

# **General Terms and Conditions of Business for the Fee-Based Publication of Investmentfondspreise [*Investment Fund Prices*] in the Bundesanzeiger [*German Federal Gazette*] and Placement in Fondsdata**

## **§ 1**

### **Publication Order**

The Bundesanzeiger Verlag (hereinafter also: "Publishing Company") enables investment companies or third parties commissioned by investment companies (hereinafter also: "the Client"), to publish Investmentfondspreise in the Bundesanzeiger for a fee.

The agreement for this is to be concluded with the Publishing Company using the form "Order for Publication of Investmentfondspreise in the Bundesanzeiger and Fondsdata".

Any changes to the order must be made known immediately and in writing. The Publishing Company assigns a serial number to the publication order. This number must be included in all correspondence.

## **§ 2**

### **Publication/Publication Times**

For data transmission via <https://publikations-plattform.de>, registration is necessary.

The Investmentfondspreise to be published in the Bundesanzeiger are to be transmitted via the Publishing Company's publication platform (<https://publikations-plattform.de>).

Prior to the publication of fund prices, the Client will provide the Master data once for the investment funds to be published.

Assistance is available at <https://publikations-plattform.de> for order processing.

The publication of Investmentfondspreise is performed on the publication days of the Bundesanzeiger between 8:00 AM and 6:00 PM.

## **§ 3**

### **Delivery Formats and Deadlines for Publication in the Bundesanzeiger**

1. Data for publication of Investmentfondspreise in the Bundesanzeiger will be accepted via a web form provided by the Publishing Company or as an Excel document. Data transmission by Excel is only possible after prior inspection and approval by the Publishing Company.

The first time the Publishing Company accepts an ISIN, and in the event of later changes to the agreement, the order must be received at the latest 2 business days before initial publication in the Bundesanzeiger before 4:00 PM.

If data is received before 6:00 PM, processing and publication in the Bundesanzeiger takes place on the same day.

2. For the purposes of the publication order, the Publishing Company acquires the mandatory data (ISIN, fund name, currency, issue date, end of financial year, income type, fund type, investment focus) corresponding to the Client's specifications. The Publishing Company makes the information available to the Client in a fund database at <https://publikations-plattform.de> after completed activation.

Before the first publication of investment fund prices, the master data of the fund must be checked, confirmed, and, if necessary, supplemented and corrected by the Client. With the exception of the ISIN and investment company, the master data can be supplemented or changed by means of a web form or with the approval of the Publishing Company by means of an Excel import. The change in the ISIN and investment company is only possible through the Publishing Company. Changes in master data on investment funds must be performed by the Client immediately.

## **§ 4**

### **Free Additional Services**

1. As part of the ordering of investment fund publications in accordance with § 1, the Client can use the following free additional services for exclusive placement in Fondsdata\*:
  - Placement of historic Investmentfondspreise in Fondsdata
  - Upload of the following documents to Fondsdata: sales prospectuses, KIIDs, PIBs. This applies only to funds that are registered for sale in Germany.
  - Display of the FPP (Fund Processing Passport) in Fondsdata
  - Corrections to the price publications in the Bundesanzeiger and Fondsdata, if they are performed by the Client

\* A possible legal obligation to publication in the Bundesanzeiger will not be fulfilled by means of an upload to Fondsdata.
2. The data transmission is performed by the Client via the publication platform (<https://publikations-plattform.de>). The Client guarantees that it will only use documents that comply with the legal requirements.
3. The transmission of historic fund prices is performed by email to [fondsdata@bundesanzeiger.de](mailto:fondsdata@bundesanzeiger.de). See § 6 with regard to delivery formats.

## **§ 5**

### **Correction of Fund Price Publications**

For fund price corrections, the Client must always provide all previously transmitted price data fields in the web form or Excel document for the ISIN which is to be corrected. Corrections to Investmentfondspreise must be performed immediately via the publication platform (<https://publikations-plattform.de>).

Corrections to master data of investment funds and documents used exclusively in Fondsdata should also be made immediately via the publication platform (<https://publikationsplattform.de>).

## **§ 6**

### **Delivery Formats for Investment Fund Documents**

1. Documents on investment funds that are transmitted and to be used exclusively in Fondsdata, must be delivered in PDF format and must meet the following technical requirements in particular:
  - PDF documents must be clearly legible and it must be possible to copy and print them clearly

- Documents must not be encrypted
- JavaScript is not permitted
- It must be possible to print the document on DIN A4 paper in portrait or landscape format and the following dimensions must be respected:
  - Maximum height: 297 mm
  - Minimum height: 279.4 mm
  - Maximum width: 216 mm
  - Minimum width: 210 mm
- Documents must be limited to a maximum size of 25 MB.  
For the transmission of several PDF files the maximum permitted total size is 100 MB per order.

2. Data on “historical fund prices” that is transferred will be accepted via an Excel document provided by the Publishing Company.

## **§ 7**

### **Usage Rights and Release from Liability**

The Client grants the Publishing Company the transferable right to unlimited usage and exploitation of the data. In particular, the Publishing Company has the right to duplicate, distribute, present publicly, save, and process or reconfigure the data without modifying the content. Moreover, the Publishing Company may grant third parties the right to use and exploit the data in the same manner as the Publishing Company.

The Client guarantees that the agreed usage and exploitation of the data by the Publishing Company and the companies engaged by it are not contrary to any third party rights.

The Publishing Company is not responsible for the content that is transmitted by the client and will not appropriate the content.

The Client releases the Publishing Company and companies engaged by it from claims made by third parties as a result of the infringement of copyrights or other intellectual property rights resulting from the agreed use and exploitation of the data.

## **§ 8**

### **Rejection and Cancellation of Orders**

The Publishing Company reserves the right to reject or delete publication orders in accordance with § 2 and documents in accordance with § 4 as a result of the content, origin or technical form, if the content evidently violates laws or governmental regulations or if the publication is unreasonable for the Publishing Company.

Moreover, the Publishing Company reserves the right to block access to the registration access noted in the order for employees in the event of clear abuse. Abuse occurs in particular when employee access is provided to unauthorized third parties or content in accordance with the previous section is ordered.

## **§ 9**

### **Duration**

Publication orders are formed for one calendar year and may be terminated in writing with three months' notice to the end of the year. If no such notice is given, the agreement extends by another calendar year.

## **§10**

### **Prices / Price Adjustments**

Prices are regulated in the current "Pricelist Fee-based Publication of Investmentfondspreise in the Bundesanzeiger and Placement in Fondsdata". Volume discounts for publications in the Bundesanzeiger will be granted per investment company. The claim to retroactive volume discounts will expire if it is not asserted within one month of the expiry of the current contractual duration. Invoicing will be performed strictly in advance for the current calendar year at the beginning of the year. In case of orders during the year, invoicing will be performed at the time of the order, with the annual price being prorated. The liquidation and closing of funds can only be taken into consideration proportionally after the Publishing Company has been informed in writing. The invoicing will be performed at the end of the year.

The Publishing Company reserves the right to adjust the prices even without prior notice at any time. In case of a price adjustment, the Agreement can be terminated with immediate effect. If a publication order is issued after the price increase, the price adjustment is considered accepted.

In the event of delayed payment, interest and collection fees will apply. The Publishing Company has the right to delay the execution of the on-going order until payment is made. If subsequent, substantiated doubts arise regarding the Client's ability to pay, the Publishing House has the right to suspend the further publication of fund prices until outstanding invoice amounts are settled, including during the term of an agreement.

The Publishing Company will provide the Client with a document on its publication platform (<https://publikations-plattform.de>), showing which funds and which periods have been published in the Bundesanzeiger. In addition, an Excel document is sent to an email address provided by the Client. Payments by cheque are excluded.

## **§ 11**

### **Limitation of Liability**

The liability of the Publishing Company for infringements resulting from slight negligence is excluded, to the extent that no injuries to life, body or health or violations of guarantees have occurred and that no claims under product liability law are affected.

Furthermore, liability for the violation of duties whose fulfilment facilitates the proper performance of the agreement and whose observance the parties may regularly rely on (material contractual obligations) remains unaffected.

The liability is limited to compensation for typically predictable damages. The aforementioned limitation of liability also applies to the legal representatives, employees and other performing and/or vicarious agents of the Publishing Company.

## § 12

### Force Majeure

In the event of force majeure (e.g. fire, strike, lockout, telephone communication systems failure) affecting the Publishing Company or its service providers, the Publishing Company is exempt from the obligation to perform for the duration of the force majeure and for an adequate, subsequent start-up period. Force majeure also includes the impairment of the Publishing Company's technical systems or those of its vicarious agents due to a computer virus. The Publishing Company will take adequate precautions to guarantee the fulfilment of its performance obligations in the event of technical disturbances.

## § 13

### Controlling language version

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.

## § 14

### German Law / Publisher / Place of Fulfillment / Jurisdiction

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.

**Bundesanzeiger Verlag GmbH, Investmentfondspreise, Amsterdamer Straße 192,  
50735 Cologne, email: [fondsdata@bundesanzeiger.de](mailto:fondsdata@bundesanzeiger.de)**

