

General Terms and Conditions for the Verbreitungsdienst [Dissemination Service] under Section 121, Para. 4a of the Stock Corporation Act (Aktengesetz, AktG)

§ 1

Bundesanzeiger Verlag GmbH agrees to take the necessary precautions to ensure that notices of shareholders' meetings are sent to the media specified in section 121 AktG not later than the time of the announcement.

In order to meet the obligation under section 121, para. 4a AktG, Bundesanzeiger Verlag GmbH makes use of certain service partners. The respective service partners disseminate notices of shareholders' meetings throughout Europe to a media cluster.

You can find the service partners and the respective dissemination network at www.publikations-plattform.de under "Information".

§ 2

Europe-wide dissemination takes place in connection with an announcement in the Bundesanzeiger [*German Federal Gazette*] or with a corresponding announcement order. In ordering the announcement, the company calling the meeting must separately indicate whether it is ordering additional, Europe-wide dissemination.

In the case of a simultaneous request for dissemination, the announcement order must, in accordance with the General Terms and Conditions for Electronic Publication in the Bundesanzeiger, be placed electronically via www.publikations-plattform.de (submission of paper originals not allowed).

§ 3

In connection with an order for Europe-wide dissemination, only one file may be transmitted for announcement in the Bundesanzeiger. The arrangements (general terms and conditions) for electronic publication in the Bundesanzeiger apply to the submission formats.

In connection with desired Europe-wide dissemination, the company calling the meeting must indicate in full the metadata retrieved when ordering.

§ 4

In addition to the language version published in the Bundesanzeiger, the company calling the meeting may also electronically submit one or more additional language versions (translations) for Europe-wide dissemination via www.publikations-plattform.de.

For this purpose, the data may be delivered in connection with the order for the announcement and Europe-wide dissemination or at a later point. Only PDF files are accepted as data delivery formats. One PDF file is to be generated for each language version. In such case, the additional language version is placed as a PDF file on the website of the service partner, and a corresponding link is disseminated across the media cluster pursuant to section 1.

For Europe-wide dissemination, Bundesanzeiger Verlag accepts PDF files with a maximum size of 25 MB. For the transmission of several PDF files the maximum permitted total size is 100 MB per order.

In addition, in order to prevent the file from being altered by third parties, it must be saved with the following security settings:

- Assign authorisation password to allow changes to the document
- Printing: Allowed (high resolution)
- Changing the document: Not allowed
- Do not enable copying of text, images, and other content (do not set a flag)
- Enable text access for screen reader devices

In no case may a password for opening the document be entered or printing be prohibited. The security settings are to be confirmed and the document is to be saved.

In order for dissemination, including that of the subsequently delivered language form, to take place not later than the time of the announcement of the notice of the shareholders' meeting in the Bundesanzeiger, electronic delivery must be made via www.publikations-plattform.de not later than 12:00 noon of the day of the announcement.

§ 5

The publisher assumes no liability for the defective transmission of publication texts. The company calling the meeting is solely liable for the form and content of the notice of the shareholders' meeting.

§ 6

The company calling the meeting grants Bundesanzeiger Verlag and the companies it uses to meet its obligations the non-exclusive, assignable right to use and exploit without limitation the notices transmitted by the company calling the meeting. In particular, Bundesanzeiger Verlag may duplicate, disseminate, publicly reproduce, and store the notices, process and reconfigure the notices without changing their content, and grant third parties the right to use and exploit the notices in the same manner as Bundesanzeiger Verlag. The company calling the meeting must ensure that no third-party rights prevent the agreed use and exploitation of notices by Bundesanzeiger Verlag and the companies it uses. It must indemnify Bundesanzeiger Verlag and the companies it uses against claims asserted by third parties based on infringement of copyright and other intellectual property right through the agreed use and exploitation of notices.

§ 7

In the event of force majeure (e.g. fire, strikes, lock-outs, malfunctioning of telecommunications systems) – including in the area of its service provider – Bundesanzeiger Verlag GmbH is released from the duty to perform for the duration of thereof and a reasonable ramp-up time thereafter. Force majeure likewise includes impairment of the technical systems of Bundesanzeiger Verlag GmbH or those of the persons it uses to perform an obligation (*Erfüllungshelfen*) due to computer viruses. Bundesanzeiger Verlag GmbH agrees to take reasonable precautions to ensure that it can meet its duties to perform in the event of technical disturbances.

§ 8

Bundesanzeiger Verlag GmbH is liable only in the event of wilful misconduct or gross negligence. In the event of a breach of contractual duties that are indispensable for achieving the contract purpose (cardinal duties), Bundesanzeiger Verlag GmbH is also liable in the case of simple negligence. Bundesanzeiger Verlag GmbH is not liable for consequential damages or indirect damages.

The liability of Bundesanzeiger Verlag GmbH is in any event limited to typical damages that are foreseeable to the company.

§ 9

The Verbreitungsdienst under Section 121, Para. 4a of the Stock Corporation Act (Aktiengesetz, AktG) is fee-bearing. Details can be found in the relevant valid price list on the website "<https://www.bundesanzeiger.de>". Invoices are generally sent electronically to the e-mail address given in the order.

§ 10

Insofar as the publisher's websites carry the terms and conditions or other information in various language versions, only the respective German version shall be deemed valid, in particular for the interpretation and analysis of the formulations in use. Other language versions (translations) must be regarded purely as a service the publisher has chosen to provide.

§ 11

Only the German law applies.

The "Bundesanzeiger" is a publication of the Federal Ministry of Justice and Consumer Protection, headquartered in Berlin.

In the event that the contractual partner of the publishing house is a business person, a legal entity under public law or special fund under public law, the place of fulfillment and jurisdiction shall be Berlin for both parties.

