

General Terms and Conditions of Business (GTCB)

'Transmission of information using a durable medium'

I. Integration of GTCB / Conclusion of agreement

1. The customers and any third parties engaged by them (hereinafter referred to as 'Users') shall accept these GTCB when using the service for transmitting information using a durable medium (hereinafter referred to as 'Information').

2. By submitting the Information, the User makes a binding offer to conclude the agreement. The agreement is concluded by means of an informal confirmation (by email) of the transmission as set out in section II subsection 1 of the GTCB sent by Bundesanzeiger Verlag GmbH (hereinafter 'Publisher'). A payment obligation will only arise following the transmission of the Information by the Publisher as set out in section II subsection 1.

3. The User can retrieve, print out, download and store these GTCB at any time by using the link 'GTCB' available on the Publisher's website (www.bundesanzeiger-verlag.de/dauda).

II. Services

1. The Publisher shall transmit the Information submitted by the User to the custodian institutions in Germany (hereinafter 'Recipients'), found in the list compiled by the Federal Financial Supervisory Authority [BaFin] and made available on its website (www.bafin.de) pursuant to section 345 para. 11 and section 355 para. 3 of the German Investment Code [KAGB] of approved custodian institutions/depositaries.

The transmission takes place as follows: following its successful submission to the Publisher, the Information is stored by the Publisher in a databank available for download by the Recipients and the Publisher promptly provides the Recipients with a direct document link to the databank, no later than the working day following the date of submission, while advising them of the instructions it has received from the User and indicating the invoice recipients mentioned in section III subsection 4 or 5. The Information is stored in the databank for five years.

2. The Recipients can then download, print out and make available the stored documents to the investors in the envisaged form in fulfilment of their obligations under section 167 para. 3 KAGB.

3. The question of whether the Information submitted consists of content in respect of which the investor must be sent a notice using a durable medium is something for which the Users bear sole responsibility.

However, on the basis of a plausibility check, the Publisher will carry out an assessment to determine whether the investors should receive a notice regarding the Information submitted using a durable medium. No legal assessment will take place. The results of this plausibility check will be communicated formally to the User, but in a non-binding manner and informally by email. If it emerges from the plausibility check that the Information submitted consists of content for which, given its content, the investor must be sent a notice using a durable medium, the Information will be stored as set out in section II subsection 1, sent to the recipients and the User will receive confirmation of this by means of an informal email. In all other cases, no storage or transmission of the Information will take place under section II subsection 1 and the User will be notified about this in an informal email. The User can then resubmit the Information for transmission following its own checks.

The Publisher is not obliged to perform a content check of the Information submitted by the User beyond its obligation to communicate the results of the formal plausibility check.

4. The Publisher is not obliged to either return or safeguard any Information submitted that is not meant for transmission using a durable medium. The Publisher reserves the right to abstain from storing and transmitting Information as set out in section II whose content violates laws, official regulations or runs contrary to public morals. In such cases, no invoice will be issued for the services rendered up to this point.

III. Transmission form/formats/authorizations/required information

1. The User shall submit the Information to the Publisher in the form prescribed by the Publisher at any given time exclusively by sending an email to service@dauda.de and confirming acknowledgement of these GTCB.

2. Only the PDF/A format is accepted for the submission of the Information by the User.

3. When submitting the Information, the User must, in particular, provide the following details: ISIN, the document's language, name of investment company, name of fund, the document's date, reference to the legal regulation on which the obligation to submit the information is based. The Publisher will use this data, without making any changes or carrying out any checks, for further processing.

4. The User must indicate the invoice recipients together with their address and email address when submitting the Information.

5. The User must also indicate the invoice recipients to which any invoices issued for the expenses due to be calculated by the custodian institutions pursuant to section

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167 para. 3 KAGB must be sent, wherever such details of invoice recipients differ from those under section III subsection 4.

6. If the User wishes to delegate the tasks of submitting the Information to the Publisher to specific employees, departments or third parties, it must communicate the names and email addresses of the authorized parties in advance informally by email. The same applies in case of any amendments. The Publisher will informally confirm receipt of the email and will then only accept submissions from the persons named.

IV. Withdrawal, amendments to and deletion of the Information

Generally speaking, following its proper storage by the Publisher in the databank, any Information submitted can neither be withdrawn nor completely or partially amended or deleted.

V. Guarantee/rectification

1. The Publisher shall provide the services agreed upon with the necessary care, but it furnishes no guarantee for the timely transmission of the Information by the custodian institution to the investors or for the accuracy and completeness of the Information transmitted.

2. However, if errors do arise during its storage by the Publisher in the databank despite exercising the required care, such errors shall be rectified free of charge if requested by the User. The Publisher shall inform the Recipients in good time about the rectification.

VI. Assignment of rights

1. The User shall grant the Publisher and its legal successors the rights to use the Information, non-exclusive and unlimited in terms of duration and content, in particular the right to reproduce, distribute and place the Information in the public domain and to carry out technical processing and adjustments in all sections for the purpose of exploiting it and making it available, in and for the Publisher's products and services.

VII. Compensation

1. Claims for compensation asserted by the User against the Publisher and its employees or parties involved in the performance of the obligation or vicarious agents are limited to intentional or grossly negligent events, provided no material contractual obligations have been violated.

2. In case of violation of material contractual obligations, the compensation is limited to the direct damage that was typically foreseeable upon the conclusion of the agreement. Any liability for other damage is excluded.

VIII. Force majeure

1. In case of force majeure and other unforeseeable events not attributable to the Publisher and which oblige it to suspend or limit its activities, the Publisher will be released from its performance obligation for the duration of the hindrance and during a reasonable run-up period.

2. Force majeure is tantamount to fire, strikes, lockouts, traffic disruptions, impairment of performance by third parties and technical problems – such as problems involving electronic data processing systems (e.g. network breakdowns) – as a result of attacks from the outside (e.g. attacks by hackers or viruses) and other circumstances for which the Publisher is not to blame but which render performance significantly difficult or impossible.

3. Liability for damage following force majeure or events tantamount to force majeure is excluded. No claims for reimbursement may be asserted against the Publisher in case of force majeure or events tantamount to force majeure.

IX. Prices and invoicing

1. The Publisher's services under section II are subject to a fee payable by the User amounting to EUR 99.00 for each instance of Information transmitted.

2. All fees plus the statutory value-added tax applicable in Germany are payable to the Publisher's business account indicated on the invoice.

3. The User can choose whether to issue individual or collective invoices. In the case of collective invoices the desired invoicing period, either at the end of the month or quarter should be indicated. If the User does not make any choice, then the Publisher will issue individual invoices on each occasion.

4. The invoice shall be sent by post to the invoice recipient's address indicated in section III subsection 4 or 5.

X. German law/place of jurisdiction/severability clause

1. The laws of the Federal Republic of Germany shall apply exclusively.

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2. In the event that the Publisher's contracting party is a businessperson, a legal entity under public law or a special fund under public law, the place of performance and the place of jurisdiction shall be determined by referring to the Publisher's registered office, currently Cologne. The language of the proceedings is German.

3. If any provisions in these GTCB are invalid or unenforceable, this shall not affect the validity of the remaining provisions to the exclusion of section 139 of the German Civil Code. This must not give rise to any mere reversal of the burden of proof. Rather, application of the whole of section 139 of the German Civil Code is herewith explicitly waived. Invalid, null and void or unenforceable provisions shall be replaced by provisions that come closest in terms of content and purpose to the economic purpose originally sought, and this applies mutatis mutandis to any loopholes in the 7 provisions, should such loopholes emerge. The same applies to any gaps in the provisions.

Please note that only the German version of the General Terms and Conditions shall be legally binding. This translation shall serve as an orientation guide only.

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