

# Hot-List XXL Order Form

Herausbergemeinschaft  
WERTPAPIER-MITTEILUNGEN  
Keppler, Lehmann GmbH & Co. KG

WM Datenservice  
Sales Administration  
Postfach 11 09 32  
60044 Frankfurt am Main  
Germany

**Subscriber:** (= Billing address) (Please print)

(Company)

(VAT-ID)

(Name and position)

(Street)

(Country, post code and city)

(Telephone and fax numbers)

(E-mail address)

We can revoke the usage of our contact details for advertising purposes at any time in writing to the address below or per email to [service@wmdaten.com](mailto:service@wmdaten.com)

## Application for access to Hot-List XXL

**Hot-List XXL** provides information as per the currently applicable product description and the underlying service specification. Charges are based on the valid WM Datenservice price list.

The following prices currently apply:

<b>Hot-List XXL</b> Art. no. 2330	Basic fee; plus request and/or delivery fees	<b>€ 560.00 p.a.</b>
	E-mail/Watchlist delivery fees	Per data record provided
<b>Master Data</b> Art. No. 2347	Selected master data from WM-Segment G	<b>€ 1.48</b>
<b>Income Data</b> Art. No. 2348	Selected income data fields from WM-Segment E	<b>€ 1.48</b>
<b>Capital Increases</b> Art. No. 2349	Selected capital increase fields from WM-Segment K	<b>€ 1.48</b>
<b>Conversions/Exchanges</b> Art. No. 2350	Selected conversion/exchange fields from WM-Segment U	<b>€ 1.48</b>
<b>Drawings/Callings</b> Art. No. 2360	Selected drawing/calling fields from WM-Segment V	<b>€ 1.48</b>

We will be notified of amendments and expansions to the information supplied via Hot-List XXL. Insofar as no particular activation is required, we can take advantage of the services in question immediately. Should activation be necessary, the conditions will be set forth in the notification.

By querying the data, we agree to be charged the applicable prices for the amended or extended information. The prices will be specified in the above mentioned notification as well as in the updated price list.



Our order includes the **General Terms and Conditions for Online Products**, the current version of which is attached. We acknowledge and agree with the contents.

\_\_\_\_\_  
Place

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber

\_\_\_\_\_  
Signature  
(Please print name)

**Please send the original of the completed form to the above mentioned address. We accept telefaxes for information purposes only.**

Herausbergemeinschaft WERTPAPIER-MITTEILUNGEN  
Keppler, Lehmann GmbH & Co. KG  
Sitz: Frankfurt am Main  
Registergericht: Amtsgericht Frankfurt am Main HRA 15378

Persönlich haftende Gesellschafterin:  
Verlagsbeteiligungs- und Verwaltungsgesellschaft mbH  
Sitz: Frankfurt am Main  
Registergericht: Amtsgericht Frankfurt am Main HRB 9995

Geschäftsführung:  
Ernst Padberg (Vorsitzender)  
Torsten Ulrich  
Dr. Jens Zinke

## Appendix to the order form for WM online products

General terms and conditions of Herausgebergemeinschaft Wertpapier-Mitteilungen, Keppler, Lehmann GmbH & Co. KG (hereinafter referred to as WM Datenservice) for **online products**

- (1) The object of this contract is the activation of access (user name and password) to the WM Datenservice online products and the WM data contained therein ordered by the subscriber (hereinafter referred to as WM products) and, if applicable, of supplementary software tools for the display and analysis of the WM data.
- (2) The term 'WM data' refers to all information contained in the WM products, e.g. master and corporate actions data on financial instruments, data profiles, documentation and information material such as prospectuses and annual reports, financial notices and other announcements. The latest versions of the WM products are provided pursuant to their respective product/service specifications and the underlying definitions of the data fields in the *WM-DOKumentation*.
- (3) As the WM databases are subject to continuous adjustment in accordance with financial market developments, the latest version of the WM-DOKumentation and the state of information integration at the time of provision apply to the supply of data.
- (4) The WM products and their contents are protected by copyright. Any use beyond the restrictions of the German Copyright Act without the consent of WM Datenservice is inadmissible. This applies in particular to the reproduction and translation of the data, as well as to its storage and processing in electronic systems.
- (5) Expressly authorised employees of the subscriber may use the WM data on a visual basis through individual or—insofar as intended within the WM products—collective querying of selected financial instruments from individual securities lists, for the subscriber's own information purposes. The subscriber may also copy and store the data on financial instruments resulting from individual or collective querying and displayed on its own screens within its data processing systems for internal business and documentation purposes, and to pass on data excerpts for information purposes within the scope of correspondence with end customers. Insofar as third party documentation and information material such as prospectuses, annual reports, financial notices and other company announcements are integrated into the WM products, these may be passed on to investors who are end customers and who use the material solely for their own information purposes. This also applies to the information covered by the EU Transparency Directive 2004/109/EU and its implementation in German law.
- (6) Unless expressly agreed in writing, the subscriber may not
  - a) make the WM products accessible, nor transfer essential parts thereof, to third parties;
  - b) use the WM products beyond the expressly permitted purpose and extent; in particular, the subscriber may not reproduce the WM products for other than the intended purposes; settle them on another party; duplicate, copy, process or modify them, or transfer them to other data carriers;
  - c) integrate the WM products into other products, or use the WM products to set up products, services, or database structures with the same or comparable contents; this applies in particular to the specific structure of the data fields (the format) and to their compilation; or
  - d) take any other measure whatsoever that would enable the direct or indirect use of ideas, concepts, data and data structures, methods, and experiences contained in the WM products. This does not affect the rights arising out of Sections 69d and e of the German Copyright Act.
- (7) The subscriber shall require its employees to comply with the usage restrictions set forth above. User names and passwords must be kept confidential and may be disclosed to authorised employees only.
- (8) The subscriber agrees that the WM data in the WM products are supplied in the content, form and scope in which they are contained and accessible in the WM databases ('as is'), and that the provision of the WM data as a concentration of information is designed only to facilitate easier access to information on financial instruments. The provision of the WM products does not relieve the subscriber of its own examination of the WM data and the related explanations. It shall be the subscriber's own responsibility to verify the fitness and suitability of the WM data for its purposes.
- (9) The parties agree that WM Datenservice shall not—in the compilation and processing of information for its databases—be liable for the verification of any underlying statutory regulations or requirements pertaining to the information on an individual basis. This applies in particular to tax information, the assessment of which WM Datenservice is not obligated to provide. The WM data represent neither instructions for the fulfilment of tax obligations nor advice on tax processes, and cannot serve as a substitute for tax consultation. The subscriber shall bear the sole responsibility for ascertaining the laws prevailing at the time of use, as the timeliness of the information contained in the WM data cannot be warranted due to frequent amendments to such laws.
- (10) WM Datenservice is not obligated to verify the correctness, completeness or timeliness of the third party information, documents and material integrated into the WM products, such as master and corporate action data, prospectuses, annual reports, financial notices and other announcements by issuers, companies and other entities, nor does WM Datenservice adopt the contents of such materials as its own. Such responsibility

lies solely with the author or publisher of the material. The integration of such materials into WM products does not represent investment counseling or other valuation by WM Datenservice, and in particular does not represent a recommendation or offer to purchase or sell securities or other financial instruments.

- (11) WM Datenservice provides no warranty whatsoever as to the fitness and suitability of the WM data contained in the WM products for the subscriber's purposes within the scope of the agreed upon rights of use. The use of the WM data shall be on the subscriber's own responsibility and at its own risk. The subscriber agrees to indemnify and hold WM Datenservice harmless from any claims by third parties arising out of the use of the WM data by the subscriber.
- (12) WM Datenservice simply ensures that it is authorised to grant the subscriber the agreed upon rights to use and possess the WM data; in particular, that WM Datenservice has the unrestricted authority to receive, transfer, and distribute the WM data, and to allow and authorise the subscriber to use the WM data as per this agreement, and that such use does not infringe upon the rights of any third party under German Law.
- (13) Should WM Datenservice no longer have the right to make the WM data accessible to the subscriber and to allow him to utilise it, WM Datenservice shall be entitled to effect the extraordinary termination of this agreement in respect of the WM data in question, as per the end of each quarter with at least three weeks' advance notice. The parties shall adjust the fees accordingly. Should the remaining WM data be of limited or no interest to the subscriber, the subscriber shall be entitled to terminate the agreement, either in whole or in respect of the information which is no longer of interest due to the termination by WM Datenservice, as per the date upon which the termination on the part of WM Datenservice becomes effective.
- (14) The WM data and explanations contained in the WM products are based—insofar as they are not the result of WM Datenservice's own mental or commercial efforts—on all types of generally accessible and contractually bound sources, and particularly on information given by financial and clearing institutions, capital investment companies, issuers and other firms and entities. The data are—from WM Datenservice's point of view—compiled and processed with the greatest possible care. Nonetheless, no warranty can be given as to the correctness, timeliness or completeness of the WM data and explanations contained in the WM products. WM Datenservice does, however, undertake to immediately correct any errors that become known, insofar as possible and economically feasible. Further claims in this respect do not exist.
- (15) If software tools are provided, WM Datenservice guarantees that the same will operate faultlessly under normal working conditions within the scope of the functionality described in the operating instructions. No warranty can be given as to slight software errors. Despite the care taken by the responsible persons and WM Datenservice, it is not possible, given the current state of technology, to create software that works faultlessly under all conceivable conditions. The object of the contract is therefore limited to the basically usable software as per its description and the corresponding operating instructions. The description of the software does not constitute any warranty of characteristics in a legal sense. In the case of obvious defects of the product, WM Datenservice shall be notified thereof in writing within 8 days after the receipt of the software at the latest; in the case of non-obvious defects, immediately after their discovery, at the latest two months after the receipt of the software.
- (16) The WM products are provided by WM Datenservice on the basis of utmost accessibility—ideally 24/7—insofar as technically feasible and economically justifiable. Nevertheless, the constant accessibility to and availability of the WM products and the related WM data cannot be warranted, in particular in the case of maintenance downtime and in respect of online service, whose functionality and bandwidth WM Datenservice cannot influence. WM Datenservice reserves the right to momentarily interrupt access to the WM products in order to carry out data security and systems maintenance. Measures not requiring immediate attention are carried out at low frequency times, insofar as they cannot be taken outside customary business hours.
- (17) WM Datenservice will be discharged from its obligation to perform if force majeure or unforeseeable events cause the cessation or restriction of its operations, for the duration of such cessation or restriction as well as an adequate set-up time. Force majeure includes, but is not limited to, fire, strike, lock out, transportation disruptions, connectivity problems on the part of third parties, and technical problems such as network breakdowns due to external attacks (hacker or virus attacks) or other occurrences beyond the control of WM Datenservice, which materially impair or impede the provision of the WM products. Liability for damages resulting from force majeure or equivalent events is excluded.
- (18) Claims for damages against WM Datenservice, its employees and its vicarious agents are excluded unless such damages are caused intentionally or by gross negligence. This does not apply to a breach of essential terms of this contract, being those obligations whose fulfilment render possible the proper execution of the contract, and upon which the contractual partner regularly trusts and is entitled to trust; i.e., the principal obligations. In the event of a slightly negligent breach of essential terms, such claims will be limited to direct damages reasonably foreseeable at the conclusion of the contract. Liability for any other damages is excluded.
- (19) If special features of a WM product or of the WM data are warranted by WM Datenservice, the liability arising from such warranty does not cover consequential harm caused by defects not encompassed by the warranty.
- (20) Warranty claims by the subscriber against WM Datenservice are subject to a limitation period of one year from the beginning of the statutory limitation period, unless such claims are based on intentional acts or gross

negligence. In the case of slight negligence, liability for damages resulting from a breach of essential terms of the contract is subject to the statutory limitation provisions.

- (21) The contractual relationship shall begin upon the confirmation of the order by WM Datenservice. For the electronic provision of the WM products, including any software and online access to the WM products and the WM data contained therein, the subscriber shall remit the fees set forth in the relevant price list, plus VAT, from the date on which the subscriber's access to the WM products is activated.
- (22) If applicable, the basic fee will be charged at the time of access data provision, further invoices being made out semi-annually in advance. Usage linked, variable price components are charged quarterly on a retroactive basis, in accordance with the actual usage during the respective quarter.
- (23) WM Datenservice is at liberty to charge the contractual services by letter post or by e-mail. Invoices are payable upon receipt without deduction. An annual interest rate of 9 percentage points above the reference rate is applied to overdue payments. The total interest is computed on the basis of the days between the due date and the actual entry of the payment. WM Datenservice's right to assess claims for further damages is not affected.
- (24) The subscriber will be deemed in default of payment if an invoice or equivalent compilation is not paid within 30 days after the due date and receipt of such invoice.
- (25) If the subscriber's principal place of business is not located within the Federal Republic of Germany, the licensee shall pay all further national and international taxes and charges originating from the licensing of the WM data and their provision that may have to be paid, insofar as these are linked to the net income of WM Datenservice. If the subscriber abroad is under the statutory obligation to deduct or retain taxes, charges or similar contributions from the payments charged by WM Datenservice, the subscriber shall be obliged to pay WM Datenservice the amount raised by the respective deducted or retained fees, taxes, charges and similar contributions so that WM Datenservice will in any case receive the full amount of the stipulated and computed payments. WM Datenservice is not obliged to participate in tax procedures abroad or contribute documents thereto.
- (26) Claims for reimbursement against WM Datenservice arising from the lack of access to the WM products online for reasons of force majeure or other reasons not attributable to the fault of WM Datenservice are excluded.
- (27) During the lifetime of the contract, WM Datenservice may adjust subscription prices in particular to reflect changes in personnel and material costs, written notice of which shall be given three months in advance. This also applies to increases in the contents or value of the WM data, or the cost of their provision, as well as to amendments to the price structure as a whole. In the event of a price increase, the subscriber may terminate this contract as per the date on which the price increase is to come into effect, with one month's advance notice in writing.
- (28) The contract may be terminated as per the end of each calendar half year, with four weeks' advance notice in writing.
- (29) Neither party to this contract may assign or transfer the rights and obligations arising from this contract, or this contract as a whole, to third parties without the prior written permission of the other party. WM Datenservice's payment claims against the subscriber are the only exception.
- (30) The place of performance is the domicile of WM Datenservice.
- (31) This contract is governed by and construed in accordance with German law. The contract language is German. The place of jurisdiction for all disputes arising from or in connection with this contract is Frankfurt am Main, Germany, for both parties.
- (32) Should individual provisions of this contract be inoperative or impracticable, the effectiveness of the rest of the contract shall not be affected. Any inoperative or impracticable provision shall be superseded by a provision which comes closest to the commercial content of such inoperative or impracticable provision. This applies analogously to gaps. In order to bridge a gap, such adequate provision shall prevail which corresponds to a large extent to that which the parties would have agreed upon had they considered the point.