

» EQS LEI MANAGER «

By using the internet portal <https://www.lei-manager.com> you („LEI service recipient“) agree to these terms and conditions of EQS Group AG.

§1 Contractual object

The **Legal Entity Identifier (“LEI“)** is a unique identifier for legally independent entities. The LEI is registered by EQS Group AG, based on international ISO-Standards 17442 and the current guidelines of the Financial Stability Board (“FSB“) and the Regulatory Oversight Committee (“ROC“), according to the requirements of the Global Legal Entity Identifier Foundation (“GLEIF“). The LEI is accordingly transferred to the Global Legal Entity Identifier System (“GLEIS“).

The purpose of the LEI procedure is to provide a clear identification of legally independent entities, such as companies, institutions, investment funds (“**company(ies)**“), in order to promote transparency in the financial markets and support improved risk assessment in financial transactions.

EQS Group AG assigns LEI identification to companies at www.lei-manager.com. The EQS LEI Manager also provides a publicly visible and searchable register (“**LEI Register**“), which lists the LEI identifiers of registered legal entities.

§2 Access service

The Access Service enables the LEI service recipient to look up and/or download individual LEIs and/or related LE-RDs or the entire data set or a partial data set of LEIs and/or related LE-RDs from the LEI Register of LOUs and/or the Common Data File Format file. The access service on the website <http://www.lei-manager.com> is free of charge and without any technical restrictions.

The data available via the access service is provided under the CC0 license, see website creativecommons.org.

EQS Group AG must reserve the right to suspend or modify the Access Service or any of the Terms of Use in order to protect the GLEIS and its underlying fundamental principles as set out in the GLEIS Guiding Principles, especially if the Access Service is used in a manner that is contrary to or threatens to undermine these fundamental principles or the public good for which LEIs and LE-RD are provided.

§3 Activation for LEI application

Registration is required in order to use LEI Manager outside the search function. After passing through an authentication procedure, the LEI service recipient is activated for the LEI application. The relevant documents for authentication are available for download in LEI Manager. According to the purpose of LEI - clear identification of legally independent units according to the LEI Standard ISO 17442 - the EQS LEI Service is not addressed to natural persons but only to companies according to LEI Standard ISO 17442.

§4 Obligation of the LEI service recipient

The LEI service recipient warrants (i) to provide correct and complete information according to the requirements of the GLEIF, (ii) provide a prompt notification of any changes that (could) have an actual or potential impact on the LEI or

the Company's Legal Entity Reference Data ("LE-RD"), (iii) as well as to guarantee an annual verification and confirmation of the data.

In case of an unsuccessful revalidation, the LEI status is set to "Lapsed". It can and may no longer be used by the company as a LEI until a revalidation has been successfully carried out and the LEI has been reactivated and the status has been changed to "issued".

Each company may have only one LEI. The LEI service recipient hereby undertakes not to apply for another LEI for the same company at EQS Group AG or at any other LOU. The LEI service recipient hereby confirms on behalf of the Company that it does not have a LEI and has not requested a LEI to date or in parallel.

The LEI service recipient undertakes that data may only be transmitted, confirmed or modified by authorised persons. Proof that the person making the request is authorized to act on behalf of the Company is provided, if necessary, by official certification of the power of attorney.

EQS Group AG must use the data provided by the LEI service recipient or its authorised representative as intended and must transmit it to the GLEIF.

All intellectual property rights or other proprietary rights in the LEI or the LE-RD, regardless of type, scope or legal nature, remain with EQS Group AG or GLEIF. If under any legislation (present or future) the LEI service recipient or the Company is considered to be the owner of intellectual property rights or other proprietary rights in the LEI or LE-RD, the LEI Service recipient declares to transfer these rights completely and irrevocably to EQS Group AG. If the transfer is not possible under applicable law, the LEI service recipient will fully, exclusively and irrevocably license the rights to EQS Group AG, with permission to sublicense these rights to GLEIF.

In particular, the following actions are prohibited for the LEI service recipient when using the EQS LEI Manager:

- (i) to obtain access to our LEI Register or any other of our files or databases, except by using the access service which we provide;
- (ii) to circumvent technical restrictions or endanger or circumvent the operation and security of the Service, in particular by infecting it with malicious software of any kind; or
- (iii) to use the Services in a manner that violates applicable law, in particular the unlawful use of data and the transmission of information and data that is unlawful or infringes the property rights of third parties.

§5 Contract conclusion and term of contract/ notice period

By submitting an application for a LEI, the LEI service recipient concludes a contract with EQS Group AG for an undefined period of time on the basis of these terms and conditions. The agreement is not limited in time. The agreement shall terminate automatically if EQS Group AG or the company concerned ceases to exist as an independent legal entity.

The Agreement shall terminate automatically, with immediate effect and without any liability on the part of EQS Group AG for any damages caused by such termination, if the framework agreement between EQS Group AG and GLEIF for accreditation as a Local Operating Unit ("LOU") terminates. EQS Group AG will promptly notify the LEI service recipient in a suitable manner.

Both parties can terminate the agreement by ordinary termination of contract at any time, if (i) the LEI of the company concerned is transferred to another LOU or to the GLEIF, (ii) the Company gives up its status as an independent legal entity, (iii) the LEI of the Company concerned is revalidated due to non-compliance with the conditions attached thereto.

An extraordinary termination without notice is possible for both parties in the event of a grave or repeated breach of contractual duties.

§6 Challenges

The LEI service recipient acknowledges and is aware that its LEI and the LE-RD will be published. He also acknowledges and is aware that the GLEIS provides the possibility that third parties will challenge it if they consider this data to be incorrect.

The LEI service recipient hereby undertakes to immediately react to corresponding notices and inquiries and to immediately verify or correct the allegedly erroneous data.

§7 Prices/Payments

For the initial application, updates/ changes and the annual extension of the company's data, the LEI service recipient undertakes to make payments according to the current price list (<https://lei-manager.com/price>) and will be invoiced in Euro (€). All prices are subject to the statutory value-added tax. The LEI is issued in accordance with a "cost recovery model" (see also www.gleif.org). EQS Group AG annually assesses whether the prices are cost-covering and reserves the right to adjust these if necessary, but at most once a year.

§8 Availability/ force majeure

EQS Group AG strives to provide the EQS LEI Manager uninterrupted and error-free as far as technically feasible. However, operations may be interrupted due to maintenance, updates or system or network errors. Therefore there is no entitlement to availability of the services of EQS Group AG at any time. Where possible maintenance windows will be announced in time at <http://www.lei-manager.com>.

Force majeure and unforeseeable events which are not responsibility of EQS Group AG and which make it necessary to suspend or restrict the operation of the EQS LEI Manager shall, until the force majeure or the unforeseeable event has ceased, release EQS Group AG from the current provision of the EQS LEI Manager. Deadlines shall be extended by the periods during which the event described or its effects persist. Force majeure is the result of fire, strike, lock-out, technical problems such as computer systems (e.g. network breakdown) and other circumstances which are not the responsibility of EQS Group AG. The liability of EQS Group AG is excluded for damages resulting from force majeure or its related events.

§9 Supply/ warranty/ liability

EQS Group AG gives no assurances or guarantees regarding the performance of the services in the EQS LEI Manager. All information in the EQS LEI Manager is based on the LEI and related information stored in the databases of EQS Group AG and the GLEIF. This information is provided and reproduced in EQS LEI Manager with the greatest possible care. As soon as errors are detected in the EQS LEI Manager, they are immediately corrected to the extent possible by EQS Group AG.

EQS Group AG makes no warranties and expressly excludes liability for the data contained in the LEI Register from other LOUs. This data is obtained by EQS Group AG from freely accessible sources and EQS Group AG cannot, however, guarantee that it is at all times in full compliance with the respective current requirements of the standard, associated guidelines and that the LEI and associated information is accurate, up-to-date and complete. The use of the contents accessible via the LEI Register is the own responsibility of the LEI service recipients.

In all cases of contractual and non-contractual liability, EQS Group AG will pay damages or compensation for wasted expenditure only to the extent specified below:

- (i) In case of breach of essential contractual obligations caused by slight negligence, EQS Group's liability is limited to the foreseeable damage typical for the contract. Essential contractual obligations are such duties, the

fulfillment of which makes the proper execution of a contract possible and on the compliance of which the contracting parties may usually rely. Otherwise, the liability of EQS Group is excluded.

The liability is limited for each individual case of damage and for all cases of damage from or in connection with the contractual relationship to five times the total amount of the remuneration of the LEI service recipient in the respective calendar year.

- (ii) EQS Group AG has unlimited liability for damages resulting from injury to life, body or health caused by a breach of duty by EQS Group AG, a legal representative or vicarious agent of EQS Group AG as well as for damages caused by the absence of a quality guaranteed by EQS Group AG or by fraudulent conduct of EQS Group AG.
- (iii) Furthermore, EQS Group AG has unlimited liability for damages caused by EQS Group AG or one of its legal representatives or vicarious agents intentionally or through gross negligence.

The liability according to the Product Liability Law remains unaffected by the limitations of liability regulated here.

The objection of contributory negligence (e.g. violation of the customer's obligations) remains open.

The statutory period of limitation of one year applies to all claims against EQS Group AG for damages or compensation for wasted expenditure in case of contractual and non-contractual liability. The statutory period of limitation begins at the time determined in §199 (1) BGB. It comes into effect at the latest five years after the claim arises. This shall not apply (i) in case of liability for intent or gross negligence, (ii) in case of personal injury, or (iii) under the Product Liability Law.

§10 Modifications

The EQS LEI Manager as well as all related services are provided by EQS Group AG in range of functions according to the respective development level under consideration of the current requirements of ISO 17442 and the current guidelines of the FSB, GLEIF or ROC. EQS Group AG reserves the right to discontinue the provision of the EQS LEI Manager (in particular, if the LEI is transferred to the GLEIS system), or to modify the nature, content and scope of the offer as well as the terms and conditions of EQS LEI Manager at any time and adapt them to current requirements.

§11 Recognition of GLEIS

The LEI service recipient hereby confirms that he/she is aware of the purpose and functional principles of the GLEIS. He further confirms that he has read the documents referred to in this agreement and agrees with their contents.

In particular, the LEI service recipient hereby waives any claims against EQS Group AG that are based on a conduct to which EQS Group AG is obligated according to the requirements of the GLEIS or specifically requested by GLEIF.

The LEI service recipient expressly confirms that he/she acknowledges and is aware,

- (i) that an annual payment for the renewal and revalidation of its LEI must be made;
- (ii) that EQS Group AG may be obliged by law or regulatory requirements of the LEI, GLEIF or EQS Group AG to amend the LE-RD even without the consent of the LEI service recipient or the company concerned;
- (iii) that the assignment and the annual revalidation and renewal of the LEI assigned to them is subject to conditions set by the GLEIS or the LEI, which may change from time to time and are determined by the GLEIF, for example at www.gleif.org.
- (iv) that the GLEIF reserves the right to request a change of the LEI and administration to another LOU to be designated by it and/or that it may itself allow another LOU to be designated by it to effect such a change instead of him without incurring separate fees.

- (v) that it may itself request the transfer of the LEI and its administration from EQS Group AG to another LOU (in which case the contractual terms of the acquiring LOU will supersede these Terms and Conditions of Use) without incurring any separate fees
- (vi) that the LEI and the LE-RD will be transmitted by EQS Group AG to the GLEIF and other LOUs and made publicly available within the GLEIS. LEI and LE-RD may be freely accessed, used and redistributed by anyone under the Terms of Use.
- (vii) that it is not permitted to link to or integrate the EQS LEI Manager or to display comparable or similar information products about the LEI on the LEI service recipient's own internet sites without the prior consent of EQS Group AG
- (viii) to refrain from implying in any manner whatsoever that any data and/or services, other than the original LEIS and LE-RD downloaded through the Access Service, are provided, endorsed, approved or granted by GLEIF or EQS or are otherwise connected with them
- (ix) that he will refrain from any act or statement which may lead the public and/or his customers to believe that any products or services provided by him, although LEIS and LE-RD may be part of such product or service, services or products of GLEIF, EQS Group AG or a LOU, or that he is part of or has a special relationship with GLEIF and/or the GLEIS and/or a LOU
- (x) that GLEIF and EQS Group AG may take appropriate action, including but not limited to legal action and injunctions, if you fail to comply with these Terms of Use and, to the extent permitted by applicable law, you will be liable to pay a penalty of CHF 100,000 for each instance of non-compliance.

§12 Privacy Policy

Insofar as EQS Group receives personal data from employees or agents of the LEI service recipient within the framework of the contractual relationship, this data will be collected, processed and used by EQS Group as described in the data protection notice (which is available at www.eqs.com).

§13 Final provisions

If terms of use or information on the EQS Group AG website are provided in different language versions, the German version shall apply exclusively, in particular with regard to the interpretation as well as interpretation of the formulations used. Other language versions (translations) are to be understood as a supplementary service of EQS Group AG.

EQS Group AG may deploy subcontractors. Even if subcontractors are deployed, EQS Group AG remains responsible for the fulfilment of the obligations assumed by EQS Group AG.

§14 Applicable Law/ Jurisdiction

The law of the Federal Republic of Germany exclusively applies. The place of performance and exclusive jurisdiction shall be the registered office of EQS Group AG (Munich).