

General Terms and Conditions of the Herausgebergemeinschaft Wertpapier-Mitteilungen, Keppler, Lehmann GmbH & Co. KG (hereinafter referred to as WM Datenservice) for the ‘LEI Online Registration Service‘

1. The Legal Entity Identifier (LEI) is a unique identification for legally independent entities (legal entities). The objective of the LEI is to promote transparency in the financial markets and support an improved risk assessment within the scope of financial transactions. LEIs are generally allocated by WM Datenservice among others, in accordance with the ISO standard 17442 and the current guidelines and requirements of the Global Legal Entity Identifier Foundation (GLEIF) - this is the supervising authority in the Global Legal Entity Identifier System - known as GLEIS in short - which monitors the correct allocation of LEI. WM Datenservice has been accredited by GLEIF as a competent official allocating agency, so-called Local Operating Unit (LOU). The purpose of the WM-LEIPORTAL provided via the Internet by WM Datenservice is, among others, to grant legally independent entities the access to the LEI Online Registration Service. This service can be used to apply for or to make and manage LEI registrations online in accordance with these terms and conditions.
2. The LEI Online Registration Service by WM Datenservice is not directed at individuals as such in accordance with the objective of the LEI – unique identification of legally independent entities as per LEI standard ISO 17442. Hence, only the legally independent entities have access authorization as per LEI standard ISO 17442 such as companies, corporations of the public law and investment fund (hereinafter referred to as service recipients) by the user of the LEI online registration service of WM Datenservice commissioned by it for this.
3. For participation in the LEI Online Registration Service of WM Datenservice, it is necessary for the service recipient to conclude a service agreement with the following content regulations. The subject-matter of this service agreement is the activation of an online user account (user name and password) for the service recipient for the online registration and management of LEI via the WM-LEIPORTAL of WM Datenservice on the Internet. The subject-matter of this service agreement is also the processing of registrations of LEI for the service recipient, the existence of the technical prerequisites provided. “LEI registration” or “Register” in terms of these general terms and conditions refers to the initial registration of LEI as well as the renewal of already registered LEI or the transfer of LEI from other allocating agencies to WM Datenservice or from WM Datenservice to other allocating agencies.
4. This service agreement is concluded by the user by filling up and sending the activation form for the LEI Online Registration Service, his approval of these general terms and conditions applicable for this on behalf of the service recipient and the following online activation of the service recipient by WM Datenservice. Its duration shall come to an end automatically, notwithstanding termination, with the expiry of the Legal Entity of the service recipient or the expiry of the LOU, whichever event is earlier. The online user account is exclusively for use by the service recipient and by the user commissioned by it and registered for this by it in the LEI Online Registration Service. The service recipient is responsible and liable to pay for all the services commissioned with his

access data in the LEI Online Registration Service. Hence, he is responsible for keeping the access data safe in his own interest.

5. The user of the LEI Online Registration Service assures adequate authorisation on part of the service recipient by filling up and sending the activation form, to register LEI and accepting these general terms and conditions of the LEI Online Registration Service on behalf of him and thus allow the required service agreement to be concluded by proxy. A pseudonymous or anonymous activation is not possible. In case of incorrect information about the identity of the user or the identity of the service recipient(s) specified by him, WM Datenservice has the right to exclude users and/or service recipients from the (further) use of the LEI Online Registration Service and mark or block already registered LEI correspondingly. If the user or service recipient also commissions services in the LEI Online Registration Service for or to third parts, such as the registration of LEI for third parties, it thus likewise declares its agreement with these general terms and conditions of the LEI Online Registration Service and simultaneously assures WM Datenservice with the respective commissioning to have sufficient authority for this and also proves its authority separately if asked by WM Datenservice.
6. This service agreement can be terminated by the parties properly at any time with a notice of 14 days to the end of a calendar month in writing, in text format or with a notification to the email addresses of the parties saved in the user account, e.g. if:
 - the LEI registered using the user account was transferred to another LEI allocating agency or GLEIF and no other LEIs are registered using the user account, or
 - the legally independent entity, for whom a LEI was registered using the user account finally stops maintaining an LEI and no more LEIs are registered using the user account.
7. In addition, WM Datenservice can properly terminate this service agreement with a notice of 5 working days in writing, in text format or with a notification to the email address of the service recipient saved in the user account if this LEI of WM Datenservice or GLEIF was taken from the legally independent entity, for whom an LEI was registered using the user account, owing to non-compliance with the requirements within the scope of the registration, management or renewal of an LEI issued one-time (e.g. reporting and updating duties). This is also applicable if other LEIs are registered using this user account. They are transferred in agreement with GLEIF.
8. Moreover, this service agreement can be terminated for an important reason at any time in writing, in text format or with a notification to the email addresses of the parties saved in the user account, e.g.
 - by WM Datenservice in case of severe or repeated violations of duties by the service recipient as per this service agreement, unless they can be mended completely or after setting a deadline and expiry of 10 working days by the service recipient, was not completed, or
 - by both the parties if the legally independent entity, for whom an LEI was registered using the user account, expires as such, insofar as no other LEIs are registered using the user account, or
 - by WM Datenservice if WM Datenservice discontinues the operation of the LEI allocating agency or the contractual basis for this, the so-called master

agreement with GLEIF was terminated; compensation claims of the service recipient are not applicable in these cases.

9. LEI registrations that have already been issued, but still not processed completely will become invalid in case of termination as per the above mentioned clauses 7 to 9; the repayment of payments already received for this at WM Datenservice is not owed by WM Datenservice.
10. For the registration of LEI at WM Datenservice, the service recipient is under an obligation
 - to submit the information required for this correctly, completely and true to the original,
 - to register only one LEI in each case for a legally independent entity; the service recipient acknowledges that a double or multiple registration – irrespective of whether at WM Datenservice and/or at another LEI allocating agency - is not permitted, and if the check conducted by WM Datenservice shows that a LEI was already registered for the respective legally independent entity, the LEI registration must be rejected by WM Datenservice by fully calculating the fees due for the LEI registration,
 - to check the transferred information and the LEI master data generated from the user account at least once a year irrespective of the occasion and verify their correctness, completeness and authenticity or replace it with corresponding latest information, and
 - to make corresponding changes in the user account for occasions on part of the service recipient that have or could have an influence on the LEI registration or the LEI master data maintained for this in each case at WM Datenservice, or notify to WM Datenservice via communication paths possibly setup otherwise by WM Datenservice for this.
11. With the registration of an LEI for a UCITS, AIF or special AIF in the scope of application of the German Capital Investment Code (KAGB), the service recipient shall confirm that the financial investment management company in question has transferred the investment conditions to the supervisory authority in accordance with §§ 162.266.273 of KAGB and the special assets already constituted the corresponding contracts subject to some approvals by the supervisory authority. The service recipient is under an obligation to immediately inform WM Datenservice about circumstances which may result in the lapse or the dissolution of the separate assets.
12. With the LEI registration within the scope of the ISO 17442 standard and the current guidelines and requirements of GLEIF for this, the service recipient refrains from asserting all possible contradictory or overlapping rights (such as naming, copyright or utilisation laws) to the registered LEI and the information about LEI, which should be publicly accessible and freely usable with and via the LEI (e.g. LEI master data). This information and the LEI based hereupon are determined in GLEIS so that they can be used or forwarded freely and unrestricted by everyone as a so-called Public Domain for information purposes via the company registered under the LEI. The service recipient grants WM Datenservice, as an allocating agency of the LEI, and GLEIF, as a supervisory authority of GLEIS, for the information specified within the scope of the LEI registration and also for the LEI itself, temporally, contentwise and locally unrestricted, free of charge, irrevocable, freely transferable and unrestricted sublicensable rights of use for using and registering the LEI with the necessary information as well as their

worldwide free publication, and at the same time, allows everyone to use and forward it freely, without hindrances and free of charge. Without this prerequisite, the LEI registration is not possible in this regard according to ISO 17442 and the guidelines and requirements of the GLEIF. With the LEI registration and transfer of the information for this, the service recipient assures that it is prepared and authorized, for its own legal entity as well as - in case of applications for LEI registration for the legally independent entity (entities) represented by it or commissioned to it – for this/these legally independent entity (entities) represented by it or those commissioned to it, for a disclaimer or for a granting of rights in the above mentioned scope.

13. The service recipient agrees that WM Datenservice provides LEI Online Registration Service and the services provided for this as per the service agreement according to type, content and scope in accordance with the ISO standard 17442 and the current guidelines and requirements of GLEIF in each case. According to it, it is currently, unless otherwise agreed in writing or text format, necessary that the service recipient provides all the information, applications and requests within the scope of the LEI registration with a date and submits it after it has been properly signed by at least one authorized signatory and proves the authority to sign of the signatory by submitting a proper valid power of attorney issued to it in the form of the current test requirements of WM Datenservice in each case. The service recipient acknowledges that WM Datenservice may not check or carry out any LEI registration according to GLEIF without the existence of these prerequisites.
14. WM Datenservice shall process the LEI registrations immediately within the scope of the available capacities in the sequence of their receipt and/or in connection of the possibly agreed service level. If the result of the check conducted by WM Datenservice indicates that an LEI can be registered for the service recipient, WM registers the LEI after the check and notifies this to the service recipient. If the check indicates that the technical prerequisites for an LEI registration are not fulfilled, WM Datenservice is authorized to reject the LEI registration. A repayment of the fees paid for the review of the technical prerequisites, to the service recipient is not due in these cases.
15. Information for data storage: The personal data collected within the scope of the LEI registration is stored for verification and checking purposes required for ISO 17442 or the guidelines and requirements of GLEIF for the entire duration of the LEI registration as well as after it for up to an additional 10 years (start of the period at the end of the calendar year, in which the LEI registration ended at WM Datenservice). Unless explicitly provided in the above mentioned specifications, personal data will be forwarded only if and insofar as it needs to be disclosed owing to legal, judicial or official provisions. This is especially applicable if an LEI registration of the service recipient with respect to the LEI is challenged inherently or with reference to the LEI master data by the respective legal entity, for which the registration is/was carried out or a third-party legal entity or another third party ("LEI-Challenge"). If the challenge is about a procedure established or regulated for it by WM Datenservice or GLEIF, the service recipient is under an obligation to participate and cooperate within the scope required in each case for ISO 17442 or the guidelines and requirements of GLEIF or WM Datenservice.
16. For the rest, WM Datenservice processes personal data, essentially only for the purpose of contract processing, customer care as well as within the scope of what is

legally permissible for sales campaigns as well. If advertising is no (longer) desired, data usage for advertising purposes can be objected at any time at WM Datenservice – e.g. using the contact data mentioned on the WM-LEIPORTAL or via an email to service@wmDaten.com. For further information on our data privacy policy, please refer to our [data protection](#) site.

17. The provision of the WM-LEIPORTAL on the Internet and the LEI online registration service accessible via this is designed by WM Datenservice within the scope of the technical options and what is financially reasonable for maximum possible availability and is oriented towards the availability 24/7. Nevertheless, no guarantee can be assumed for access and availability at any time – this is particularly applicable during maintenance work and for accessibility of the service via Internet, whose efficiency and current bandwidth are not influenced by WM Datenservice. WM Datenservice reserves the right to temporarily interrupt the access to the WM-LEIPORTAL or to the LEI online registration service for carrying out work related to the data backup, system and fewer requests, unless this work can anyway be done outside customary working hours.
18. WM Datenservice shall ensure the provision and commitment of the WM-LEIPORTAL and the LEI Online Registration Service to the best of its ability and by taking into account the current status of the information technology. In case of force majeure and unforeseeable events, for which WM Datenservice is not responsible and which make it necessary to discontinue or limit its operation, WM Datenservice is exempted from the provision of services according to this service agreement or the provision of the WMLEIPORTAL and the LEI Online Registration Service for the duration of the disability as well as a suitable start time. Force majeure is the equivalent of fire, strike, lock-out, traffic disruptions, wire faults of third parties and technical problems - e.g. of the EDP system (e.g. network failures) - as a result of external attacks (e.g. hackers or virus attacks) and other circumstances, for which WM Datenservice is not responsible, but which significantly complicates or compromises the provision of the WM-LEIPORTAL and the LEI Online Registration Service. The liability for damages due to force majeure or equivalent events is excluded.
19. The services provided within the scope of the LEI Online Registration Service take place with utmost care from the point of view of WM Datenservice. This is particularly applicable to the processing of LEI registrations including the technical review of the information transferred to WM Datenservice in this case as well as their integration and continuous provision and maintenance in the databases of WM Datenservice, e.g. also in the LEI register. Nevertheless, no guarantee can be assumed for the unrestricted compliance at all times with the current requirements of the ISO 17442 standard and the current guidelines and requirements of GLEIF in each case for this as well as the correctness, up-to-dateness and completeness of the LEI, the LEI master data and the other information about LEI saved in the databases of WM Datenservice and that which is published about it. The information shall be provided and published according to the content and scope the way it is contained in this. However, WM Datenservice assures that any faults emerging within the scope of the options and what is financially reasonable will be rectified immediately and completely. No further claims can be made in this regard. Notifications within the scope of the LEI Online Registration Service to the service recipient will be made without guarantee for spelling mistakes, typing errors and the like.

20. Any compensation claims against WM Datenservice as well as its employees, assistants and vicarious agents are ruled out unless the damage was caused intentionally or in a grossly negligent manner. This is not applicable in case of a violation of the important contractual obligations. Important contractual obligations are those obligations, fulfilment of which allows the contract to be executed properly in the first place and whose compliance the contract partner has or may have faith in regularly - i.e. the main contractual obligations. In case of a slightly negligent violation of important contractual obligations, the compensation for damage is restricted to the direct damage, whose occurrence was typically foreseeable at the time of the contract conclusion. A liability for other damages is ruled out.
21. The period of limitation for warranty claims against WM Datenservice is one year after the statutory start of the limitation period, unless they are based on intent or gross negligence. In case of slightly negligent actions, the limitation period depends on the statutory provisions for the liability for damages, which are based on the violation of an important contractual obligation.
22. The service recipient is under an obligation to pay the GLEIF charges and fees stipulated in the valid price list of WM Datenservice for the registration of LEI as well as the services commissioned by WM Datenservice within the scope of the LEI online registration service. All the fees and charges will be invoiced electronically in advance and must be paid exclusive of the statutory turnover tax. The service recipient approves of the electronic transfer of the invoice. The payments are made at the option of the service recipient by bank transfer or other payment types offered by WM Datenservice to the service recipient via the user account. For this purpose, separate terms and conditions may apply which are there available, and must be accepted by the service recipient before the payment method is used. For invoices, which have still not been settled after 45 days, WM Datenservice is authorized to cancel and delete the underlying orders and/or LEI registrations automatically.
23. If the service recipient commissions the separate invoicing to third parties for (partial) services – such as commissioning of LEI registrations –, WM Datenservice shall do the calculation for these third parties only on account of performance and exclusively for the payment via bank transfer. Paragraph 23 last sentence shall apply accordingly if the service recipient does not compensate the invoice initiated by him to third parties after the deadline of 10 days after being informed by WM Datenservice.
24. WM Datenservice is authorized to check the price list and/or compensation regulation applicable to this service agreement once a year and change it by announcing via the WM-LEIPORTAL with effect from 14 days to the end of the month for the future. Within the scope of the cost covering principle, this includes the necessary price adjustments or the introduction of new fees and regulations for this. This is particularly applicable in the scope and for the balancing of modifications in case of personnel and material costs. In case of price reductions, there is no repayment claim for payments already made to WM Datenservice until its legal validity within the scope of the LEI registration.
25. If the service recipient or the third party possibly commissioned by it as the invoice recipient has its head office outside the Federal Republic of Germany, it or the third party

shall also accept all the other taxes and duties, which are linked to the LEI registration nationally or internationally, unless they refer to the net earnings of WM Datenservice. If the service recipient or the legal entity for which the LEI registration is made and/or the specified invoice recipient with their head office abroad is legally under an obligation to deduct or withhold its own taxes, duties or similar amounts from the fees calculated by WM Datenservice, it/they owes/owe WM Datenservice the fees increased to the same extent by these amounts to be deducted or withheld such that the amount received by WM Datenservice after the deduction or withholding corresponds 100% to the invoice amount in each case. WM Datenservice is, unless stipulated otherwise by law, not under an obligation to participate in tax proceedings abroad or handover documents for the same. This is the sole responsibility of the service recipient or the respective legal unit or the invoice recipient.

26. WM Datenservice especially indicates this to the service recipient and the service recipient acknowledges that

- the LEI as regards the first registration and subsequent renewals in the validity are possibly subject to other special specifications of GLEIF and they may also change during the term of the service agreement, the service recipient on the basis of the legal specifications or internal inspection results for compliance with ISO 17442 as well as guidelines and requirements of GLEIF or WM Datenservice and/or adapt it according to content, type and scope or obligate the service recipient to make the corresponding changes and/or adaptations,
- GLEIF is authorized to transfer registered LEIs from one allocating agency to another allocating agency or, if applicable, also to its own administrative authority,
- the service recipient is authorized at all times to get LEIs registered by it with WM Datenservice transferred to another LEI allocating agency nominated by it in accordance with the valid GLEIF regulations for the transfer of LEIs and/or authorize another LEI allocating agency to carry out a corresponding transfer in its name from WM Datenservice to this other LEI allocating agency,
- WM Datenservice cannot transfer any LEIs on its own initiative and special fees are also not charged for transfers from WM Datenservice.

27. WM Datenservice is entitled, to make amendments and additions to these general terms and conditions (for the LEI Online Registration Service) if new legal, regulatory, administrative, or technical requirements have caused more than a minor disturbance of the balance between service and consideration, or a gap in the contract, or if an additional provision is required due to the introduction of new functions in our LEI online registration service and (in consideration of the service recipient's interests) the adjustments are reasonable for the service recipient. WM Datenservice announces the amendments to these general terms and conditions latest 8 weeks prior to the date on which the amendments become effective and informs the service recipient on the details of the amendments in writing or by email. The email is sent to the email address recorded in the user account of the service recipient. The approval of the adjustment by the service recipient is deemed given, if the service recipient does not object the adjustment in writing or by email within a period of 6 weeks upon receipt of the modification notice. As a reminder, this deadline is also indicated in the modification notice. If the service recipient objects the adjustment of the general terms and conditions in due time and form, the contractual relationship will continue to be governed by the current conditions. In this case, however, WM Datenservice is entitled to terminate the contractual relationship at the earliest possible date. Irrespective of the aforementioned provisions, amendments and/or additions to these general terms and conditions will become an integral part of this agreement if the service recipient continues to use the service offers of WM Datenservice after the adjustment has been

announced and become effective, e.g., the service recipient uses the services of the LEI registration service anew and/or logs into his/her user account, or approves of the amendments/additions in another manner.

28. The place of performance is the head office of WM Datenservice. The contract is subject to the Law of the Federal Republic of Germany. Contract language is German. Notifications within the scope of the intended use of the user account will also be accepted in English by WM Datenservice. The exclusive place of jurisdiction for all the disputes arising from or in connection with this legal relationship is Frankfurt am Main for both the contract parties.
29. If individual provisions from these contract conditions are ineffective or inexecutable, then this does not affect the effectiveness of the remaining contract. An effective regulation that comes closest to the economic content of the ineffective or inexecutable provision comes into force in place of the ineffective or inexecutable provision. This applies accordingly to loopholes in the contract. In order to fill the loophole, an appropriate regulation should be valid, which corresponds as far as possible to what the parties would have wanted, provided that they had considered this point.