

To all Xetra® Members, Co-Applicants and all Applying Issuers, Guarantors and Parent Companies of Bonds participating in Prime Standard for Corporate Bonds

Deutsche Börse AG
Xetra

Listing Services

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13 June 2016

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Amendment of the General Terms and Conditions of Deutsche Börse AG for Participation in the Prime Standard for Corporate Bonds, valid as of 4 July 2016

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Dear Sir or Madam,

in connection with the coming into effect of Regulation (EU) No. 596/2014 Market Abuse (Market Abuse Regulation, MAR) on 3 July 2016, the Executive Board of Deutsche Börse AG decided, with consent of the Management Board of Frankfurter Wertpapierbörse (FWB[®], the Frankfurt Stock Exchange), the amendments marked in the attached General Terms and Conditions of Deutsche Börse AG for Participation in the Prime Standard for Corporate Bonds (General Terms and Conditions DBAG), valid as of 4 July 2016.

The currently valid MAR will be extended to cover financial instruments which will be included or are already included on Multilateral Trading Facilities (MTFs). As a result, MTF issuers who applied for or approved inclusion of the financial instrument (Section 2 Paragraph 7a of the German Securities Trading Act – new version, Wertpapierhandelsgesetz (WpHG) – neu) are legally obliged

- to ensure ad-hoc publicity
- to report Directors' Dealings
- to maintain insider lists.

The German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin) monitors compliance with these obligations.

Chairman of the
Supervisory Board
Joachim Faber

Executive Board
Carsten Kengeter
(Chief Executive Officer)
Andreas Preuss
(Deputy Chief Executive Officer)
Gregor Pottmeyer
Hauke Stars
Jeffrey Tessler

Aktiengesellschaft
mit Sitz in
Frankfurt/Main
HRB Nr. 32232
Amtsgericht
Frankfurt/Main

In order to avoid a double publicity obligation, information requirements (so-called quasi ad-hoc) for companies whose bonds are included in Entry Standard and participate in Prime Standard for Corporate Bonds will be cancelled in the General Terms and Conditions DBAG.

For issuers, whose bonds are admitted to the regulated market at Frankfurt Stock Exchange and participate in Prime Standard for Corporate Bonds, nothing will change.

The complete set of regulations and amendments to these regulations are available on the website of Deutsche Börse Group under this link:

www.deutsche-boerse.com > Regulation

Unless Members, Applying Issuers, Guarantors or Parent Companies reject the amendment of the General Terms and Conditions DBAG prior to its coming into effect in writing or in electronic form with Deutsche Börse AG, Mergenthalerallee 61, 65760 Eschborn, Germany, the amendment will be deemed to be approved (§ 3 Paragraph 1 Sentence 2 of the General Terms and Conditions DBAG). In case a rejection is submitted, Deutsche Börse AG may terminate the business relationship with the Member, Applying Issuer, Guarantor or Parent Company with six weeks' notice pursuant to § 3 Paragraph 2 of the General Terms and Conditions DBAG. Termination for good cause remains unaffected.

If you have questions, please contact Listing Services on tel. +49-(0) 69-2 11-1 35 55.

Yours faithfully



Cord Gebhardt



Renata Bandov

Attachment: General Terms and Conditions of Deutsche Börse AG for Participation in the Prime Standard for Corporate Bonds, valid as of 4 July 2016

General Terms and Conditions of Deutsche Börse AG for Participation in the Prime Standard for Corporate Bonds

Table of Contents

Preamble	2
I. Section General Provisions	3
§ 1 Prime Standard for Bonds	3
§ 2 Scope of Application of Conditions for Participation	3
§ 3 Amendments to the Conditions for Participation	3
II. Section Provisions Governing Participation	3
§ 4 Person Entitled to Submit an Application, Application for Participation	3
§ 5 Prerequisites for Participation	4
III. Section Follow-up Participation Obligations	7
§ 6 General Follow-up Participation Obligations for Bonds Which Are Admitted to the Regulated Market or Included in the Entry Standard	7
§ 7 Special Follow-up Participation Obligations for Bonds Which Are Admitted to the Regulated Market	9
§ 8 Special Follow-up Participation Obligations for Bonds Which Are Included in the Entry Standard	10
IV. Section Contractual Penalty, Publication of the Imposition of a Contractual Penalty	13
§ 9 Contractual Penalty for the Breach of Reporting Obligations, Obligations to Submit Figures, Rating Obligations and Obligations to Submit Information	13
§ 10 Contractual Penalty for the Breach of Short Profile Obligations, Calendar Obligations and Obligations to Hold Information Events	14
§ 11 Publication of the Imposition of a Contractual Penalty	14
V. Section Termination and Discontinuation of Participation	15
§ 12 Termination and Discontinuation of Participation	15
VI. Section Final Provisions	15
§ 13 Language Rules	15
§ 14 Submissions to DBAG	15
§ 15 Scope of Verifications by DBAG	15
§ 16 Publications by DBAG	16
§ 17 Liability of DBAG	16
§ 18 Data Protection	16
§ 19 Applicable Law, Place of Jurisdiction	18
VII. Section Fees	18
§ 20 Fees	18
Appendix 1 Company Key Figures	19
Appendix 2 Company and Bond Profile	21

Preamble

The Prime Standard for Corporate Bonds is a privately organised listing segment of Deutsche Börse AG (hereinafter "DBAG") for corporate bonds (hereinafter "Bonds"), such Bonds being certificated bearer Bonds of a company.

The Prime Standard for Bonds subjects the issuers and, if applicable, their respective guarantors and/or group company to especially high transparency requirements, which must be met both at the time when the issuer is first admitted to the listing segment as well as on a continuous basis thereafter. The marketing emphasis DBAG places on the Prime Standard for Bonds and the aforementioned high transparency standards allow the issuer to better position Bonds on the capital market. This increases their visibility, attracts the focus of potential investors and therefore increases liquidity.

With its high transparency requirements the Prime Standard for Bonds will offer investors the possibility of gaining a well-founded overview of the issuers and their Bonds, which will enable them to make investment decisions suited to their interests. Participation in the Prime Standard for Bonds may be realised in a flexible way via one of two access routes: either via the Regulated Market at Frankfurter Wertpapierbörse (hereinafter "FWB") or via the "Entry Standard" of the Regulated Unofficial Market of FWB (hereinafter "Entry Standard"). This flexibility offers an alternative access route to the Prime Standard of Bonds for companies not listed on the stock exchange as well as for family-run companies.

I. Section General Provisions

§ 1 Prime Standard for Bonds

The Prime Standard for Bonds is a privately organised listing segment for trading in Bonds, which is provided by DBAG and which DBAG shall market accordingly.

§ 2 Scope of Application of Conditions for Participation

- (1) These Terms and Conditions (hereinafter "Conditions for Participation") govern the participation in the Prime Standard for Bonds.
- (2) The rules and regulations governing admission of shares to the Regulated Market on the FWB and the inclusion of shares in the Entry Standard remain unaffected.

§ 3 Amendments to the Conditions for Participation

- (1) DBAG is entitled to amend these Conditions for Participation.
- (2) Amendments to the Conditions for Participation shall be made known, in writing or electronically, to the applying issuers, the co-applicants, the guarantors and the parent companies at the latest three weeks prior to the point in time of such amendments taking effect. Such amendments are to be deemed approved if the issuer, the Co-Applicant, the guarantor or the parent company does not provide notification that it rejects such amendments in writing or electronically prior to the point in time of such amendments taking effect. DBAG shall specifically make reference to this effect of deemed approval in its offer.
- (3) In case of a rejection pursuant to Paragraph 2, DBAG may terminate the participation in the Prime Standard for Bonds with respect to the applying issuer, the co-applicant, the guarantor and/or the parent company subject to six weeks' notice. The right to termination without notice shall remain unaffected.

II. Section Provisions Governing Participation

§ 4 Person Entitled to Submit an Application, Application for Participation

- (1) Participation in the Prime Standard for Bonds takes place upon joint application of the issuer and, as the case may be, a bank, a financial services institution or a company operating in accordance with § 53 Paragraph 1 Clause 1 of the German Banking Act (Kreditwesengesetz, hereinafer "KWG") or § 53 b Paragraph 1 Clause 1 KWG (hereinafter "Co-Applicant"). The Co-Applicant must be admitted to the FWB with the right to participate in trading and must provide evidence of liable equity capital equivalent to at least EUR 730,000. By submitting the application, the Co-Applicant guarantees the completeness and accuracy of the information

provided in the application and the completeness of the documents submitted. An issuer satisfies the prerequisites of a Co-Applicant pursuant to Clause 1 and 2 may submit an application by itself. In the case of Bonds that are already included in the Entry Standard or which have already been admitted to and introduced at the Regulated Market at the time of application, a Co-Applicant is not required.

- (2) In case the issuer is the beneficiary of an unconditional and irrevocable guarantee, which was supplied by one or more group companies (guaranteeing group company or group companies, hereinafter "Guarantor"), the application for participation pursuant to Paragraph 1 must also be submitted by the Guarantor. In addition to the issuer, the co-applying Guarantor must also satisfy all prerequisites for participation and follow-up obligations with respect to itself as if such Guarantor were the issuer of the Bond to which the guarantee refers; unless different provisions are specifically set forth hereafter.

If there is more than one Guarantor within the meaning of Clause 1 and if the parent company consolidates more than 70 % of the fixed assets, the annual revenue or the EBITDA of the Guarantors, the application for participation is not to be signed by the individual Guarantors but by the parent company. In this case, in addition to the issuer, the parent company must also satisfy all prerequisites for participation and follow-up obligations as if such parent company were the issuer of the Bond to which the guarantee refers.

- (3) The application for participation is to be submitted in writing. DBAG may determine that the application for participation is to be submitted in a certain form or a certain format. All documents and evidence are to be submitted with the application for participation for verification of the prerequisites of participation. Further documents and evidence are to be submitted to DBAG upon request.
- (4) DBAG decides on the application for participation. The application for participation may be refused even if the prerequisites for participation are satisfied.
- (5) The application for participation may be submitted at the same time as the application for admission to the Regulated Market at FWB or the application for inclusion in the Entry Standard.

§ 5 Prerequisites for Participation

- (1) The participation in the Prime Standard for Bonds requires that
- a) the Bond be admitted to the Regulated Market at FWB or be included in the Entry Standard,
 - b) the Bonds be divided up nominally into partial debentures valued at EUR 1,000 each,
 - c) the volume of Bonds placed be equal to no less than EUR 100 million or to an equivalent value denominated in a different currency or

- d) that, based on the latest published annual financial statements, either the annual turnover of the issuer or the Guarantor and/or the parent company be equal to at least EUR 300 million or to an equivalent value denominated in a different currency

or that – if the issuer or the Guarantor and/or the parent company is a commercial enterprise – the total assets, based on the latest published annual financial statements, be equal to at least EUR 300 million or to an equivalent value denominated in a different currency.

In case the issuer is required to prepare consolidated financial statements, the group turnover or the group's total assets, based on the latest published consolidated financial statements, must be equal to at least EUR 300 million or to an equivalent value denominated in a different currency.

- (2) Furthermore, the participation in the Prime Standard for Bonds requires the transmission of the following documents to DBAG:
- a) the latest published and reviewed annual financial statements along with a management report and the audit certificate or the certificate on its rejection prepared either according to international accounting standards or according to the national law of the state in which the issuer is registered provided that such state is an EU member state. In case such state is not an EU member state, the annual financial statements may only be prepared according to national law if such preparation is equivalent pursuant to Article 3 of the Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002 on the application of international accounting standards. If the issuer is required to prepare consolidated financial statements and a group management report, it is only required to transmit such consolidated financial statements along with the group management report;
- b) company key figures pursuant to Appendix 1 based on the annual financial statements or the consolidated financial statements to be submitted pursuant to Item a); the issuer is exempt from the obligation to prepare and submit company figures required pursuant to Appendix 1 No. 1 to 6 if it explains and submits to DBAG for publication the reasons for such non-submission of company figures pursuant to Appendix 1 No. 1 to 6 and if
- aa) the issuer is either a member of one of the selection indices Dax or MDax
or
- bb) the issuer's annual turnover of the three previous financial years was equal to at least EUR 1 billion each or to an equivalent value denominated in a different currency. § 5 Paragraph 1 Item d) is to be applied accordingly.
- c) a current and valid company or bond rating unless

- aa) the issuer is either a member of one of the selection indices Dax or MDax
or
- bb) the issuer's annual turnover of the three previous financial years was equal to at least EUR 1 billion each or to an equivalent value denominated in a different currency. § 5 Paragraph 1 Item d) is to be applied accordingly.

The rating must include a credit rating by the credit rating agency with regard to the issuer of the Bond or with regard to the Bond and must have been provided according to a fixed or defined classification system for rating categories. A credit rating summary must be transmitted along with the credit rating. The rating must have been provided by a credit rating agency, which

- is either registered as a rating agency in accordance with Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies or
- accredited pursuant to §§ 52 and 53 of the Regulation Governing the Capital Adequacy of Institutions, Groups of Institutions and Financial Holding Groups (Solvabilitätsverordnung, SolvV);

- d) a company and bond profile of the issuer prepared pursuant to Appendix 2, and
- e) a corporate calendar which includes all major events of the issuer (in particular legally mandatory events and the date of the information event for bond investors and bond analysts pursuant to § 6 Paragraph 1 Item e).

(3) In derogation from the principle stated in § 4 Paragraph 2 Clause 2 and 4, the following shall apply; that, in case of

- a) Paragraph 2 Item a), only the annual financial statements and the management report of the Guarantor and/or the parent company is to be submitted; unless the reports of the issuer are of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply;
- b) Paragraph 2 Item b), only the company key figures of the Guarantor and/or the parent company are to be submitted; unless the figures of the issuer are of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply;
- c) Paragraph 2 Item c), a company rating referring either to the Guarantor and/or the parent company or the issuer is to be submitted or - provided that a bond rating is submitted instead of a company rating - only the issuer is required to submit such rating;

- d) Paragraph 2 Item d), the Guarantor and/or the parent company are not required to submit data regarding the Bond in their company or bond profile, and
 - e) Paragraph 2 Item e), only the corporate calendar of the Guarantor and/or the parent company is to be submitted; unless the corporate calendar of the issuer is of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply.
- (4) DBAG may allow exceptions to the prerequisites for inclusion mentioned in Paragraph 1 to 3 provided that the derogation is minimal or not suited to have a significant effect on the evaluation of the issuer's or Guarantor's financial situation and prospects.
- (5) The documents and evidence required pursuant to Paragraph 2 and 3 are to be submitted to DBAG upon submission of the application. Further documents and evidence are to be submitted to DBAG upon request.

III. Section Follow-up Participation Obligations

§ 6 General Follow-up Participation Obligations for Bonds Which Are Admitted to the Regulated Market or Included in the Entry Standard

- (1) The issuer whose Bond is admitted to the Regulated Market or included in the Entry Standard and which takes part in the Prime Standard for Bonds must fulfil the following obligations.

- a) Submission of company key figures

The issuer must determine new company key figures required pursuant to § 5 Paragraph 2 Item b) at the latest within a period of four months from the expiration of each financial year and submit such company figures to DBAG. It is recommended that the company figures be submitted at the same time as the accounts statement. The issuer is exempt from the obligation to prepare and submit company figures required pursuant to Appendix 1 No. 1 to 6 in connection with § 5 Paragraph 2 Item b) if it explains and submits to DBAG for publication the reasons for such non-submission of company figures pursuant to Appendix 1 No. 1 to 6 and if

- aa) the issuer is either a member of one of the selection indices Dax or MDax, or

- bb) the issuer's annual turnover of the three previous financial years was equal to at least EUR 1 billion each or to an equivalent value denominated in a different currency. § 5 Paragraph 1 Item d) is to be applied accordingly.

b) Submission of a company or bond rating

The issuer must hold a current and valid company or bond rating pursuant to the prerequisites of § 5 Paragraph 2 Item c). The current version of the rating is to be submitted to DBAG without undue delay upon receipt of such rating; unless

aa) the issuer is a member of one of the selection indices Dax or MDax, or

bb) the issuer's annual turnover of the three previous financial years was equal to at least EUR 1 billion each or to an equivalent value denominated in a different currency. § 5 Paragraph 1 Item d) is to be applied accordingly.

The rating to be submitted pursuant to Clause 2 must correspond to the type of the previously submitted rating.

c) Updating and submission of the company and bond profile

The issuer must update its company and bond profile required pursuant to § 5 Paragraph 2 Item d) if any of the information therein has changed, and it must submit the updated version to DBAG. The issuer must, in particular, update the short profile with regard to the placed issuance volume at the latest after the end of the subscription period via the DBAG subscription facility and must continue updating until the end of the placement at least once a month; such updates must be subsequently submitted to DBAG.

d) Updating and submission of the corporate calendar

The issuer must continually update the corporate calendar required pursuant to § 5 Paragraph 2 Item e). The corporate calendar is to be submitted to DBAG at least at the beginning of each financial year.

e) Information event for bond investors and bond analysts

aa) The issuer must hold an information event at least once a year. Such information event may be held at the same time as the analysts' conference pursuant to § 53 of the Exchange Rules (Börsenordnung).

bb) The date of the information event must be included in the corporate calendar (cf. § 5 Paragraph 2 Item e). Date changes are to be entered into the corporate calendar without undue delay.

(2) In derogation from the principle stated in § 4 Paragraph 2 Clause 2 and 4, the following shall apply; that, in case of

a) Paragraph 1 Item a), only the company key figures of the Guarantor and/or the parent company are to be submitted; unless the figures of the issuer are of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply;

- b) Paragraph 1 Item b), a company rating referring either to the Guarantor and/or the parent company or the issuer is to be submitted or - provided that a bond rating is submitted instead of a company rating - only the issuer is required to submit such rating;
 - c) Paragraph 1 Item c), the Guarantor and/or the parent company are not required to submit data regarding the Bond in their company or bond profile;
 - d) Paragraph 1 Item d), only the corporate calendar of the Guarantor and/or the parent company is to be submitted; unless the corporate calendar of the issuer is of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply, and
 - e) Paragraph 1 Item e), it suffices for the Guarantor or the parent company to hold an information event; unless an information event of the issuer is of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply.
- (3) DBAG may allow exceptions to the follow-up participation obligations mentioned in Paragraph 1 Item a) to e) provided that the derogation is minimal or not suited to have a significant effect on the evaluation of the issuer's or Guarantor's financial situation and prospects.

§ 7 Special Follow-up Participation Obligations for Bonds Which Are Admitted to the Regulated Market

The issuer whose Bond is admitted to the Regulated Market and which takes part in the Prime Standard for Bonds must, in addition to the follow-up participation obligations pursuant to § 6, fulfil the following obligations.

- (1) Submission of an annual financial report
 - a) After expiration of each financial year the issuer must prepare an annual financial report pursuant to § 37 v Paragraph 2 of the German Securities Trading Act (Wertpapierhandelsgesetz, WpHG). In derogation from § 37 v Paragraph 2 Number 1 WpHG, the annual financial statements may be prepared according to international accounting standards.
 - b) If the issuer is required to prepare consolidated financial statements and a group management report, § 37 y Number 1 WpHG shall apply accordingly provided that corresponding group information is provided in place of the individual information.
 - c) The annual financial report is to be submitted to DBAG at the latest four months after expiration of each financial year.
- (2) Submission of a half-yearly financial report

- a) The issuer must prepare a half-yearly financial report pursuant to § 37 w Paragraph 2 to 4 Clause 1, Paragraph 5 WpHG for the first six months of each financial year.
- b) The accounting standards applied to the annual financial statements must also be applied to the condensed financial statements.
- c) If the issuer is required to prepare consolidated financial statements and a group management report, the half-yearly financial report is to be prepared pursuant to § 37 y Number 2 WpHG.
- d) The half-yearly financial report is to be submitted to DBAG at the latest three months after expiration of the first six months of each financial year.

(3) Start of the obligation to transmit reports

The obligation to transmit reports pursuant to Paragraph 1 and 2 is first created in the reporting period or the preparation period in which DBAG decides on participation application.

- (4) In derogation from the principle stated in § 4 Paragraph 2 Clause 2 and 4 the following shall apply; that, in the case of Paragraph 1 and 2, only the reports of the Guarantor and/or the parent company are to be submitted; unless the reports of the issuer are of additional interest to the bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply accordingly.
- (5) DBAG may allow exceptions to the follow-up participation obligations mentioned in Paragraph 1, 2 and 4 provided that the derogation is minimal or not suited to have a significant effect on the evaluation of the issuer's or Guarantor's financial situation and prospects.

§ 8 Special Follow-up Participation Obligations for Bonds Which Are Included in the Entry Standard

The issuer whose Bond is included in the Entry Standard and which takes part in the Prime Standard for Bonds must, in addition to the follow-up participation obligations pursuant to § 6, fulfil the following obligations.

- (1) Publication and submission of the annual financial statements and management report
 - a) Within a period of four months after expiration of each financial year, the issuer must publish reviewed annual financial statements along with a management report as well as the audit certificate or the certificate on its rejection on its website and submit such statement and management report to DBAG. The annual financial statements and management report must be prepared either according to internationally recognised accounting standards or to the national law of the state in which the issuer is registered provided that such state is an EU member state. In case such state is not an EU

member state, the annual financial statements may only be prepared according to national law if such preparation is equivalent to international accounting standards pursuant to Article 3 of the Regulation (EC) No 1606/2002 of the European Parliament and of the Council of 19 July 2002, or if DBAG explicitly allows the account rendering according to national law. If the issuer is registered in a state that is not an EU member state, the annual financial statements and management report can also be prepared and reviewed according to the German Commercial Code.

- b) If the issuer is required to prepare consolidated financial statements and a group management report, it is only required to transmit such consolidated financial statements and the group management report. In regard to the applicable accounting standards, the submission deadline and manner of submission, Item a) Clause 1-3 shall apply accordingly.

- (2) Publication and submission of half-yearly financial statements and interim management report

- a) The issuer must prepare condensed financial statements (half-yearly financial statements) and an interim management report for the first six months of each financial year, publish such statement and report on its website at the latest three months after expiration of the reporting period, and submit such statement and report to DBAG. The condensed financial statements must at least include a condensed balance sheet, a condensed profit and loss account as well as an annex. The accounting standards applied to the annual financial statements must also be applied to the condensed financial statements. The interim management report must at least include an account of important events, which occurred within the reporting period and which involve the issuer's company, as well as a description of the major opportunities and risks for the six months succeeding the reporting period within the same financial year.

- b) If the issuer is required to prepare consolidated financial statements and a group management report, it is only required to prepare and submit the consolidated half-yearly financial statements and interim management report.

- (3) Start of the obligation to transmit reports

The obligation to transmit reports pursuant to Paragraph 1 and 2 is first created in the reporting period or the preparation period in which DBAG decides on the participation application.

- ~~(4) Notification, publication and submission of information~~

- ~~a) The issuer must publish essential information which directly affects itself or the Bond on its website as well as by means of an electronically operated information processing system and must submit the content of such publication to DBAG. Information is deemed to directly affect the issuer if it refers to circumstances which have arisen in its area of operation, such as:~~

- ~~— corporate actions (including capital adjustments),~~
- ~~— loss and imminent default or over-indebtedness according to § 92 of the German Stock Corporation Act (Aktiengesetz, hereinafter "AktG"),~~
- ~~— takeover of debtors and/or default of essential debtors,~~
- ~~— takeover bids and compensation offers,~~
- ~~— transfer of shares against cash settlement according to § 327 a AktG,~~
- ~~— filing for insolvency,~~
- ~~— deregistration of the company from the commercial register or an equivalent public register of companies,~~
- ~~— default on interest payments or on repayments,~~
- ~~— increases,~~
- ~~— buybacks of its own shares and~~
- ~~— issuance of new Bonds or early retirement of existing Bonds.~~

~~b) The issuer is exempt from the obligation to publish and submit information according to Item a) to the extent that it is required in order to protect its legitimate interests, that there is no danger of misleading the public and that the issuer is able to ensure the confidentiality of the information. The publication and submission of the information is to be effected without undue delay as soon as the reasons for deferral cease to exist. Paragraph 4 Item c) shall apply accordingly. Together with the notification pursuant to Item c), the issuer must inform DBAG of the reasons for exemption pursuant to Clause 1, stating the point in time when the decision to defer publication was made.~~

~~c) The issuer must communicate the information to be published pursuant to Item a) to DBAG, Market Supervision Cash Trading, via telefax +49 69 214 13681, prior to the publication of such information; unless shares, certificates representing shares or Bonds of the issuers are admitted to trading at or are included in the Regulated Market at FWB. In its notification, the issuer must name a contact who is available for further questions.~~

(54) In derogation from the principle stated in § 4 Paragraph 2 Clause 2 and 4 the following shall apply; that, in the case of

a) Paragraph 1 and 2, only the statements and reports of the Guarantor and/or the parent company are to be submitted; unless the statements and reports of the issuer are of additional interest to bondholders; in such cases § 4 Paragraph 2 Clause 2 and 4 shall apply;

~~b) Paragraph 4, only information with regard to the issuer are to be published, submitted and communicated to DBAG.~~

- (65) DBAG may allow exceptions to the follow-up participation obligations mentioned in Paragraph 1, 2, 4 and 5-4 provided that the derogation is minimal or not suited to have a significant effect on the evaluation of the issuer's or Guarantor's financial situation and prospects.

IV. Section Contractual Penalty, Publication of the Imposition of a Contractual Penalty

§ 9 Contractual Penalty for the Breach of Reporting Obligations, Obligations to Submit Figures, Rating Obligations and Obligations to Submit Information

- (1) In the event that the applying issuer, the Guarantor or the parent company (hereinafter "Obligated Parties"), in violation of the corresponding requirements, fails to fulfil or fails to fulfil in time or fails to fulfil in their entirety its obligations regarding
- a) the annual financial report (§ 7 Paragraph 1) or the annual financial statements and the management report (§ 8 Paragraph 1),
 - b) the half-yearly financial report (§ 7 Paragraph 2) or the half-yearly financial statements and the interim management report (§ 8 Paragraph 2),
 - c) the company key figures (§ 6 Paragraph 1 Item a),
 - d) the company or bond rating (§ 6 Paragraph 1 Item b) or
 - e) the publication of information (§ 8 Paragraph 4),

DBAG is entitled to demand a contractual penalty of the Obligated Party; unless the Obligated Party is not responsible for the violation of the obligation.

- (2) In case of intentional misconduct the contractual penalty may amount to:

in case ofup to EUR
the annual financial report or the annual financial statements and management report	100,000
the half-yearly financial report or the half-yearly financial statements and interim management report	50,000
the company rating or the bond rating	25,000
the company key figures	12,500
the publication of information	12,500

- (3) In case of negligence the maximum contractual penalty which may be demanded may amount to at most half of the amount of the corresponding maximum contractual penalty threatened for intentional misconduct.
- (4) Only one contractual penalty may be demanded of the Obligated Party for each report which is to be transmitted by such Obligated Party.
- (5) The determination of the actual contractual penalty pursuant to Paragraph 2 is dependent especially on the following factors:
 - the duration of the violation of the obligation and
 - the amount of the placed issuance volume at the time of the violation.

§ 10 Contractual Penalty for the Breach of Short Profile Obligations, Calendar Obligations and Obligations to Hold Information Events

- (1) In the event that the Obligated Party, in violation of the corresponding requirements, fails to fulfil or fails to fulfil in time or fails to fulfil in their entirety its obligations regarding
 - a) the company and bond profile (§ 6 Paragraph 1 Item c),
 - b) the corporate calendar (§ 6 Paragraph 1 Item d)
 - c) the information event for bond investors and bond analysts (§ 6 Paragraph 1 Item e)

DBAG is entitled to demand a contractual penalty of the Obligated Party; unless such Obligated Party is not responsible for the violation of the obligation.

- (2) In case of intentional misconduct the contractual penalty may, in each of the cases mentioned in Paragraph 1, amount to up to EUR 10,000. In case of negligence the contractual penalty may amount to up to EUR 5,000.
- (3) The determination of the actual contractual penalty pursuant to Paragraph 2 is dependent especially on the following factors:
 - the duration and scope of the violation of the obligation and
 - the importance of the violation for the capital market.

§ 11 Publication of the Imposition of a Contractual Penalty

DBAG is entitled to publish a contractual penalty imposed pursuant to § 9 or § 10 and to specify the Obligated Party and the specific violation of obligation pursuant to § 16 in such publication.

V. Section Termination and Discontinuation of Participation

§ 12 Termination and Discontinuation of Participation

- (1) DBAG and the issuer may terminate the participation in the Prime Standard for Bonds with a notice period of six weeks.
- (2) The right to termination for good cause remains unaffected.
- (3) The participation in the Prime Standard for Bonds shall be discontinued upon expiration of the notice period pursuant to Paragraph 1 or once the termination takes effect pursuant to Paragraph 2. All rights and obligations of the issuer and, if applicable, the Guarantor and/or the parent company with regard to the Prime Standard for Bonds cease upon the discontinuation of participation; the obligation to pay any fees already due pursuant to § 20 shall remain unaffected.
- (4) The termination of the participation in the Prime Standard for Bonds pursuant to Paragraph 1 and 2 does not affect admission to the Regulated Market or inclusion in the Entry Standard.
- (5) Participation in the Prime Standard for Bonds shall be discontinued automatically if trading of the Bond on the Regulated Market or in the Entry Standard ceases; the obligation to pay any fees already due pursuant to § 20 shall remain unaffected.

VI. Section Final Provisions

§ 13 Language Rules

The documents and evidence referred to in §§ 4 to 8 must be composed either in German or in English.

§ 14 Submissions to DBAG

The manner in which the submission of the documents and evidence referred to in §§ 4 to 8 takes place is determined by DBAG.

§ 15 Scope of Verifications by DBAG

DBAG shall check the documents and evidence submitted in order to provide evidence of the prerequisites for participation and in order to comply with the follow-up participation obligations for completeness and consistency.

§ 16 Publications by DBAG

- (1) DBAG is entitled to publish the documents and evidence submitted to it pursuant to §§ 5 to 8 and to make such documents and evidence available to the general public.
- (2) Furthermore, DBAG is entitled to publish the start of the participation in the Prime Standard for Bonds as well as the discontinuation of the participation.
- (3) Publications of DBAG within the scope of these Conditions for Participation shall occur on its website (at www.deutsche-boerse.com). DBAG is entitled to make use of other electronic media for its publications.

§ 17 Liability of DBAG

- (1) DBAG shall be liable for damages caused culpably by the violation of a cardinal contractual obligation, such obligation being an obligation of DBAG pursuant to these Conditions for Participation. However, in case of simple negligence, the liability of DBAG shall be limited to the compensation of the typical foreseeable damage. Furthermore, the liability of DBAG shall be excluded provided that DBAG did not cause the damage intentionally or through gross negligence. Furthermore, the statutory liability of DBAG in particular in cases of culpable violation of life, body and health shall remain unaffected.
- (2) DBAG shall not be liable for the accuracy of content, availability and up-to-dateness of the information included pursuant to these Conditions for Participation. DBAG shall particularly not be liable for the creditworthiness of the applying issuer, the Guarantor and/or parent company or for the legal permissibility or the economic risk of the bond issuance.
- (3) If, by culpable behaviour, in particular by violation of obligations according to these Terms and Conditions, the applying issuer, the Co-Applicant, the Guarantor or the parent company has contributed to the occurrence of the damage, the principles of contributory negligence determine to what extent DBAG and the applying issuer, the Co-Applicant, the Guarantor or the parent company have to bear the damage.
- (4) DBAG shall not be liable for damages which are attributable to force majeure, tumult, warlike or natural events or to other events for which it is not responsible (e.g. strike, lockout, traffic block, decrees by public authorities) or to technical problems which have been caused non-culpably.

§ 18 Data Protection

- (1) DBAG, the applying issuers, Co-Applicants, Guarantors and parent companies (hereinafter separately referred to as "Party" or jointly referred to as "Parties") undertake, during and after the duration of their business relation, to keep secret and secure against unauthorised access all information which they have been granted access to by the respective other Party, by their affiliates, consultants or

by third parties acting on the behalf of such other Party, in connection with their business relation or which they have gained knowledge of.

- (2) Each Party shall also submit all persons and companies, which are charged with the provision of services from this business relation to the same obligations to secrecy, which they have submitted to themselves. The Parties are entitled to disclose information to companies being affiliated with such parties within the meaning of § 15 AktG as well as to their service providers to the extent that such disclosure is necessary for business operations and to the extent that the recipient of such information is obligated to keep such information strictly confidential. Each Party is entitled to disclose information to third parties, in particular to public bodies, to the extent that such disclosure is necessary because of applicable law or because of acts of authorities. The other Party is to be provided advance notification of the disclosure in writing; in the event that such advance disclosure is not permissible, the notification shall occur immediately after elimination of the impediment. § 10 of the German Stock Exchange Act (Börsengesetz) shall remain unaffected.
- (3) The following information is exempt from the obligation to secrecy; information
- which is in the public sphere and which was already known to the receiving Party at the time of receipt or which was subsequently published by the forwarding Party, or
 - which was developed independently and autonomously by the receiving Party without having had knowledge or use of equivalent information of the other Party, or
 - which was disclosed to the receiving Party by a third party, such third party, to the best of the receiving Party's knowledge, being entitled to such disclosure and not being submitted to an obligation to secrecy,
 - which may be published according to these Conditions for Participation.

Companies which are affiliated with DBAG pursuant to § 15 AktG are entitled to record, process and use information if and only if

- a) they are obligated to keep such information secret,
- b) such recording, processing and usage occurs in order to carry out the contract or in order to analyse or improve the quality of their services or of their service portfolio or for customer information and
- c) in the case of such information consisting of personal data, the personal data is submitted to a company having its registered offices in a member state of the European Union or in another contractual state of the agreement on the European Economic Area or which guarantees an appropriate level of data protection, and provided that data secrecy pursuant to § 5 German Federal Data Protection Act (Bundesdatenschutzgesetz) is preserved.

- (4) The applying issuer, the Co-Applicant, the Guarantor and the parent company shall agree to the receipt of advertising materials from DBAG and from the companies affiliated with DBAG pursuant to § 15 AktG via electronic mail. Such agreement may be withdrawn free of charge at any time by sending an email to costumer.support@deutsche-boerse.com.

§ 19 Applicable Law, Place of Jurisdiction

- (1) All business relations within the scope of these Conditions for Participation shall exclusively be governed by the laws of the Federal Republic of Germany.
- (2) The exclusive jurisdiction for all disputes in connection with these Conditions for Participation shall be Frankfurt/Main.

VII. Section Fees

§ 20 Fees

- (1) The participation in the Prime Standard for Bonds entails an annual fee of EUR 5,000 in total, which is to be paid joint and severally by the issuer, the Guarantor and the parent company. The annual fee is to be paid in quarterly instalments of EUR 1,250 each.
- (2) The obligation to pay the fee is first created in the calendar quarter, in which the Bond participates in the Prime Standard for Bonds for the first time.
- (3) The payment obligation ceases upon expiration of the calendar quarter, in which the participation in the Prime Standard for Bonds is discontinued upon expiration of the notice period pursuant to § 3 Paragraph 3 Clause 1 or § 12 Paragraph 1, or upon the termination taking effect pursuant to § 12 Paragraph 2. There shall be no partial refunds of fees.
- (4) Fees due are payable with issuance of the invoice by DBAG.

Appendix 1 Company Key Figures

The following company figures are to be submitted pursuant to § 5 Paragraph 2 Item b):

1. Ratio of net earnings before interest and taxes to interest and similar expenditure (EBIT Interest Coverage)
2. Ratio of net earnings before interest, taxes, depreciation and amortisation of tangible and intangible fixed assets to interest and similar expenditure (EBITDA Interest Coverage)
3. Ratio of total liabilities to net earnings before interest, taxes, depreciation and amortisation of tangible and intangible fixed assets (Total Debt / EBITDA)
4. Ratio of net liabilities to net earnings before interest, taxes, depreciation and amortisation of tangible and intangible fixed assets (Total Net Debt / EBITDA)
5. Ratio of liability capital to modified total assets (Risk Bearing Capital)
6. Ratio of total financial liabilities to total financial liabilities plus equity (Total Debt / Capital)

In addition, the following company key figures are to be submitted:

7. Earnings before interest, tax (EBIT)
8. Earnings before interest, tax, depreciation and amortisation (EBITDA)
9. Total revenues
10. Total interest payments
11. Operating cash flow
12. Operating cash flow of last 5 years
13. Capitalization: short and long term borrowings plus shareholders equity
14. Net debt
15. Free cash flow: operating cash flow minus capex minus dividends
16. Free cash flow to Bondholder

17. Total debt: short and long term interest-bearing liabilities
18. Total debt sorted by maturity, by subordination level, by instrument type
19. Off-balance sheet exposure
20. Retained earnings

In case the Obligated Party is a real estate company, the following is to be submitted in addition:

21. Funds from operations
22. Funds from operations to total debt in percentage
23. Funds from operations to net debt in percentage

For the calculation of company key figures, it is recommended to refer to the definition from the Standards for Bond Communication of the "Deutsche Vereinigung für Finanzanalyse und Asset Management" (DVFA, "Society of Investment Professionals in Germany") (www.dvfa.de).

Appendix 2 Company and Bond Profile

The company and bond profile pursuant to § 5 Paragraph 2 Item d) must include a summary of company information, which is already publicly available, and essential data on Bonds.

The following information represents the minimum amount of information which must be provided summarised in one document and presented in form of tables.

Company information:

- company
- date of formation
- accounting standards
- end of financial year
- names and positions of the members of the Executive Board or the Management Board, respectively
- names of the members of the Supervisory Board (if available)

Description of business (should not exceed 500 characters):

- descriptions of operating business
- list of business areas and products

Essential data on Bonds:

- ISIN
- issuance volume
- placed issuance volume
- currency
- denomination
- term of Bond
- interest rate
- interest payment dates
- paying agent
- subordination
- notice periods (for regular as well as for exceptional termination)

- investor safeguard clause
- Specialist (if known)
- Co-Applicant
- if applicable, Deutsche Börse Listing Partner