

TERMS AND CONDITIONS

German Office Group Limited User Agreement

TERMS AND CONDITIONS OF USE

By accessing or using this Site (this “Site”) of German Office Group Limited and its affiliated entities (collectively, “GOG”) you hereby accept and agree to comply with the terms and conditions set forth in this User Agreement (“User Agreement”).

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THIS SITE. YOUR USE OF THIS SITE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS THEN-CURRENT FORM. IF YOU DO NOT ACCEPT THIS USER AGREEMENT, DO NOT USE THIS SITE.

(Scroll to bottom of page to accept this User Agreement)

1. Intended Audience

This Site and its content are not directed at retail investors.

Access to this Site by, persons in the United Kingdom is accordingly restricted by law, save to authorised persons and those other persons to whom unregulated businesses may be marketed in accordance with:

- (i) s.21 and s.238 (and other relevant sections) of the Financial Services and Markets Act 2000;
- (ii) the relevant sections of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005; and
- (iii) the relevant sections of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001.

To the extent that this Site and any Information and Materials are made available in the United Kingdom, they are made available by GOG and are directed only at, and made available only to, professional clients and eligible counterparties (as defined in the Handbook of Rules and Guidance issued by the Financial Conduct Authority of the United Kingdom (the “FCA Rules”). This Site and any Information and Materials are only available to such persons and the Information and Materials herein should not be relied or acted on by any other person.

By accessing this Site you confirm your status as a professional client or eligible counterparty and you warrant as such. If you fall outside of the above scope you must not use the Site and should exit it immediately.

Information from this Site must not be issued in any jurisdiction where prohibited by law and must not be used in any way that would be contrary to local law or regulation. Specifically the information mentioned on this Site must not be promoted in any jurisdiction where this would not be permitted.

2. No Offer

Nothing on this Site should be construed as a solicitation or offer, or recommendation, to provide investment services or advice to acquire or dispose of any investment or to engage in any other transaction and is by way of information only.

3. No Reliance

While GOG has used all reasonable efforts to obtain information from sources which it believes to be reliable, GOG makes no representation, express or implied, that the information or opinions contained on this Site are accurate, reliable, complete or up to date. Nothing contained on the Site constitutes investment, legal, tax or other advice nor is it to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision. GOG disclaims all representations and warranties of any kind, including without limitation, warranties of merchantability, fitness for a particular purpose, title, no infringement and freedom from computer virus. Any content of this Site is subject to change without notice.

4. Limitation of Liability and Disclaimer

IN NO EVENT SHALL GOG, OR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, PRINCIPALS, EQUITY OWNERS, AFFILIATES, AGENTS AND EMPLOYEES BE LIABLE FOR ANY CLAIMS, LOSSES, DEMANDS, LIABILITIES, COSTS, EXPENSES OR DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR IN ANY WAY DIRECTLY OR INDIRECTLY CONNECTED WITH THIS SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF GOG, OR ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, PRINCIPALS, AFFILIATES, AGENTS AND EMPLOYEES ARE ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DEMANDS, LIABILITIES, COSTS, EXPENSES AND DAMAGES. THIS LIMITATION OF LIABILITY IS COMPREHENSIVE.

The material provided on our Site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, GOG hereby expressly excludes:

4.1) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

4.2) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any Sites linked to it and any materials posted on it, including, without limitation any liability for:

- a) Loss of income or revenue;
- b) Loss of business;
- c) Loss of profits or contracts;
- d) Loss of anticipated savings;
- e) Loss of anticipated income;
- f) Loss of anticipated profits;
- g) Loss of goodwill; and
- h) For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

4.3) This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

5. Indemnification

You agree to indemnify, defend and hold harmless GOG, and any of their respective members, officers, directors, principals, equity owners, affiliates, agents and employees from and against any and all suits, claims, damages, losses, demands, liabilities, costs and expenses (including, without limitation, judgments, fines and amounts paid or to be paid in settlement and reasonable attorneys' and other professional fees) arising out of or relating to (a) your use of this Site; (b) your actual or alleged breach of this User Agreement or any representation, warranty, or covenant made by you in this User Agreement; (c) your violation of any applicable law, statute, ordinance or regulation; or (d) claims asserted by third parties which, if proven, would place you in breach of the representations, warranties, covenants or other provisions in this User Agreement.

6. Confidentiality; Restrictions on Use and Disclosure of Information and Materials; Intellectual Property

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You may not use this Site to transmit, distribute or store material (a) in violation of any applicable law or regulation, (b) in a manner that shall infringe the copyright, trademark, trade secret or other intellectual property right of another or violate the privacy, publicity or other personal right of another, or (c) that is defamatory, obscene, threatening, abusive or hateful. You are prohibited from violating or attempting to violate the security of this Site.

7. Termination and Disclosure of Information

GOG has the right, but not the obligation, to monitor any activity and content associated with this Site. GOG may investigate any complaint or reported violation of this User Agreement or its policies and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspending or terminating your use of all or any portion of this Site and denying you access to all or any portion of this Site. GOG also reserves the right to report any activity that it suspects may violate any law or regulation to appropriate law enforcement officials, regulators or other persons or entities. In order to cooperate with governmental requests, to protect the systems and users of this Site, to ensure the integrity and operation of this Site, business or systems, or otherwise to comply with the law and legal process, GOG may access and disclose any information it considers necessary or appropriate.

8. Distribution

This Site and any Information and Materials in or accessible through this Site are not directed at, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to

applicable law or regulation or which would subject GOG to any registration or licensing requirement. The products and services referred to on this Site may be subject to legal and regulatory requirements applicable in the jurisdiction where you are a resident and/or may not be suitable to you or available in the jurisdiction in which you are located. Those who choose to access this Site do so on their own initiative and are responsible for establishing the legality, usability and correctness of any Information and Materials under any or all jurisdictions and the compliance of that Information and Materials with local laws, if and to the extent local laws are applicable.

9. Modifications

GOG may modify the terms of this User Agreement or any other terms and conditions governing this Site, at any time and in its sole discretion, by posting the modified User Agreement on this Site, without notice to you. The modifications shall be effective upon such posting (unless some other date is specified in the posting, in which case that date shall be deemed the effective date for the modifications). You agree to review this User Agreement periodically so that you are aware of any modifications. Your use of this Site indicates your full acceptance of this User Agreement in its then current form each time you use this Site. You agree that the notice provisions provided in this User Agreement are reasonable. You may not modify the terms of this User Agreement or any other terms or conditions governing this Site without GOG's express prior written consent.

10. No Guarantee of Employment

This Site may contain information regarding employment opportunities. Nothing on this Site constitutes an offer of employment or promise thereof. GOG does not guarantee that documents submitted by users in connection with employment opportunities will result in candidates being hired or positions being filled.

11. Past Performance and Risk of Loss

You acknowledge that while this Site may contain fund performance information, past performance should not be construed as an indicator of future results and nothing on this Site or in the Information and Materials should be interpreted to state or imply otherwise. You should note that, if you choose to invest in any product described or referred to on this Site, your capital will be at risk and you may therefore lose some or all of any amounts that you choose to invest.

12. Submissions

GOG does not wish to receive any confidential or proprietary ideas, suggestions, or information through this Site. You agree that all unsolicited comments, feedback, ideas, suggestions and other subject matter disclosed or submitted to GOG through this Site shall become and remain the exclusive property of GOG.

13. Entire Agreement

This User Agreement, as modified from time to time, constitutes the entire agreement between you and GOG with respect to this Site and it supersedes all prior or contemporaneous communications

and proposals, whether electronic, oral or written, between you and GOG with respect to the subject matter hereof.

14. Assignability

You agree that GOG may assign this User Agreement in whole or in part at any time without your consent. You may not assign this User Agreement or delegate any of your obligations hereunder. Any purported assignment of this User Agreement in violation of its terms shall be void.

15. Linking to Other Web Sites and Services

GOG does not review or monitor any Sites linked from or to this Site and your following links from or to such Sites is at your sole risk. Accordingly, GOG cannot be held responsible for the information, materials, products or services obtained on or from such other Sites, nor shall GOG be liable in any respect whatsoever for any damages arising from or relating to your access to such Sites. Any links from or to other Sites are provided merely for the convenience of the users of this Site and the inclusion of these links does not imply an endorsement, representation or warranty by GOG with respect to any such linked Sites or the content, products or services contained or accessible through, or the operators of, such Sites.

16. No Waiver of Rights

No failure of either party to enforce any of its rights under this User Agreement shall act as a waiver of such rights.

17. Enforceability

If any portion of any provision of this User Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions of this User Agreement shall remain in full force and effect.

18. Construction

The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this User Agreement.

19. Governing Law and Consent to Jurisdiction

This User Agreement and all matters arising out of or relating to this User Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to the principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of London, for any actions, suits or proceedings arising out of or relating to this User Agreement.

By accessing this Site, you agree and acknowledge that you expressly consent to receiving the Information and Materials from GOG.