

# TERMS AND CONDITIONS

for transactions with financial instruments  
of  
CMTA Invest GmbH

## 1. Scope

- 1.1. These Terms and Conditions (hereinafter "T&C") shall apply to the conclusion and settlement of transactions in transferable securities and money market instruments between CMTA Invest GmbH, 8010 Graz, Schmiedgasse 38, FN 549047y, (hereinafter "CMTA Invest") on the one hand and its customers ("Customer", together with CMTA Invest hereinafter jointly referred to as the "Contracting Parties", as well as one "Contracting Party" and one "Buyer" or one "Seller" each) on the other hand, where the Customer and CMTA Invest have agreed in advance on a fixed purchase price (hereinafter referred to as "Financial Transactions").

## 2. Conclusion of financial transactions

- 2.1. The conclusion of Financial Transactions between CMTA Invest and the Client shall take place either through direct contact between the Contracting Parties or through the mediation of third persons (hereinafter referred to as "Intermediaries"). In doing so, Intermediaries fulfil their own contractual obligations towards the Client and do not act as agents of CMTA Invest.
- 2.2. In case of interest in concluding a Financial Transaction, one Contracting Party may contact the other Contracting Party and submit an offer to purchase or sell. If an Intermediary acts, the Intermediary will transmit the purchase or sale offer of one Contracting Party to the other party. If the other Contracting Party decides to accept such offer, it will send a corresponding declaration of acceptance either directly to the Contracting Party or send it to the Intermediary, who in turn will send the declaration of acceptance to the Contracting Party. Upon receipt of the declaration of acceptance by the Contracting Party that has made the offer, a contract for the Financial Transaction is concluded (hereinafter referred to as the "Conclusion of the Trade" or "T"). CMTA Invest is not obliged to accept offers from Clients and reserves the right to reject offers and orders without giving further reasons.
- 2.3. From the Conclusion of the Trade, a Contracting Party may no longer unilaterally revoke its offer, but remains bound by it.
- 2.4. CMTA Invest primarily uses CMTA AG as an Intermediary. In some cases, employees of CMTA AG also work for CMTA Invest. However, the independent contractual obligations and their independent fulfilment of CMTA Invest as a Contracting Party on the one hand and CMTA AG as an Intermediary on the other hand remains unaffected thereby.

## 3. Settlement of financial transactions

- 3.1. Financial Transactions of the Contracting Parties may be executed on trading venues within the meaning of MiFID II or outside such trading venues over-the-counter (OTC). In the absence of an explicit agreement between the Contracting Parties, CMTA Invest shall determine at its own discretion whether a Financial Transaction is executed on a trading venue or OTC.

- 3.2. CMTA Invest uses a third party service provider for the settlement of the Financial Transactions concluded between the Contracting Parties and for the fulfilment of its obligations arising from the Financial Transaction. Currently, CMTA Invest uses the services of Global Prime Partners Limited, London (together with any agents hereinafter referred to as the "**Settlement Agent**"). The Settlement Agent shall act irrespective of whether the Financial Transaction is executed on a trading venue or OTC. CMTA Invest expressly reserves the right to replace the Settlement Agent with another service provider at its own discretion. The Settlement Agent is exclusively a service provider for CMTA Invest; the Settlement Agent only provides services to clients if they have a separate agreement with the Settlement Agent.
- 3.3. The Settlement Agent may, under certain circumstances, require information and documents from the Client for the settlement of CMTA Invest's obligations resulting from the Financial Transaction. In such a case, the Client undertakes to provide the information and documents requested by CMTA Invest or the Settlement Agent.
- 3.4. The (technical) settlement of the Financial Transaction shall be carried out in accordance with the settlement specifications of the settlement system whose infrastructure is used to settle the respective Financial Transaction (hereinafter referred to as "**Settlement Conditions**"). CMTA Invest has no influence on these.
- 3.5. If the Contracting Parties do not agree otherwise, the settlement day of the Financial Transaction shall be the second day following the Conclusion of the Trade (T+2), which shall be determined in more detail by the respective Settlement Conditions - in particular with regard to the settlement times (hereinafter the "**Settlement Day**" or "**S**"). A "day" within the meaning of this Clause .3.5. shall be any day on which trading can take place in accordance with the Settlement Conditions.
- 3.6. The Buyer is obliged to fulfil its payment obligation arising from the Financial Transaction on the Settlement Day in accordance with the Settlement Conditions.
- 3.7. The Seller is obliged to fulfil its securities delivery obligation under the Financial Transaction on the Settlement Day in accordance with the Settlement Conditions.
- 3.8. If the Contracting Parties do not agree otherwise on a case-by-case basis, the Contracting Parties shall fulfil their obligations under the Financial Transaction in accordance with the principle of "delivery versus payment". The securities are thus only delivered to the disposal of the Buyer when he has fulfilled its payment obligation under the Financial Transaction as agreed.
- 3.9. The Contracting Parties are obliged to notify each other immediately if they are unable to fulfil obligations under the Financial Transaction agreement or if compliance with these obligations is at risk.

#### 4. Procedure in the event of a Default in delivery

- 4.1. If the Seller has not fulfilled its obligation to deliver securities in accordance with Clause 3.7, the Seller shall be in default of delivery.
- 4.2. The Seller in default of delivery may make up the delivery of the securities owed until the 14th day after the Settlement Date (S+14, hereinafter "**Grace Period**"). In the event that the Buyer itself has already committed itself to third parties to resell the securities owed by the Seller and has specifically informed the Seller thereof, the Seller may only make up the delivery of the outstanding securities until the 7th day after the Settlement Date (S+7, hereinafter "**Shortened Grace Period**").

- 4.3. If the Seller fails to deliver the outstanding securities within the Grace Period or the Shortened Grace Period, the Buyer may rescind the Financial Transaction with immediate effect by notifying the Seller accordingly. However, this right of rescission shall not apply if the Seller has committed himself in advance in a legally binding manner to procure those securities which he owes to the Buyer (coverage) and the Seller's delay in delivery is due to delays arising from this transaction and not to reasons for which the Seller is responsible. However, this requires that the Seller explicitly informs the Buyer that he has entered into an obligation to procure the securities owed.
- 4.4. Unless CMTA Invest explicitly notifies the Client otherwise, for the purposes of the agreement and settlement of Financial Transactions, CMTA shall be deemed to have (i) entered into a resale obligation within the meaning of Clause 4.2. in respect of those Financial Transactions in which it acts as Buyer; and (ii) entered into an obligation to procure the securities owed to the Buyer within the meaning of Clause 4.3. in respect of those Financial Transactions in which CMTA Invest acts as Seller. In this respect, the Contracting Parties record their common understanding that this clause is a notice within the meaning of Clause 4.2. of CMTA Invest's resale obligation or a notice within the meaning of Clause 4.3. of CMTA Invest's coverage obligation.
- 4.5. The provisions of this Section 4. shall also apply to the partial default or the partial subsequent delivery of securities owed under the Financial Transaction. Therefore, a partial default with respect to the outstanding securities shall also trigger the described consequences of default and the partial subsequent delivery shall also be permitted in accordance with the described subsequent delivery modalities and shall release the Seller from its delivery obligations to the respective extent. The provisions of this Clause 4.5. shall be overridden by the provisions of Section 5 of these T&C in the event of an agreement on partial delivery within the meaning of Clause 5.2.
- 4.6. If a Contracting Party is in default with the fulfilment of its contractual obligations arising from the Financial Transaction and if it is at fault for such default, it shall compensate the other Contracting Party for all disadvantages incurred by it as a result of the default. This obligation to pay damages shall, however, be limited to the amount of any increase in the value of the securities owed under the Financial Transaction that occurred between the actual Settlement Date and the end of the Grace Period, the Shortened Grace Period or any mutually agreed subsequent delivery terms.

## 5. PARTIAL DELIVERY

- 5.1. If, on the Settlement Date, the Seller has only part of the securities at its disposal which it owes to the Buyer under the Financial Transaction, there is no automatic partial settlement of the Financial Transaction. In such a case, the Seller is therefore in default of delivery with respect to all securities owed under the Financial Transaction.
- 5.2. However, in such a case, the Contracting Parties shall be free to agree by mutual consent on a partial settlement of the Financial Transaction. Furthermore, the Contracting Parties are free to change the obligations of the Contracting Parties arising from the Financial Transaction accordingly within the scope of such an agreement.
- 5.3. In the event of a partial default, an agreement within the meaning of Clause 5.2. on a partial settlement shall result in the provisions of Section 4. of these T&C no longer being applicable to that quantity of securities by which the Contracting Parties have mutually reduced the Seller's delivery obligation.

## 6. Other provisions

- 6.1. Communications between the Contracting Parties may be made in writing, in plain text or by telephone.
- 6.2. The Client agrees that CMTA Invest may, at its sole discretion, provide the Client with any information by electronic means, if necessary.
- 6.3. Contractual terms deviating from these T&C shall only be binding if CMTA Invest has explicitly agreed to them in writing in advance.
- 6.4. CMTA Invest shall be entitled to amend the present T&C. In case of an intended amendment, CMTA Invest shall inform the Client in due time, but at least 14 days before the intended amendment comes into force, about the content of the intended amendment. The Client has the possibility to object to the application of the intended amendment to the T&C until it comes into force. In case of such an objection, CMTA reserves the right not to enter into any further Financial Transactions with the client.
- 6.5. Should individual provisions of these T&C be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of the T&C. The same shall apply if the existence of a loophole in these T&C should become apparent. In place of the invalid or unenforceable provision or in place of a loophole, CMTA Invest and the Client shall agree on an appropriate provision which, as far as legally possible, comes closest to what the Contracting Parties would have agreed as a contractual provision if they had become aware of the invalidity or unenforceability or the loophole in good time.
- 6.6. No provision of these T&C shall be construed to conflict with any statutory obligations of any party.
- 6.7. If a Contracting Party is required by law or official order to act in a manner that violates the obligations under these T&C, the provisions of these T&C shall be applied with the proviso that the Contracting Party that complies with such law or official order shall not be at fault for the breach of contract.
- 6.8. The Contracting Parties shall not be responsible to each other for any breaches of contract caused by circumstances beyond their control (force majeure). This shall not apply if the respective Contracting Party could have prevented the effects of force majeure by taking appropriate precautions and culpably failed to do so or if the respective Contracting Party otherwise failed to take all reasonable measures to minimize the effects of force majeure.
- 6.9. The legal relationship between the Contracting Parties and all claims resulting therefrom may not be assigned or transferred by either Contracting Party without the prior consent of the other Contracting Party.
- 6.10. The contractual relationship between CMTA Invest and the Client shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict of law rules of private international law.
- 6.11. For all legal disputes in connection with the contractual relationship between CMTA Invest and the Client, it is agreed that the court with subject-matter jurisdiction in whose area CMTA Invest has its registered office shall have exclusive jurisdiction.