contract leaves our commission claim unaffected. The same applies if the main contract expires due to the exercise of the right to withdraw from the contract provided that it is exercised due to reasons attributable to one party or reasons in one party's area of responsibility. The commission claim remains unaffected in case of subsequent invalidity of the main contract due to reasons that are not in the area of responsibility of the immoRATIS GmbH & Co. KG.. The commission claim arises in particular on purchase instead of rent, purchase of shares in the company instead of object/property and vice versa, leaseholds instead of purchase as well as barter instead of purchase or rent.

5. Subsequent business

A commission claim according to these conditions is also due if further comparable contracts or main contracts are concluded between the parties which are in temporal or economical connection to the first procured or proven main contract by us. These subsequent businesses are in-

cluded in the broker appointment accorded to immoRATIS GmbH & Co. KG, at the latest however until 5 years after the conclusion of the first business.

6. Maturity date of the commission claim

Our commission claim becomes due for payment after the conclusion of the main contract (or the subsequent businesses). Several clients retain joint liability for the full commission. The commission is due and payable without any deductions within 8 days of invoice. In case of delay, default interest of 4.5 percent above the basic rate of interest p.a. is due. We are entitled to be present when the contract is concluded; we are to be informed in advance about place and time. In case the main contract is concluded without us present, the client is obliged to inform us immediately about the main contents in the contract for a calculation of the commission claim. On our first demand, the client is obliged to hand over to us a simple copy of the main contract.

7. Commission rates

For our activities the following commission rates, subject to other written agreements in particular single cases, between the client and us are mutually agreed on: PURCHASE AND SALE OF REAL ESTATE, SHARES AND ENTERPRISE, COMPARABLE BUSINESSES: 3.0 % (in words: three percent). The rate is to be paid with arising of our commission claim according to number 4. The calculation of the commission of 3.0 % is due based on the agreed (notarial) total purchase price and is to be paid by the client. LEASEHOLD: 4.0 % (in words: four percent). When ordering or transferring leaseholds, the calculation is based on the value of the property and the value of existing structures and buildings. RENT AND LEASE: The commission is 3 net monthly rents (basic rent). The previous regulations are also applicable when concluding a lease contract. All commission rates are calculated subject to VAT, currently 19%.

8. Activities for third parties

We are entitled to become active with or without remuneration for the other party of the main contract.

9. Disclaimer

The information we provide is based on information or communication by third parties, in particular by property owners. We are not liable for this information. The client is obliged to check all information on his own. Liability can only be assumed in cases of deliberate behaviour or as a result of gross negligence. The liability for slight negligent behaviour of the immoRATIS GmbH & Co. KG, their legal representative or agent is in any case excluded. This does not apply for damages arising from death or injury to body or health. The statute of limitation for claiming damages is 3 years and starts with the claim, at the latest 3 years after the end of the contract.

10. Place of performance and court of jurisdiction; applicable law

The place of performance and the court of jurisdiction is Frankfurt am Main, to the extent legally possible. To the legal relationship with the client only the legislation of the Federal Republic of Germany is applicable excluding conflict of laws. The German version of these General Terms of Business shall prevail.

11. Partial invalidity

In case that single regulations of our General Terms of Business are or will become ineffective, the remaining regulations remain unaffected. Ineffective or void conditions will be replaced by regulations, which portray best the economic ideas of the parties; otherwise the legal regulations are applicable.