

# General Engagement Terms

## as of January 1, 2020

### 1. Scope

(1) These engagement terms are applicable to contracts between PKF hotelexperts GmbH ("contractor") and its clients for audits, consulting and other engagements unless otherwise expressly agreed in writing or unless application of the terms is not compulsory due to legal requirements.

(2) The contractor is a member of the global group of PKF companies. Each member of the group is an independent legal entity.

(3) If, in an individual case, as an exception contractual relations have also been established between the contractor and persons other than the client, the provisions of No. 9 below also apply to such third parties.

### 2. Scope and performance of the engagement

(1) Subject of the contractor's engagement is the performance of agreed services – not a specific economic result. The contractor is entitled to use qualified persons to fulfill the engagement.

(2) All information, consultancy services, recommendations or other content of reports, presentations or other communications provided by us to the client during fulfillment of our assignment ("deliverables") are based on the legal situation valid at the time of fulfillment. If the legal position changes subsequent to the termination of the assignment, the contractor is not obliged to inform the client of changes or any consequences resulting there from.

### 3. The client's duty to inform

(1) The client must ensure that the contractor, without needing to make a specific request, is provided on a timely basis with all supporting documents and records required for fulfillment of the engagement and is informed of all events and circumstances which may be pertinent to said fulfillment. This also applies to those supporting documents and records, events and circumstances which first become known during the contractor's work.

(2) Upon the contractor's request, the client must confirm in a written statement drafted by the contractor that the supporting documents and records and the information and explanations provided are complete.

### 4. Ensuring independence

The client guarantees to refrain from any actions which may endanger the independence of the contractor's staff. This particularly applies to offers of employment and offers to undertake engagements on the client's own account.

### 5. Reporting and verbal information

If the contractor is required to present deliverables in writing, the written presentation shall prevail. Verbal statements and information provided by the contractor's staff beyond the agreed engagement are never binding.

### 6. Protection of the contractor's intellectual property

The client guarantees that deliverables, especially expert opinions, plans, drafts, sketches, schedules and calculations – especially feasibility and investment calculations – prepared by the contractor within the scope of the engagement will be used only for the client's own purposes and will not be submitted to third parties without prior permission of the contractor.

### 7. Disclosure of the contractor's professional statement

(1) Disclosure of deliverables produced by the contractor to a third party requires the contractor's written consent unless consent to disclosure to a specific third party results from the engagement terms

The contractor is liable (within the limits of No. 9) towards third parties only under the preconditions of the previous sentence (No. 7 (1)).

(2) The use of the contractor's deliverables for promotional purposes is not permitted; any infringement entitles the contractor to immediately cancel all engagements not yet fulfilled for the client.

### 8. Correction of deficiencies

(1) Where there are deficiencies, the client is entitled to subsequent fulfillment of the contract. The client may only demand a reduction in fees or the cancellation of the contract in the event of failure to subsequently fulfill the contract; if the engagement was assigned by an individual operating a commercial business as part of that commercial business, a government-owned legal entity under public law or a special government-owned fund under public law, the client may demand cancellation of the contract only if the services rendered are of no interest to the client due to the failure to subsequently fulfill the contract. No. 9 applies to any claims for damages extending beyond this scope.

(2) The client must assert its claim for the correction of deficiencies without delay in writing. Claims pursuant to (1) not arising from an act of malice, intent or gross negligence cease to be enforceable one year after the commencement of the statutory time limit for enforcement.

(3) Obvious deficiencies, such as typing and arithmetical errors and inaccuracies contained in a contractor's deliverable may be corrected by the contractor at any time, also versus third parties. Inaccuracies which may call into question the results contained in the contractor's deliverables entitle the contractor to withdraw such statements, also versus third parties. In such cases the contractor should first hear the client as a matter of principle.

### 9. Liability

(1) The contractor is liable for compensation in cases of culpable liability from malice, intent and gross negligence, irrespective of their legal foundation. In cases of ordinary negligence, and subject to statutory limitations of liability (e.g. for due care in one's own affairs; minor breaches of duty), the contractor shall only be liable for (i) damages arising from injury to life, limb or health, or (ii) for damages arising from breach of a material contractual obligation (an obligation, the performance of which is essential in order to properly fulfill the contract and where the contractual partner may reasonably and regularly rely on compliance with same); in the latter case, however, the contractor's liability is limited to such typically occurring damages as were foreseeable at the time of entering into the contract (maximum € 1 million). The agreed limitations of liability shall also apply to persons other than the client if those persons fall under the scope of protection of a legal relationship existing between the contractor and the client. Art. 334 German Civil Code (BGB) is not waived. An individual case of damages also exists in relation to a case of uniform damages arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty, ignoring whether the damages occurred in a single year or in a number of successive years. In this case multiple acts or omissions of acts based on a similar source of error or on a source of error of an equivalent nature are deemed to be a uniform breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the contractor is limited to € 1 million.

(2) A compensatory damages claim may only be lodged within a preclusive deadline of one year of the rightful claimant having become aware of the damage and of the event giving rise to the claim – at the very latest, however, within five years subsequent to the event giving rise to the claim.

The claim expires if legal action is not taken within a six-month deadline subsequent to the written refusal of acceptance of the indemnity and if the client was informed of this consequence.

The preclusive deadlines given in clauses 1 and 2 above do not apply to claims for compensation based on acts of malice, intent or gross negligence.

The right to assert the bar of the preclusive deadline remains unaffected.

### 10. Confidentiality and data privacy

(1) The contractor is obliged to treat all facts of which it becomes aware in connection with its work as confidential, irrespective of whether these concern the client itself or its business associates, unless the client releases the contractor from this obligation.

(2) Unless required by law to do so, the contractor may only release the deliverables produced to third parties with the consent of the client.

(3) The parties may use electronic media for the purposes of exchanging and sharing information. Such use does not represent a breach of confidentiality per se. The parties are aware that risks are involved in sharing information by electronic means (especially by email).

(4) The contractor is entitled – within the purposes stipulated by the client and observing applicable legal requirements – to process personal data entrusted to it or allow them to be processed by third parties.

### 11. Default of acceptance and failure to cooperate on the part of the client

If the client defaults in accepting the services offered by the contractor or fails to provide the assistance incumbent on it pursuant to No. 3 or otherwise, the contractor is entitled to cancel the contract immediately. The contractor's right to compensation for additional expenses as well as for damages caused by the client's default or failure to provide assistance remains unaffected, even if the contractor does not exercise its right of cancellation.

### 12. Remuneration

(1) In addition to its claims for fees or remuneration, the contractor is entitled to reimbursement for its outlay: sales tax will be billed separately. The contractor may claim appropriate advances for remuneration and reimbursement of outlays and make the rendering of its services dependent upon the complete satisfaction of its claims. Multiple clients assigning engagements are jointly and severally liable. Unless otherwise agreed, remuneration is payable immediately upon receipt of invoice.

(2) Any offsetting against the contractor's claims for remuneration and reimbursement of outlays is permitted only for undisputed or res judicata claims.

### 13. Retention and return of supporting documentation and records

(1) The contractor will retain the supporting documents and records in connection with the completion of the engagement, both those provided to it and those it prepared itself – and the correspondence with respect to the engagement, for a period of seven years.

(2) After settlement of its claims arising from the engagement, at the client's request the contractor must return all supporting documents and records obtained from or for the client by reason of the contractor's work on the engagement. This does not, however, apply to correspondence exchanged between the contractor and its client and to any documents of which the client already has the original or a copy. The contractor may prepare and

retain copies or photocopies of the supporting documents and records which it returns to the client.

14. Applicable law, place of jurisdiction

(1) The law of the Federal Republic of Germany applies exclusively to the engagement, its fulfillment and any claims arising therefrom; application of the UN Convention on Contracts for the Sale of Goods (CISG) and provisions of private international law are excluded. Consideration of international law requires express written agreement.

(2) If the contractor is a businessperson within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction, including the international place of jurisdiction, for all disputes arising from and in connection with this contractual relationship is the registered office of the contractor in Munich. This applies *mutatis mutandis* to contractors designated as entrepreneurs within the meaning of Art. 14 German Civil Code (BGB). However, the contractor is entitled to take legal action at the client's general place of jurisdiction. Higher-ranking statutory provisions, particularly concerning exclusive responsibilities, will remain unaffected.