Legal Self-assessment by the Company

I. Preamble

The purpose of this self-assessment is to evaluate a potential transaction regarding the Company. The information provided herein will be used in connection with such evaluation. Hence, any untrue or inaccurate information will lead to a wrong evaluation with the respective consequences for a potential transaction.

Company:

Shareholders(s):

Prepared by:

Place & Date: _____,

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II. Self-assessment

Please confirm by checking the boxes or explain if a confirmation cannot be provided, supporting documents should be provided.

1.0 CORPORATE STATUS & STATUS OF THE BUSINESS

	Yes / confirmation given	No / Further explanation & documents provided
1.1. OWNERSHIP OF SHARES		
1.1.1 Confirmation that list of current Shareholders is complete (**Attachment 1.1.1.**)	☐	☐
1.1.2 Confirmation that Shareholders are the sole legal and beneficial owners of all shares listed in **Attachment 1.1.1.**	☐	☐
1.1.3 Confirmation that all shares are free and clear of all liens and encumbrances or other rights of third parties and no person has claimed to be entitled to any of the foregoing	☐	☐
1.2. SHARE CAPITAL AND SHARES		
1.2.1. Confirmation that cap table is correct and complete (**Attachment 1.2.1**).	☐	☐
1.2.2. Confirmation that no share certificates exist or have been issued. If this is not the case, provide sample of certificate(s) issued (**Attachment 1.2.2.**).	☐	☐
1.2.3. Confirm that existing shares are fully paid-in. If not, provide the percentage of the capital that is paid-in and the details to which specific shares have been paid-in and which have not.	☐	☐
1.2.4. Confirm that except for the obligations resulting from the Shareholders' Agreement, the Company has not issued or authorized, or undertaken to issue or to authorize, nor is bound to issue or to authorize, any share, or other form of security or instrument (including debt instruments, options and warrants) that may, immediately or in the future, give any right or access in any manner whatsoever to the share capital and/or voting rights of the Company and/or to any economic or beneficial interest in the Company.	☐	☐
1.2.5. Confirm that each of the shares grants the same rights over the assets of the Company and the same voting rights at general meetings of the Company. If not, provide the details for each share class.	☐	☐

1.3. NO SUBSIDIARIES

1.3.1. Confirm that the Company holds no equity interest in any other Company. If not, provide details for each subsidiary (**Attachment 1.3.1.**) to this question as well as all other questions of this self-assessment. ☐ ☐

1.4. CORPORATE EXISTENCE AND GOOD STANDING

1.4.1. Confirm that the Company is duly organized and validly existing under the laws of the jurisdiction of their respective incorporation. Please provide a current excerpt from the Company's commercial register, trade register or similar register. Please confirm that all items to be stated in such excerpt are stated correctly therein and, if not, please explain deviations. ☐ ☐

1.4.2. Confirm that the Company is not subject of any insolvency, bankruptcy, composition, amicable settlement or organization proceedings or resolution to liquidate and no judicial or administrative decision that might have the same result has been pronounced or is likely to be pronounced in respect of the Company. There are no facts or circumstances which would allow for such proceedings to be initiated. ☐ ☐

1.4.3. Confirm that all registers, minute books, books of account or other records that must be maintained by the Company under applicable law are up-to-date, are maintained in accordance with applicable law on a proper and consistent basis and contain complete and accurate record of all matters required to be dealt with in such registers, books or records, and the Company possesses (or controls) all such registers, books or records and all other documents (including documents of title) that are the property of the Company or that ought to be in its possession. ☐ ☐

1.4.4. Confirm that all filings or formalities that under applicable law the Company must deliver or make to a governmental authority in each relevant jurisdiction have been duly delivered or made on a timely basis ☐ ☐

1.5. RELATED PARTY TRANSACTIONS

1.5.1. Confirm that all agreements between the Company and any of the Shareholders, any of the key employees and/or any of their related parties are on an at arms' length basis. ☐ ☐

1.5.2. Confirm that neither of the Shareholders has any claims against the Company (except for contractual wage entitlements, if any). ☐ ☐

1.6. INVESTMENTS

1.6.1. Confirmation that the Company has not entered into any agreements with third parties relating to the sale or purchase of a business, whether by share or asset deal or otherwise. ☐ ☐

1.6.2. Confirmation that the Company has not entered into any obligation to subscribe for share capital in any other Company. ☐ ☐

2.0. ASSETS

2.1. FIXED AND CURRENT ASSETS

2.1.1. Confirm that the Company is the sole and unrestricted owner of all the assets used or required by the Company in relation to the business. To the extent that the Company is not the outright owner of the assets, please indicate the basis for such use. ☐ ☐

2.1.2. Confirm that all assets used by the Company in relation to the Business are in full use and are in good workable condition save for normal wear and tear. ☐ ☐

2.2. REAL PROPERTY

2.2.1. Confirmation that the Company does not own any real property. ☐ ☐

3.0. COMPLIANCE & PAYMENTS

3.1. LEGALITY OF BUSINESS OPERATIONS AND COMPLIANCE

3.1.1. Confirm that the Company has complied and complies with all private and public employment and labor, occupational, health, immigration, money laundering, safety, environmental, antitrust laws, anti-bribery law, regulations, decrees, and orders applicable. ☐ ☐

3.1.2. Confirm that the competent authorities have not informed the Company in connection with any alleged non-compliance with such laws, regulations, decrees and orders. ☐ ☐

3.1.3. Confirm that the Company is using updated and professionally checked terms & conditions as well as privacy rules that are fully compliant with all applicable laws (e.g. GDPR). ☐ ☐

3.1.4. Confirm that the Company has retained professional legal support for each foreign market it is active ensuring full compliance with all applicable laws. ☐ ☐

3.2. NO UNLAWFUL PAYMENTS

3.2.1. Confirmation that the Company has not used in the context of its business any corporate funds for unlawful contributions, payments, gifts, or entertainment, or made any unlawful expenditures relating to political activity to government officials or established or maintained any unlawful or unrecorded funds in violation of the laws of any national, federal, state, local or foreign jurisdiction. ☐ ☐

4.0. INTELLECTUAL PROPERTY

4.1. Intellectual Property Rights

4.1.1. Confirm that except for standard software licensed by the Company, the Company owns all the know-how and all patents, trademarks, trade names, copyrights, domain names and other intellectual property rights ("Intellectual Property Rights") used and required by the Company for the operation and conduction of its business. ☐ ☐

4.1.2. Confirm that Company is registered as proprietor with respect to all trademarks listed in **Attachment 4.1.2** ☐ ☐

4.1.3. Confirm that the Company is registered as proprietor, or has applied to be so, with respect to all domain names listed in **Attachment 4.1.3.** ☐ ☐

4.1.4. Confirm that trademarks and domain names that are listed in **Attachments 4.1.2. and 4.1.3.**, are free and clear of all liens, encumbrances and license rights, full title to such trademarks and domain names and such rights are unexpired and have neither been abandoned nor has their validity and enforceability been challenged. All registration and maintenance fees have been paid. There is no use by any person of any Intellectual Property Rights or confidential information of the Company. ☐ ☐

4.1.5. Confirm that there is no use by any person of any Intellectual Property Rights or confidential information of the Company and no former or actual infringement or breach by any third party of any of the Intellectual Property Rights held or used by the Company exists. ☐ ☐

4.1.6. Confirm that subject to mandatory intellectual property assignment restrictions to the contrary (Copyright), no employee of the Company or Shareholder holds any Intellectual Property Rights or has the right to make a claim in respect of the ownership of Intellectual Property Rights held or used by the Company. ☐ ☐

4.1.7. Confirm that no activities of the Company infringe any Intellectual Property Rights or rights under unfair competition laws of any third party. ☐ ☐

4.1.8. Confirm as of the date of signature of this Self-assessment, no claim has been made in writing against the Company in respect of such infringement. ☐ ☐

4.1.9. Confirm that no claims have been made or threatened challenging the use, validity, existence or enforceability of the Intellectual Property Rights or any other intellectual property rights of the Company. ☐ ☐

5.0. EMPLOYMENT

5.1. EMPLOYMENT MATTERS

5.1.1. Confirm that **Attachment 5.1.1.** contains an anonymized but otherwise complete and correct list of all employees of the Company as of the date of signature of this Self-assessment. ☐ ☐

5.1.2. Confirm that **Attachment 5.1.2.** lists all benefit plans, insurance arrangements, share options or other equity plans, fringe benefits, retirement benefits or other pension schemes or arrangements that the Company maintains, sponsors or contributes to and that benefit any current employee, officer, director or consultant of the Company. ☐ ☐

5.1.3. Confirm that the Company has in relation to each of its employees in all respects complied with all obligations imposed by all relevant laws, ordinances and collective agreements. ☐ ☐

5.1.4. Confirm that there exists no collective bargaining or other union agreement to which the Company is a party. ☐ ☐

5.1.5. Confirm that the Company does not have in existence any virtual or real share incentive scheme. If not, provide share incentive schemes that are in existence as **Attachment 5.1.5.** ☐ ☐

5.1.6. Confirm that there is no lawsuit, legal action, administrative proceeding or claim pending or threatened with respect to any employee. ☐ ☐

5.1.7. Confirm that no key employee has terminated or has indicated their intentions to terminate her or his employment with the Company nor has the Company terminated the employment with any such key employee. ☐ ☐

5.1.8. Confirm that there are no salary increases that have not been implemented, other than in the ordinary course of business. ☐ ☐

5.1.9. Confirm there is no liability of the Company for any overtime work, excess hours or accrued vacation of its employees, other than in the ordinary course of business. ☐ ☐

5.2.0. Confirm that the Company is and has been fully compliant with the statutory provisions regarding authorization for night and Sunday work of its employees and the Company has duly and fully compensated any such night and Sunday work of its employees and/or has made appropriate provisions in the financial statements. ☐ ☐

6.0. SOCIAL SECURITY & PENSION PLANS

6.1. SOCIAL SECURITY CONTRIBUTIONS / PENSION PLANS

6.1.1. Confirmation that the Company has and will comply with all relevant social security regulations and have and will make all deductions and payments required to be made under such regulations for all social security, employment related insurance premiums and pension plan contributions in respect of its employees. ☐ ☐

6.1.2. Confirmation that the Company has fully paid any and all social security contributions as and when due and there are no claims against the Company regarding social security contributions other than ordinary payments. ☐ ☐

6.1.3. Confirmation that all accrued pension claims of the Company's employees are either covered by funds of a special foundation, by insurance contracts or provisions the Company has specifically established for such purpose, all pursuant to applicable law and actuarial principles consistently applied in the past two financial years. ☐ ☐

6.1.4. Confirmation that the details of the employees' pension plans of the Company are contained in **Attachment 6.1.4.** ☐ ☐

6.1.5. Confirmation that the Company is not required to contribute to any pension arrangement (contractual or otherwise) other than the pension plans in **Attachment 6.1.4.** ☐ ☐

6.1.6. Confirmation that the records of the pension plans have been properly and accurately maintained. ☐ ☐

7.0. CONTRACTS

7.1. CONTRACTUAL MATTERS

7.1.1. Confirmation that list of commercial agreements – distributors, letter of intents, suppliers, partners, customer agreements, etc. - (**Attachment 7.1.1.**) that are the material agreements of the Company and are in full force and effect and no notice of termination has been received or given is complete. ☐ ☐

7.1.2. Confirmation that the material agreements do not contain material obligations of the Company that are not in writing and do not infringe any third-party rights. ☐ ☐

7.1.3. Confirmation that the Company is compliant with such material agreements and has performed all material obligations arising out of or related to such material agreements. ☐ ☐

7.1.4. Confirmation that no agreement of which the Company is a party to contains a change of control clause. ☐ ☐

7.1.5. Confirmation that the Company is not party to any agreement that (i) is not entered into on arm's length basis, or (ii) under which the Company, as of the date hereof, is in breach that could lead to a liability for breach of contract, or (iii) give any third party a right to terminate or vary, or result in any penalty, liquidated damage or other compensation for breach to be paid. ☐ ☐

8.0. IT EQUIPMENTS

8.1. COMPUTERS AND IT

8.1.1. Confirmation that the computer programs, hardware, firmware, equipment and ancillary equipment and IT infrastructure essential for carrying out the business of the Company (including software, communication links and storage media) ("IT systems") are in good operating order and reliable to satisfy the IT needs for the operation of the business. ☐ ☐

8.1.2. Confirmation that the IT systems are secured against unauthorized access and processing and against loss or destruction of any data controlled or processed by the Company. ☐ ☐

8.1.3. Confirmation that in the event of any failure of the IT systems, the Company has in place back-up, disaster recovery and other systems and procedures to enable its business to continue without material adverse change. ☐ ☐

8.1.4. Confirmation that the software used by the Company is either owned by the Company ☐ ☐

or duly licensed from third parties in a manner sufficient for the continued operation of the business.

8.1.5. Confirmation that all data used by the Company is, and has been collected, stored, transferred and otherwise processed in compliance with all applicable data protection laws, and in particular is, respectively has been adequately protected against loss, destruction and against unauthorized disclosure, processing and access. ☐ ☐

9.0. INSURANCE

9.1. INSURANCE MATTERS

9.1.1. Confirmation that the Company has taken out insurance as reasonably required to cover the risks related to the business of the Company. ☐ ☐

9.1.2. Confirmation that the respective insurance policies are in full force and effect. ☐ ☐

9.1.3. Confirmation that no notice of cancellation has been given or received by the Company with respect of any of the said policies and the Company has done nothing either by way of action or inaction that would reasonably be expected to lead to the cancellation of such policies. ☐ ☐

9.1.4. Confirmation that the Company has paid all premiums due and owed under the said insurance policies and has in all material respects fulfilled all obligations imposed on them under any such insurance policy. ☐ ☐

9.1.5. Confirmation that there is no claim outstanding under any such insurance policies. ☐ ☐

10.0. TAXES

10.1. TAXES MATTER

10.1.1. Confirmation that all information, returns, registrations, notifications and computations required by law and regulations that should be or should have been made or filed by the Company with respect to any taxes have been validly and timely made and filed in due time with any competent governmental authority and are complete and correct in accordance with all applicable laws and with any agreement or arrangement made with any competent governmental authority. ☐ ☐

10.1.2. Confirmation that the Company has timely paid, withheld, or made appropriate provisions for the payment of all taxes payable. ☐ ☐

10.1.3. Confirmation that to the extent not paid but due, the provisions for Taxes are sufficient to cover the payment of any and all taxes for which the Company has been or may be liable up to the date of this self-declaration. ☐ ☐

10.1.4. Confirmation that there has not been any transaction to which the Company is a party to that for tax purposes qualifies as a hidden distribution of profits or constructive dividend (hidden profit distribution). ☐ ☐

10.1.5. Confirmation that the Company is not party to any action or proceeding by any governmental tax authority for assessment or collection of taxes, nor has any claim for assessment or collection of taxes been asserted or threatened against them and there are no outstanding or threatened claims in relation to taxes. ☐ ☐

10.1.6. Confirmation that the Company has enlisted all tax rulings issued by any tax authority in **Attachment 10.1.6.** ☐ ☐

10.1.7. Confirmation that the Company has no permanent establishments (Betriebsstätte). ☐ ☐

11.0. LITIGATION

11.1. LITIGATION AND LEGAL PROCEEDINGS

11.1.1. Confirmation that there exist no actions, suits or proceedings pending or threatened against the Company and/or any of its directors and/or any of its officers either in court, arbitral tribunal or before administrative board, agency or commission. ☐ ☐

12.0. AUTHORITY

12.1. AUTHORITY; NO CONFLICT

12.1.1. Confirmation that the Shareholders and the Company have the requisite power and authority to enter into a transaction as contemplated. ☐ ☐

12.2. NO INJUNCTIONS OR PROHIBITIONS

12.2.1. Confirmation that no judgement, order or injunction shall have been instituted and be pending, which challenges or prohibits the contemplated transaction. ☐ ☐

13.0. GOOD FAITH

13.1. GOOD FAITH DISCLOSURE

13.1.1. Confirmation that no information disclosed herein by the Company is purposely misleading, incomplete or inaccurate in any material respects. ☐ ☐

13.1.2. Confirmation that there are no material facts or circumstances relating to the Company or shareholders that have not been disclosed herein and that could reasonably be expected to be disclosed by somebody acting in good faith. ☐ ☐

III. Final

The Company and the Shareholders hereby individually represent and warrant to BV4 that the representations and warranties as set forth in this Self-assessment are true and accurate on the date of this Self-assessment. Should there be any inaccurate or untruthful information presented in this Self-assessment, the Company damages BV4 and EIT Health who is relying on the information provided by BV4 and thus negatively affect the recommendation of BV4 to EIT Health. In addition, the Company and the Shareholders will immediately inform BV4 about any material change in this Self-assessment after this Self-assessment was prepared for as long as the potential transaction is under consideration.

Signature

Place & Date: _____,

For the Company: _____

Authorized Shareholder:

IV. Attachments

1.1.1 List of current Shareholders

(with full names of all shareholders, their business address, registration address and respective shares – if not already submitted to EIT Health)

1.2.1. Cap table

1.2.2. Share certificate

1.3.1. Details of subsidiaries (if applicable)

4.1.2. List of trademarks

4.1.3. List of domains

5.1.1. List of employees

5.1.2. List of benefit plans (if applicable)

5.1.5. Share incentive scheme (if applicable)

6.1.4. Details of pension plan

7.1.1. List of agreements

10.1.6. List of tax ruling