

Information for consumers

pursuant to Article 246b Section 2 Paragraph 1 in conjunction with Article 246b Section 1 Paragraph 1 EGBGB

identity, business register, register number	Diabetes Care Innovations Investment GmbH & Co. KG, Brüsseler Straße 7, 30539 Hanover, Germany, Commercial Register A of the Local Court of Hanover, HRA 204944
name of the authorised representative	Thomas Striepe
conclusion of the contract	<p>aescuvest international GmbH, Frankfurt am Main ("Platform Operator" or "Tied Agent"), will, on behalf of the Issuer, offer the Notes via the website www.aescuvest.eu ("Platform"), where the investor must register. aescuvest international GmbH acts in the name, on account of and under the liability of the BN & Partners Capital AG ("Placement Agent"). After the registration process, investors can view the information provided on the Platform and subscribe to the Notes online. If the investor wishes to subscribe to Notes, he can initiate the investment process by clicking on the respective button and entering the desired investment amount. The investor then enters the data required for the subscription that were not already requested during the registration process. The investor will receive an e-mail from the Platform Operator (acting on behalf of the Placement Agent) with further information on the offer and subscription documents. By clicking on the corresponding button, the investor can declare in a legally binding manner that he wishes to submit an application for subscription for the Notes in the amount specified by him ("Subscription Offer"). The Placement Agent will review the investor's Subscription Offer. Provided all necessary requirements are met, the Placement Agent will forward the Subscription Offer to the Issuer. The Issuer will decide at its own discretion whether to accept the Subscription Offer. The Issuer declaring its acceptance of the Subscription Offer ("Allotment") concludes the subscription agreement between the investor and the Issuer. An Investor will be notified of the number of Notes allocated to him immediately after Allotment by e-mail from the Platform Operator (acting on behalf of the Placement Agent, the Placement Agent in turn acting on behalf of the Issuer) to his e-mail address stored in the Platform ("Notification of Allotment"). The acceptance of the subscription declaration by the Issuer is subject to the condition precedent that a total number of Profit Participation Certificates will be subscribed so that the total investment amount amounts to at least EUR 500,000.00 ("Minimum Subscription") (during the offer period). If the Minimum Subscription Volume is not reached, the subscription agreements (concluded between the investors and the Issuer) and the Accession agreement DCI to the Shareholders' Agreement of Emperra GmbH E-Health Technologies (concluded between the Issuer and the Target) will not become effective. In this case, the Notes will not be issued, any payments already made to the Issuer by investors will be refunded and the Issuer will not become a shareholder of the Target.</p>
total price, price components, taxes paid	<p>The investor earns income from capital assets if he is a natural person with unlimited tax liability in Germany and holds his bond as private assets. Income is taxed at 25.00 % flat tax (<i>Kapitalertragsteuer</i>) plus 5.50 % solidarity surcharge (<i>Solidaritätszuschlag</i>) and, if applicable, church tax (<i>Kirchensteuer</i>). For investors who invest in the issuer through a corporation, the profits from the financing are subject to corporate (income) tax (<i>Körperschaftsteuer</i>) and trade tax (<i>Gewerbesteuer</i>). The tax burden is borne by the investor. Otherwise, the tax treatment depends on the personal circumstances of the respective investor and may be subject to change in the future. In order to clarify individual tax questions, the investor should consult a tax advisor.</p>
information on risks and liquidity of the investment and on past val-	<p>Information on volatility: The financial service does not refer to financial instruments whose price is dependent on fluctuations in the financial market over which the issuer has no influence.</p> <p>Information on past values: Past market or business developments as well</p>

ues	as past income are not a basis or indicator for future developments.
limitation of the period of validity of the offer and of the information made available	The Notes will be offered from 11 September, 2020 until 10 September, 2021. The Issuer is entitled to terminate the Offer Period prematurely at any time. Fifteen days after the end of the Offer Period, the Issuer will publicly announce the results of the Offer on the website www.aescuvest.eu . The information on which the offer is based is not limited in time.
payment and delivery arrangements	The consumer will be asked via e-mail to pay the nominal amount into the account specified in the subscription declaration. The Notes for which subscription applications have been submitted and allocated by 16 September, 2020 are expected to be delivered on the Issue Date 01 October, 2020. ("Issue Date"). The Notes subsequently issued are expected to be delivered ten banking days after allocation.
right of withdrawal	<p>Revocation Instruction Right of Withdrawal</p> <p>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:</p> <p>Diabetes Care Innovations Investment GmbH & Co. KG, Brüsseler Straße 7, 30539 Hanover, Germany c/o BN & Partners Capital AG, Steinstraße 33, 50374 Erftstadt, Germany, Fax: +49 (2235) 95 67 499, E-Mail: info@bnpartner.com</p> <p>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.</p> <p>End of the Revocation Instruction</p>
terms of termination	<p>Both the Issuer and the Noteholders are each entitled to terminate the Profit Participation Certificates with twelve months' notice to the end of a financial year (ordinary termination). However, notice of termination may be given at the earliest at the end of financial year 2035.</p> <p>The right to termination for grave cause remains unaffected (extraordinary termination). Grave cause justifying extraordinary termination shall also be deemed to exist if all shares held by the Issuer in the Target have been sold to one or more purchasers. In this case, the extraordinary termination is not subject to a time limit and can be declared at any time by the Issuer or the Noteholders.</p> <p>Any termination by the Noteholders (ordinary or extraordinary in the case of grave cause) will be effective only if declared uniformly by Noteholders who hold at least 25 % of the outstanding Profit Participation Capital.</p> <p>The issuer is entitled to ordinary termination in the following cases:</p>

	<ul style="list-style-type: none"> - non-payment of the nominal amount by the investor within four weeks of receipt of the Notification of Allotment, or - transmission of incorrect or incomplete custody account data which are not subsequently submitted or corrected four weeks after receipt of the Notification of Allotment, or - if the Placement Agent BN & Partners Capital AG is unable to meet its obligations in connection with the money laundering check within four weeks of receipt of the Notification of Allotment.
the EU Member State whose law governs the establishment of relations with the consumer prior to the conclusion of the contract	Federal Republic of Germany
law applicable to the contract and place of jurisdiction	The contract is subject to the law of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from and in connection with the contract shall be Frankfurt am Main to the extent permitted by law.
contractual and communication languages	English
out-of-court appeal and redress procedure	<p>We would like to point out that the body named below is responsible for consumer mediation:</p> <p>Conciliation office at the Deutsche Bundesbank P.O. Box 11 12 32 60047 Frankfurt am Main, Germany Phone: +49 69 2388-1907 fax: +49 69 709090-9901 E-mail: schlichtung@bundesbank.de Website: www.bundesbank.de/schlichtungsstelle.</p> <p>We take part in a dispute resolution procedure before this consumer arbitration board. The request to conduct a conciliation procedure must be submitted to the office of the conciliation body in text form (e.g. letter, e-mail, fax) or can be submitted via the European Platform for Online Dispute Resolution (http://ec.europa.eu/odr, for more information, please contact us immediately). The conciliation body shall not open conciliation proceedings if, inter alia no sufficient request has been made; if the dispute does not fall within the competence of the conciliation body and the request is not to be submitted to a competent consumer conciliation body; if conciliation proceedings have already been conducted or are pending before a consumer conciliation body in respect of the same dispute; if an application for legal aid has been rejected on account of the dispute because the intended course of action did not offer a reasonable prospect of success or appeared deliberate; if the dispute is already pending before a court or tribunal or a court has ruled on the dispute by a substantive judgment; if the dispute has been settled by compromise or otherwise; or if the claim which is the subject of the dispute is time-barred and the defendant has raised a plea of limitation. The conduct of a conciliation procedure may also be refused if a fundamental legal question relevant to the conciliation of the dispute has not been clarified or if facts which are decisive for the content of a conciliation proposal remain in dispute because the facts cannot be clarified by the conciliation body. The further requirements for appealing to the conciliation body are set out in § 14 of the Injunctions Act and the Financial Conciliation Body Ordinance, which can be obtained from the above link.</p> <p>The European Commission has launched a European Online Dispute Settle-</p>

	ment 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.
guarantee funds/claims-settlements	There is no deposit guarantee, no guarantee fund and no compensation arrangements.