

# **General Terms and Conditions of Business and Use for the European Platform for Shareholder Identification and Information**

## **§ 1 General information / Scope of application**

- (1) Bundesanzeiger Verlag GmbH, Amsterdamer Straße 192, 50735 Cologne, (henceforth referred to as the provider) provides the European Platform for Shareholder Identification and Information <https://www.dpaii.de/en> (henceforth also referred to as the “website”, “DPAii” or “platform”).
- (2) These General Terms and Conditions (henceforth referred to as GTCs) apply to all legal relations between the provider and issuers domiciled in the European Economic Area who wish to register with the provider or commission the service via the EQS IR Cockpit (henceforth referred to as the user/users).
- (3) The validity of other general terms and conditions of business or purchase of users is hereby expressly rejected. Nor shall they be recognised if not expressly objected to again after receipt by Bundesanzeiger Verlag.

## **§ 2 DPAii functionality in relation to information requests**

- (1) DPAii is a web-based application. It is intended solely for issuers based in the European Economic Area whose shares are listed on a stock exchange and as such come under the provisions of the Shareholder Rights Directive II (EU) 2017/828 (henceforth referred to as “SRD II”).
- (2) DPAii enables users to assert their right to information under SRD II and to submit their information request to the intermediaries in the custody chain. Here the user has the option of choosing between a full request, partial request and an individual request. The provider acts as the authorised representative of the user for submitting the information request and receiving the data to be provided by the intermediaries.
- (3) After setting up a user account, users can enter the data required to generate an information request on the platform. DPAii generates a formal information request from this in line with the requirements of the Commission Implementing Regulation (EU) 2018/1212 and ISO standard 20022 and forwards this to the respective national central securities depository – for Germany this is Clearstream Banking AG, Frankfurt am Main – which then transfers it to the intermediaries in the custody chain.

- a) Collecting and processing the data reported back:

Shareholder data reported back to DPAii by custody chain intermediaries is formally reviewed and consolidated at shareholder level.

- b) Generating result files:

From the collected shareholder data, DPAii generates a results file that is made available to the user on the platform for download.

Additionally, the unedited original data is also available for download.

- (4) The provider stores the results files in the user's account in the application. If data is already available from a previous information request carried out by DPAii, the user also receives a graph showing shareholder movements as part of the analysis. The results of the analysis are also available for the user to download from the user account.
- (5) DPAii shares the information required for the compensation process with the intermediaries in accordance with the Ordinance on the Reimbursement of Expenses Incurred by Intermediaries (IntermErsAufwV). Intermediaries' reimbursable expenses are billed directly to the respective issuer. The provider is not authorised to receive these invoices.

### **§ 3 DPAii functionality in relation to Corporate Actions**

- (1) DPAii is also available to users for Corporate Actions functionalities for listed and over-the-counter shares for companies domiciled in Germany. These include notifications pursuant to Sections 67a, 121, 125, 134c, 214 AktG (German Stock Corporation Act).
- (2) The provider forwards notifications of Corporate Actions to the competent central securities depository for their introduction into the intermediary chain. Here, the provider acts as the authorised representative of the user. The information received by the final intermediary from the shareholders for the exercise of their rights is not reported back to the user.

### **§ 4 Use Agreement**

- (1) The user may conclude a Use Agreement for information requests and notifications of Corporate Actions with the provider. The presentation of the service packages on the website and in the EQS IR Cockpit does not constitute a binding contractual offer, but merely an invitation to place an order. Errors and omissions excepted.
- (2) If the user uses the EQS IR Cockpit, EQS Group AG, Karlstraße 47, 80333 Munich then acts as the provider's representative.
- (3) By clicking on the "Send" button at the end of the booking process on the website or by clicking on the "Generate information request" button in the EQS IR Cockpit for information requests, or on the button information request for Corporate Actions, the user submits a legally binding contractual offer to the provider.
- (4) The provider may accept the user's contractual offer by sending a separate order confirmation by e-mail/mail. There is no entitlement to the conclusion of a use agreement.

The user must ensure that it is technically possible for him or her to receive e-mails.

- (5) The user is obligated to pay the agreed package price. For the provider's performance obligation to be triggered for information requests and Corporate Actions, the user must commission a specific request within the scope of the service package he or she has purchased.
- (6) Once the user has commissioned a specific information request or a notification regarding a specific Corporate Action, the provider is obligated to comply with the order within the scope of what is possible and within the scope of the service package booked. Here, the provider is reliant on the intermediaries honouring their legal obligations. The provider can thus not guarantee full compliance with the order.
- (7) It is possible to upgrade to a higher value service package at any time.

### **§ 5 Registration**

- (1) Use of DPAii services requires prior registration.
- (2) The data requested by the provider during registration must be provided fully and correctly. If the data provided subsequently changes, the user is obligated to correct the information on the platform without delay. The provision of false or fictitious data is not permitted. If the provider finds out that a user has provided false or fictitious data or has not immediately updated changed data, the provider may temporarily block the user's account and, if the user fails to rectify the problem within a reasonable period, despite being requested to do so by e-mail, delete the user's account altogether.
- (3) Each user is only allowed one account per employee, which is non-transferrable.
- (4) After successful registration, the user is created in the system and then can immediately book a service package (cf. § 4).
- (5) Each user is obligated to inform the provider immediately if there are indications that his or her account has been subject to misuse. Each user is liable for the activities carried out using his or her account and indemnifies the provider against any claims for damages by third parties, unless the user is not responsible for the misuse.

### **§ 6 Technical Availability**

- (1) DPAii is generally available to users around the clock. However, it is not possible to provide computer programmes and data processing or data transmission systems completely free of errors and to rule out all sources of error in the technology and medium of the Internet. Constant and uninterrupted availability of the website or the other technology used can thus not be guaranteed.  
The provider is not responsible for data transmission within the chain of custody of the intermediaries involved.
- (2) The provider may restrict access to DPAii if the security of network operation, the maintenance of network integrity, in particular the avoidance of serious disruptions to the

network, the application or stored data so require. The provider will inform the user on the website in advance and in good time of necessary maintenance work and its duration, unless prior announcement is not possible or cannot be reasonably expected in individual cases.

- (3) The provider will inform the user on the website in advance and in good time of necessary maintenance work and its duration, unless prior announcement is not possible or cannot be reasonably expected in individual cases.

#### **§ 7 Changes to DPAii**

- (1) The provider is entitled to revise DPAii and to make it available in new versions or variants in order to adapt the range of services to the legal requirements or to further develop them in terms of content or technology. The provisions of these GTCs apply *mutatis mutandis* to the provision of the application in new versions or variants.
- (2) The provider decides on further developments of DPAii at its own discretion. The user has no claim to the integration of additional functionalities.

#### **§ 8 Prices, payments**

- (1) Registering for DPAii is free of charge. However, each service package booking is subject to a fee. The scope of services and costs of a service package are based on the provider's price list valid at the time the Agreement is concluded. The costs do not include the German statutory value added tax applicable at the time of the conclusion of the Agreement.
- (2) Payment is by bank transfer.
- (3) The user shall ensure that he or she provides the correct details and sufficient coverage of the accounts specified for the purpose of payment. The user shall bear any costs arising from failed payments, unless they are not the fault of the user. The provider shall issue an invoice to the user electronically by e-mail for the fees paid.
- (4) The service booked must be claimed in the space of 12 months in each case. No refunds are provided for unused services.
- (5) The provider is not authorised to accept any invoices of the intermediaries for this purpose. In case of claims against the provider by intermediaries for reimbursement of costs, the issuer, in its capacity as user, shall indemnify the provider against such claims and all related costs.

#### **§ 9 Duration of the Agreement, termination**

- (1) The Use Agreement for Corporate Actions has a minimum subscription term of 12 months. If the user has taken out a subscription and if one of the two contracting parties fails to terminate the Agreement in due time, the Agreement will automatically be extended by 12 months in each case.
- (2) For Corporate Actions subscriptions, a notice period of three months applies. If the customer has booked several Individual Request packages in the subscription whose terms overlap, the

term of the most recently booked package shall be decisive for the notice period; the previously booked Individual Request packages shall not be extended.

- (3) Notice of termination must be given in text form in German or English. The user's notice of termination must be addressed to:

[dpaii@bundesanzeiger.de](mailto:dpaii@bundesanzeiger.de)

- (4) Once the notice period expires, all the user's data will be erased from the provider's servers. The user is responsible for making a backup of his or her data prior to this.
- (5) This is without prejudice to the right to extraordinary termination.

### **§ 10 System integrity and disruption of the website**

- (1) Users are not permitted to use any mechanisms, software or other malicious program code in connection with the use of the website that could interfere with the functioning of the website.
- (2) Users are not permitted to take any action which could place unreasonable or excessive strain on the infrastructure.
- (3) Users are not permitted to block, overwrite or modify any content generated by the provider or interfere with the website in any other way.
- (4) The provider has the right to check at any time that the use of DPaii complies with the agreed terms and conditions of use and, in the case of specific indications, to withdraw the access authorisation from the user concerned until final clarification of any improper use. The provider expressly reserves the right to take further legal steps.

### **§ 11 Liability**

- (1) The provider shall not be liable for the completeness, accuracy and timeliness of the identification request data forwarded by the intermediaries within the chain of custody. Nor shall the provider be liable for the completeness, accuracy and timeliness of the data transmitted to it by the intermediaries in its capacity as the user's authorised representative. Nor shall the provider be liable for ensuring that notifications regarding Corporate Actions are forwarded to the relevant shareholders in a timely manner within the chain of custody.
- (2) For the remainder, it shall bear no liability for breaches of duty as a result of minor negligence, except where damages arising from harm to life, limb or health or guarantees or where claims under the German Product Liability Act (Produkthaftungsgesetz) are concerned. Furthermore, the preclusion of liability pursuant to (2) sentence 1 shall be without prejudice to liability for the breach of duties whose fulfilment is a prerequisite for the proper performance of the Agreement and the fulfilment of which the other contracting party may reasonably expect (cardinal duties), whereby liability shall be limited to compensation for typically foreseeable damage. The legal representatives, employees

and other vicarious agents of the provider shall benefit *mutatis mutandis* from the above limitation of liability.

### § 12 Changes to these GTCs

Save for specific provisions to the contrary, the provider reserves the right to change these GTCs at any time and without stating reasons, provided the change is reasonable for the user whilst taking into account the interests of the provider. The amended general terms and conditions will be sent to the users by e-mail before entering into force. If a user does not object to the validity of the new GTCs within six weeks of notification, the amended GTCs shall be deemed to have been accepted. The provider will specifically draw the attention of the users to the significance of this deadline in the e-mail containing the amended general terms and conditions.

### § 13 Closing provisions

- (1) The Agreement and changes thereto must be set down in text form. There shall be no ancillary agreements.

Ancillary agreements, changes or addendums as well as cancellation of the text form requirement must be set down in text form in order to be effective.

- (2) All provisions contained in these GTCs are divisible and are to be judged separately from the other provisions if one or more provisions are invalid. Should one or more provisions of these GTCs be invalid, this shall be without prejudice to the validity of the remaining provisions of the GTCs. Instead, the invalid provisions shall be replaced by a substitute provision that corresponds or at least comes close to the purpose of the terms and conditions that the contracting parties would have agreed had they been aware of the invalidity of the provision.
- (3) The law of the Federal Republic of Germany shall apply exclusively. There shall be no application of German international private law or the UN Convention on Contracts for the International Sale of Goods (CISG).
- (4) The place of performance and jurisdiction for both parties shall be Cologne.
- (5) Where general terms and conditions or information are made available on the platform in different languages, only the respective German version shall apply, in particular with regard to interpretation of the wording used.  
Any other language versions (translations) are purely a courtesy service offered by the provider.



**DPAii**

THE EUROPEAN PLATFORM FOR SHAREHOLDER  
IDENTIFICATION AND INFORMATION



**Bundesanzeiger**  
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