

General Terms and Conditions of the Herausbergemeinschaft 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 identifier 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 LEIs. 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 online by WM Datenservice is, among others, to grant legally independent entities 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. In accordance with the objective of the LEI – unique identification of legally independent entities as per LEI standard ISO 17442 – the LEI Online Registration Service by WM Datenservice is not directed at individuals as such. Hence, only legally independent entities as per LEI standard ISO 17442 such as companies, corporations of the public law and investment funds (hereinafter referred to as service recipient) or a user commissioned by these entities may access the LEI Online Registration Service of WM Datenservice.
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 LEIs via the WM-LEIPORTAL of WM Datenservice online. The subject matter of this service agreement is also the processing of registrations of LEIs for the service recipient, the existence of the technical prerequisites provided. "LEI Registration" or "Registration" in terms of these general terms and conditions refers to the initial registration of LEIs as well as the renewal of already registered LEIs or the transfer of LEIs from other allocating agencies to WM Datenservice or from WM Datenservice to other allocating agencies.
4. This service agreement is concluded by the recipient completing and sending the activation form for the LEI Online Registration Service, his acceptance of these general terms and conditions applicable to the LEI Online Registration Service and the subsequent 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 designated exclusively for use by the service recipient and users commissioned by the service recipient and registered for this purpose 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. By completing and sending the activation form, the user of the LEI Online Registration Service assures adequate authorisation on part of the service recipient to register LEIs and to accept these general terms and conditions of the LEI Online Registration Service, and thus to conclude the required service agreement by proxy. A pseudonymous or anonymous activation is not possible. In case of incorrect information about the identity of the user and/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 to mark or block already registered LEI accordingly. If the user and/or service recipient also commissions services in the LEI Online Registration Service for or to third parties, such as the registration of the LEI for third parties, the user and/or service recipient declares its consent to these general terms and conditions of the LEI Online Registration Service and simultaneously assures WM Datenservice that he is sufficiently authorized by these third parties for this purpose and will provide separate proof of his authorisation upon request of WM Datenservice.
6. The LEI is valid for one year upon registration and must be renewed each year for another year before its validity expires, subject to proof and verification of the continuation of the professional requirements. For the new verification of the professional requirements and the renewal of the registration by WM Datenservice, the service recipient owes the fees and GLEIF charges as per the current price list of WM Datenservice. If the service recipient does not wish to renew the LEI exclusively under his own administration, WM Datenservice offers a special renewal service for this purpose. WM Datenservice supports the service recipient with the LEI Online Registration Service providing the following special services. WM Datenservice will notify the service recipient via the service recipient's user account of the LEI due for renewal adequately in advance before the renewal date. Subsequently, WM Datenservice will review the requirements for the registration of the LEI on behalf of the service recipient, and will

then renew the LEI if the requirements are met. The renewal service is ordered by the service recipient via the selection in the user account settings or during the application process and is offered by WM Datenservice for an indefinite period of time (permanent subscription) as well as for different periods of time in a subscription (subscription for a specific time period). However, permanent subscriptions may be terminated via the user account with a notice period of six months prior to the next LEI renewal date. Subscriptions with a limited time end at the end of the term and are not automatically renewed. The service recipient can terminate the subscription by deactivating or deselecting the renewal service in the user account settings with the same lead times. These lead times apply accordingly to orders of the service recipient for subscription changes.

The service recipient's obligation for annual renewal and/or the requirements for this purpose will not be affected by the cancellation or termination of the renewal service in the subscription.

7. This service agreement can be terminated by the parties – in the case of current time-limited subscriptions in the renewal service at the earliest at the end of the respective term – otherwise at any time in writing, in text form or by notification of the parties' email addresses provided in the user account with a notice period of 14 days to the end of the calendar month, e.g. if:
 - the LEI registered via the user account has been transferred to another LEI allocating agency and/or GLEIF and no other LEIs are registered via the user account, or
 - the legally independent entity for which an LEI has been registered via the user account finally stops maintaining an LEI and no more LEIs are registered via the user account.
8. In addition, WM Datenservice can duly terminate this service agreement at any time with a notice of 5 working days in writing, in text form or with a notification to the email address of the service recipient provided in the user account, if the legally independent entity for which an LEI has been registered via the user account has had its LEI revoked by WM Datenservice or GLEIF due to non-compliance with the requirements in terms of the registration, administration, or renewal of an LEI once allocated (e.g. reporting and updating duties). This is also applicable if additional LEIs are registered via this user account. They will be transferred in agreement with GLEIF.
9. Moreover, this service agreement can be terminated for an important reason at any time in writing, in text form or with a notification to the email addresses of the parties provided 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 provided that such violations cannot be fully remedied or have not been fully remedied by the service recipient after the setting of a deadline and expiry of 10 working days, or
 - by both parties if the legally independent entity for which an LEI was registered via the user account, expires as such, insofar as no further LEIs are registered (any longer) registered via the user account, or
 - by WM Datenservice if WM Datenservice discontinues operating the LEI allocating agency or if the contractual basis for this, the so-called master agreement with GLEIF has been terminated; compensation claims of the service recipient are not applicable in these cases.
10. LEI registrations that have already been issued but not yet processed completely will become invalid upon termination as per the aforementioned clauses 6 to 9.
11. For the registration of the LEI with WM Datenservice, the service recipient agrees
 - to submit the information required for this purpose correctly, completely, true to the original and within a period of 20 working days,
 - to register only one LEI for each legally independent entity; the service recipient acknowledges that any double or multiple registration – irrespective of whether with WM Datenservice and/or another LEI allocating agency - is not permitted and, if the review by WM Datenservice reveals that an LEI has already been registered for the respective legally independent entity, WM Datenservice has to reject the LEI registration by fully calculating the fees due for the LEI registration,
 - to review the information transmitted 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 in the case of events on part of the service user that have or could have an influence on the LEI registration or the respective LEI master data maintained by WM Datenservice, or to notify WM Datenservice via the communication channels possibly setup by WM Datenservice for this purpose.
12. 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 transmitted the investment conditions to the supervisory authority in accordance with §§ 162.266.273 of KAGB and the special assets have already been constituted by the corresponding contracts subject to possible approval by the supervisory authority. The service recipient shall immediately inform WM Datenservice of any events which result in the expiration or the dissolution of the special assets.

13. With the LEI registration within the scope of the ISO 17442 standard and the current guidelines and requirements of GLEIF for this purpose, the service recipient refrains from asserting all possible contradictory or overlapping rights (such as names, copyright or usage rights) regarding the registered LEI and the information about the LEI which must be made publicly accessible and freely usable with and via the LEI (e.g. LEI master data). This information and the LEI based hereupon are defined in GLEIS to be used or forwarded freely and unrestricted as a so-called public domain by everyone for information purposes on 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, the rights to use the information provided in connection with the LEI registration as well as for the LEI itself, without limitations in terms of time, content and location, free of charge, irrevocable, freely transferable and unrestrictedly sublicenseable rights for the use and registration of the LEI with the required information as well as their free publication worldwide and allows at the same time everyone to use and forward such information freely, unhindered 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 registration of the LEI and the transfer of the relevant information, the service recipient assures that he is willing and entitled to waive or grant rights to the above described extent both for his own legal entity and - in the case of applications for LEI registrations for the legally independent legal entity(ies) he represents and/or which have commissioned him.
14. The service recipient agrees that WM Datenservice provides the LEI Online Registration Service and the services provided for this purpose 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. Accordingly, it is currently required, unless otherwise agreed in writing or text form, 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.
15. 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 review 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 review 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.
16. Note on data storage: The personal data collected in the process of the LEI registration will be stored for proofing and verification purposes required by ISO 17442 or the guidelines and requirements of GLEIF for the entire duration of the LEI registration as well as for up to an additional 10 years thereafter (start of the period at the end of the calendar year in which the LEI registration with WM Datenservice ended). 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 shall apply in particular 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 carried out or a third-party legal entity or another third party ("LEI Challenge"). If the challenge is made via a procedure established or regulated by WM Datenservice or GLEIF for this purpose, the service recipient shall be required to participate and cooperate as required by ISO 17442 or the guidelines and requirements of GLEIF or WM Datenservice.
17. 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.
18. 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.

19. 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 obstruction 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.
20. 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-datedness 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 to the service recipient within the scope of the LEI Online Registration Service will be made without guarantee for typing or spelling errors, etc.
21. 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.
22. 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.
23. 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 the 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 set forth therein 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. WM Datenservice shall not be obliged to refund any fees it has received for LEI registrations pursuant to the price list in the event of cancellations pursuant to clauses 6-9. This shall also apply in cases where the legal entity of the service recipient or the LOU pursuant to clause 4 and LEI transfers pursuant to clause 27 expire.
24. 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.

25. WM Datenservice is authorized to review the price list and/or remuneration regulation applicable to this service agreement once a year and to adjust it for the future by notification via the WM-LEIPORTAL with effect from 14 days to the end of the month. Within the scope of the cost covering principle, this includes the necessary price adjustments or the introduction of new fees and regulations in this regard. This is particularly applicable to the scope and compensation of changes in personnel and material costs. In the case of price reductions, there is no claim for repayment of payments already made to WM Datenservice until its legal validity within the scope of the LEI registration.
26. If the service recipient or the third party commissioned by him as invoice recipient, if any, has its seat outside the Federal Republic of Germany, he/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 seat abroad is legally under an obligation to deduct or withhold its own taxes, duties or similar amounts from the fees calculated by WM Datenservice, he owes 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.
27. WM Datenservice explicitly advises the service recipient and the service recipient acknowledges that
 - the LEI regarding the initial registration and subsequent renewals of the validity may be subject to further special requirements of the GLEIF which may also change during the term of the service agreement,
 - WM Datenservice as allocation agency is entitled to adjust the LEI master data provided by the service recipient based on legal requirements or internal audit results to ensure compliance with ISO 17442 as well as guidelines and requirements of GLEIF or WM Datenservice and/or to adapt the content, type and scope, or oblige 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 need be, also to its own administrative authority,
 - the service recipient is authorized at all times to get LEIs registered by itself with WM Datenservice transferred to another LEI allocating agency specified by him 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 his 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.
28. 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 user 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 user 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 user 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 user account, or approves of the amendments and/or additions in another manner.

29. The place of performance is the seat 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.
30. Should individual provisions of these contractual conditions be invalid or unfeasible, this shall not affect the validity of the remaining contract. The invalid or unfeasible provision shall be replaced by a valid provision which comes as close as possible to the economic content of the invalid or unfeasible provision. This applies accordingly to contractual loopholes. In order to fill the loophole, an appropriate provision shall apply which corresponds as far as possible to what the parties would have wanted, provided that they had considered this point.