

## General Terms and Conditions

Version: January 2022

The Bank is a member of the *Entschädigungseinrichtung deutscher Banken GmbH* [Compensation Scheme of German Banks].

### Basic Rules for the Relationship between Customer and Bank

#### 1 Scope of Application and Amendments of these Terms and Conditions and the Special Terms and Conditions for Individual Business Relations

##### (1) Scope of Application

These General Terms and Conditions apply to the entire business relationship between the Customer and the Bank's domestic branches (hereinafter referred to as Bank). In addition, Special Terms and Conditions, which contain deviations from or supplements to these General Terms and Conditions, apply to individual business relations (for example securities transactions, payment services and savings transactions); they will be agreed with the Customer when the account is opened or an order is given. If Customer also maintains business relations with foreign branches, the Bank's lien (Art. 14 of these Terms and Conditions) also secures the claims of these foreign branches.

##### (2) Amendments to business with the Customer who is not a consumer

Any amendments of these General Terms and Conditions or the Special Terms and Conditions will be offered to Customer who is not a consumer in text form no later than two months before the proposed date of effectiveness. If Customer who is not a consumer has agreed on an electronic communication channel (e.g. online banking) with the Bank in the context of the business relationship, amendments may also be offered through this channel. The Customer who is not a consumer may approve or disapprove the amendments before the proposed date of effectiveness. The approval of the Customer who is not a consumer shall be deemed to be given, unless the Customer who is not a consumer has indicated his/her disapproval before the proposed date of effectiveness of such changes. The Bank shall expressly draw the attention of the Customer who is not a consumer to this consequent approval in its offer.

If the Customer who is not a consumer is offered amendments of conditions relating to payment services (for example transfer conditions), he/she may also terminate the payment service master agreement, free of charge and with immediate effect, before the proposed date of effectiveness of the amendments. The Bank shall expressly draw the attention of the Customer who is not a consumer to this right of termination in its offer.

#### 2 Bank Secrecy and Information from Bank

##### (1) Bank Secrecy

The Bank is obliged to keep confidential any Customer-related facts and valuations of which it may have knowledge (bank secrecy). The Bank may only disclose information concerning the Customer, if it is legally required to do so or if the Customer has consented thereto or if the Bank is authorised to disclose banking information.

##### (2) Disclosure of Banking Information

Banking information comprises statements and comments of a general nature concerning the economic situation of the Customer, his creditworthiness and solvency; no information shall be disclosed as to the amount of balances of accounts, of savings deposits, of securities deposits or of other assets entrusted to the Bank or as to amounts drawn under a credit.

##### (3) Prerequisites for the Disclosure of Banking Information

The Bank shall be entitled to disclose information on legal persons and merchants registered in the Commercial Register, provided the inquiry relates to their business activities. However, the Bank shall not disclose any information if it has received instructions to the contrary from the Customer. Banking information about other persons, in particular private Customers and associations will only be disclosed by the Bank, if such persons have expressly agreed thereto, either generally or for each individual case. Banking information is only given if the requesting party has credibly substantiated its justified interest in the information desired and if there is no reason to assume that the disclosure of such information would be contrary to the Customer's interests worthy of protection.

##### (4) Recipients of Banking Information

The Bank shall disclose information only to its own Customers as well as to other credit institutions for their purposes or for those of their Customers.

#### 3 Liability of the Bank; Contributory Fault of Customer

##### (1) Principles of Liability

In performing its obligations, the Bank shall be liable for any fault on the part of its employees and persons whom it involves for the performance of its obligations. If the Special Terms and Conditions for individual business relations or other agreements contain deviating provisions, such provisions shall prevail. In the event that Customer has contributed to the occurrence of the loss through his/her own fault (e.g. violation of the duty to cooperate as set out in Art. 11 of these Terms and Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the Customer shall have to bear the loss.

##### (2) Forwarded Orders

If the contents of an order is such that the Bank typically entrusts a third party with its further execution, the Bank performs the order by forwarding it to the third party in its own name (forwarded order). This applies, for example, to obtaining information from other credit institutions or to the custody and administration of securities in foreign countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of the third party.

##### (3) Disturbance of Operation

The Bank shall not be liable for any damage caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, disruption of traffic, administrative acts of authorities in domestic or foreign countries).

#### 4 Set-off limitations on the part of the Customer who is not a consumer

The Customer may only set off claims against those of the Bank if the Customer's claims are undisputed or have been confirmed by a final court decision. This restriction does not apply to consumers.

#### 5 Not applicable.

## **6 Governing Law and Place of Jurisdiction for Commercial Customers and Public-Law Entities**

### **(1) Applicability of German Law**

German law shall apply to the business relationship between the Customer and the Bank.

### **(2) Place of Jurisdiction for Domestic Customers**

If the Customer is a merchant and if the business relation in dispute is attributable to the conducting of such merchant's trade, the Bank may sue such Customer before the court having jurisdiction for the bank branch keeping the account or before any other competent court; the same applies to legal entities under public law and special funds under public law. The Bank itself may be sued by these Customers only before the court having jurisdiction for the bank branch keeping the account.

### **(3) Place of Jurisdiction for Foreign Customers**

The agreement on the place of jurisdiction shall also apply to Customers who conduct a comparable trade or business abroad and to foreign institutions which are comparable with domestic legal entities under public law or a domestic special fund under public law.

## **Account Management**

## **7 Balance Statements for Current Accounts (Accounts Maintained on a Current Basis)**

### **(1) Issue of Balance Statements**

Unless otherwise agreed, Bank shall issue a balance statement for a current account at the end of each calendar quarter, thereby clearing the claims accrued by both parties during the period (including interest and charges imposed by the Bank). The Bank may charge interest on the balance arising therefrom in accordance with Art. 12 of these Terms and Conditions or in accordance with any other agreements entered into with the Customer.

### **(2) Period for Objections; Tacit Approval**

Any objections a Customer may have regarding the incorrectness or incompleteness of a balance statement must be raised no later than six weeks after its receipt; if he/she prepares his/her objections in text form, it suffices to dispatch these within the period of six weeks. Failure to make objections in due time shall be considered as approval. The Bank shall expressly draw the Customer's attention to this consequence when it issues the balance statement. Customer may demand a correction of the balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

## **8 Reverse Entries and Correction Entries by the Bank**

### **(1) Prior to the Balance Statement**

Incorrect credit entries on current accounts (e.g. due to wrong account number) may be reversed by the Bank through a debit entry prior to the issue of the next balance statement insofar as the Bank has a repayment claim against the Customer (reverse entry). In this case, the Customer may not object to the debit entry on the grounds that he/she has already disposed of the amount equivalent to the credit entry.

### **(2) After the Balance Statement**

If the Bank ascertains an incorrect credit entry after a balance statement has been issued and if the Bank has a repayment claim against the Customer, it shall debit the account of the Customer with the amount of its claim (correction entry). If the Customer objects to the correction entry, the Bank shall re-credit the account with the amount in dispute and assert its claim for repayment separately.

### **(3) Notification to Customer; Calculation of Interest**

The Bank will immediately notify the Customer of any reverse entries and correction entries made. With respect to the calculation of interest, the Bank shall effect the entries retroactively as of the day on which the incorrect entry was made.

## **9 Collection Orders**

### **(1) Performance of Conditional Credit Entries upon Presentation**

If the Bank credits the counter-value of cheques and direct debits prior to their payment, it will do so under the condition of payment, even if these items are payable at the Bank itself. If the Customer submits other papers and orders the Bank to collect an amount due from a debtor (e.g. interest coupons), and if the Bank effects a credit entry for such amount, this is done under the reserve that the Bank will receive the amount. This reserve shall also apply if the cheques, direct debits and other papers are payable at the Bank itself. If cheques or direct debits are not paid or if the Bank does not receive the amount under the collection order, the Bank shall cancel the conditional credit entry. This will be done regardless of whether a balance statement has been issued in the meantime.

### **(2) Redemption of direct debits and cheques issued by the Customer**

Direct debits as well as cheques are redeemed unless the debit entry is cancelled on the second bank working day<sup>1</sup> after such direct debits - or on the third bank working day<sup>2</sup> after SEPA Business to Business direct debits - are made at the latest. Cash cheques are redeemed when their amount has been paid to the party presenting such cheque. Cheques are also redeemed in the individual case as soon as the bank sends an advice of payment. Cheques submitted via the clearing office of the Bundesbank [German federal bank] are redeemed unless they are returned within the time stipulated by the Bundesbank.

## **10 Foreign Currency Transactions and Risks Resulting from Foreign Currency Accounts**

### **(1) Execution of Orders Relating to Foreign Currency Accounts**

Customer's foreign currency accounts serve to effect the cashless settlement of payments to and disposals by the Customer in foreign currency. Disposals of credit balances in foreign currency accounts (e.g. by means of credit transfers to the debit of the foreign currency credit balance) are settled by involving banks in the domestic country of the currency, unless the Bank executes them entirely within its own organisation.

### **(2) Credit Entries for Foreign Currency Transactions with Customer**

If the Bank concludes a transaction with the Customer (e.g. forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the account of the Customer in such currency, unless otherwise agreed.

### **(3) Temporary Limitation of Performance by the Bank**

The Bank's obligation to execute a disposal order to the debit of a foreign currency credit balance (paragraph 1) or to discharge a foreign currency obligation (paragraph 2) shall be suspended to the extent that and for as long as the Bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or the obligation is denominated, due to political measures or events in the country of such currency. To the extent that and for as long as such measures or events persist, the Bank shall not be obliged either to perform at some other place outside the country of the relevant currency, in some other currency (including euros) or by providing cash. However, the Bank's obligation to execute a disposal order to the debit of a

foreign currency credit balance shall not be suspended if the Bank can execute it entirely within its own institution. Customer's right and that of the Bank to set off mutual claims due in the same currency against each other shall remain unaffected by the above provisions.

#### **(4) Exchange Rate**

The determination of the exchange rate for foreign currency transactions shall be made on the basis of the "List of Prices and Services". Payment services shall additionally be subject to the payment service master agreement.

### **Customer's Duties to Cooperate**

#### **11 Customer's Duties to Cooperate**

##### **(1) Notification of Changes**

For the proper process of business transactions, Customer must notify the Bank without delay of any changes in the Customer's name and address, as well as the termination of, or amendment to, any powers of representation towards the Bank conferred to any person (in particular, a power of attorney). This notification duty shall also exist where the powers of representation are recorded in a public register (e.g. the Commercial Register) and any termination thereof or any amendments thereto will be entered in that register. In addition, statutory notification requirements can result, in particular from the *Geldwäschegesetz* [German Money Laundering Act].

##### **(2) Clarity of Orders**

Orders must disclose their contents without raising doubts. Orders that are not worded clearly may lead to queries, which may result in delays. Customer must mainly ensure that the information he/she provides, when giving orders, is correct and complete, in particular that the domestic account number and bank sort code or IBAN<sup>2</sup> and IBC<sup>3</sup>, as well as the currency, are complete and correct. Amendments, confirmations or repetitions of orders must be identified as such.

##### **(3) Special Reference to Urgency in Connection with the Execution of an Order**

If the Customer feels that an order requires particularly urgent execution, Customer shall notify the Bank of this fact separately. For orders issued on a printed form, this must be done separately from the form.

##### **(4) Examination of and Objections to Notifications from Bank**

The Customer must immediately examine account statements, securities contract notes, statements of securities holdings and earnings, other statements, advices of execution of orders, as well as information on expected payments and consignments (advices), as to their correctness and completeness and must immediately raise any objections relating to such.

##### **(5) Notification of Bank in Case of Non-receipt of Statements**

Customer must notify the Bank immediately if balance statements and statements of securities holdings are not received. The duty to notify the Bank also exists if other notifications the receipt of which is expected by the Customer are not received (e.g. securities contract notes, account statements after execution of Customer orders or regarding payments expected by Customer).

### **Costs of Bank Services**

#### **12 Interest, Charges and Expenses**

##### **(1) Interest and Charges in business with consumers**

The amount of interest and charges for the customary banking services provided by the Bank to consumers, including the amount of payments exceeding the charges agreed for the principal service is set out in the "*Preisauhang – Regelsätze im standardisierten Privatkundengeschäft* (Price Display – Standard Rates for Private Banking)" and, in addition in the "List of Prices and Services". If a consumer makes use of a principal service listed therein, and unless otherwise agreed between Bank and Customer, the interest and charges stated in the "Price Display" or "List of Prices and Services" as amended at such time shall be applicable. Bank and Consumer may expressly agree upon payments of a customer exceeding the agreed charges for the general services even if such agreement is indicated in the "Price Display" or "List of Prices and Services". Unless otherwise agreed, the charges for any services not stated therein which are provided following the instructions of the consumer or which are believed to be made in the interests of the Customer and which can, in the given circumstances, only be expected to be provided against remuneration, shall be governed by the relevant statutory provisions.

##### **(2) Interest and Charges in business with Customers who are not consumers**

The amount of interest and charges for the customary banking services provided by the Bank to Customers who are not consumers is set out in the "Price Display – Standard Rates for Private Banking" and in the "List of Prices and Services", insofar as the Price Display and the List of Prices and Services show customary banking services to Customers who are not consumers (for example, business customers). If a Customer who is not a consumer makes use of a banking service listed therein and no agreement to the contrary has been made, the interest and charges stated in the Price Display or the List of Prices and Services at that time shall apply. In all other respects, the Bank shall determine the amount of interest and charges at its reasonable discretion, provided that no other agreement has been made and this does not conflict with statutory provisions (Art. 315 of the German Civil Code).

##### **(3) Non-chargeable Service**

The Bank shall not charge for any service which it is required to provide by law or pursuant to a contractual accessory obligation or which it performs in its own interest, unless such charge is legally permissible and levied in accordance with the relevant statutory provisions.

##### **(4) Changes in Interest Rates; Right of Termination by the Customer in Case of Increase**

In case of variable interest rate loans, the interest rate shall be adjusted in accordance with the terms of the respective loan agreement with the Customer. The Bank shall notify the Customer of any interest rate adjustments. If the interest rate is increased, Customer may, unless otherwise agreed, terminate the affected loan agreement with immediate effect, within six weeks from notification of the change. If Customer terminates the loan agreement, any such increased interest rate shall not be applied to the terminated loan agreement. The Bank will grant a reasonable period of time for settlement.

##### **(5) Changes in Charges for Services Typically Used on a Permanent Basis in business with the Customer who is not a consumer**

Changes in charges for banking services which are typically used by Customers who are not consumers in the context of the business relationship on a permanent basis (e.g. account / securities account management) shall be offered to Customer who is not a consumer in text form no later than two months before their proposed date of effectiveness. If Customer who is not a consumer has agreed on an electronic communication channel (e.g. online banking) with the Bank in the context of the business relationship, the changes may also be offered via this channel. The Customer who is not a consumer may approve or disapprove the amendments before the proposed date of effectiveness. The changes shall be deemed to have been approved by the Customer who is not a consumer, unless Customer who is not a consumer has indicated disapproval before their proposed

date of effectiveness. The Bank shall expressly draw the attention of the Customer who is not a consumer to this consequent approval in its offer. If Customer who is not a consumer is offered changes, Customer who is not a consumer may also terminate the agreement which is affected by the changes free of charge with immediate effect before the proposed date of effectiveness of the changes. The Bank shall expressly draw the attention of the Customer who is not a consumer to this right of termination in its offer. If the Customer terminates the agreement, the adjusted charge shall not be applied to the terminated business relation.

#### **(6) Expenses**

Any entitlement of the Bank to reimbursement of expenses shall be subject to the applicable statutory provisions.

#### **(7) Special Arrangements for Consumer Loan Agreements and Payment Service Contracts with Consumers for Payments**

The interest and costs (charges, out-of-pocket expenses) for consumer loan agreements and payment services contracts with consumers for payments shall be determined by the relevant contractual arrangements and Special Terms and Conditions, as well as the additional statutory provisions.

### **Security for the Bank's Claims against Customer**

#### **13 Registering or Increasing Security**

##### **(1) Bank's Claim to Request Security**

The Bank may demand that Customer provides the usual forms of security for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. claim for the reimbursement of expenses paid under a guarantee issued on behalf of Customer). If Customer has assumed a liability for another customer's obligations toward the Bank (e.g. as a guarantor), the Bank is, however not entitled to demand that security be provided or increased for the debt resulting from such liability incurred before the maturity of the debt.

##### **(2) Changes in the Risk**

If the Bank, upon arising claims against the Customer, has initially dispensed, in whole or in part, with demanding that security be provided or increased, it may request such a security at a later time. That shall, however, only apply under the condition that circumstances occur or become known which justify a higher risk assessment of the claims against the Customer. This may, in particular, be the case if

- The economic conditions of the Customer have changed or threaten to change in a negative manner; or
- The value of the existing security has deteriorated or threatens to deteriorate.

The Bank has no right to demand security if it has been expressly agreed that the Customer either does not have to provide any security or must only provide that security which has been specified. For consumer loan agreements, the Bank is entitled to demand that security be provided or increased only to the extent that such security is mentioned in the loan agreement. When the net loan amount exceeds EUR 75,000, the claim to request that security be provided or increased shall exist even if a loan agreement concluded before the 21 of March 2016 or a general consumer loan agreement concluded from the 21 of March 2016 subject to Art. 491 para. 2 of the German Civil Code do not contain any indications or non-exhaustive indications as to security.

##### **(3) Setting of a Period for Providing or Increasing Security**

The Bank will allow a reasonable period of time for providing or increasing security. If the Bank intends to make use of its right of termination without notice according to Art. 19 para. 3 of these Terms and Conditions, should the Customer fail to comply with the obligation to provide or increase security within such period, it shall draw the Customer's attention to this consequence before doing so.

#### **14 Agreement on a Lien in Favour of the Bank**

##### **(1) Agreement on the Lien**

The Customer and the Bank agree that the Bank acquires a lien on the securities and chattels which, within the scope of banking business, have come or may come into the possession of a domestic office of the Bank. The Bank also acquires a lien on any claims to which the Customer is entitled or may in future be entitled against the Bank arising from the banking relationship (e.g. account balances).

##### **(2) Secured Claims**

The lien serves to secure all existing, future and contingent claims arising from the banking relationship to which the Bank, including any and all of its domestic and foreign branches, is entitled against the Customer. If the Customer has assumed liability toward the bank for the obligations of another customer of the Bank (e.g. as a guarantor), the lien shall not secure the debt resulting from the assumption of liability before the maturity of such debt.

##### **(3) Exemptions from the Lien**

If funds or other assets come into the power of disposal of the Bank under the reserve that they may only be used for a specified purpose (e.g. deposit of cash for payment of a bill of exchange), the Bank's lien does not extend to these assets. The same applies to profit-participation rights issued by the Bank itself and to shares issued by the Bank itself (treasury shares) and to claims of Customer towards the Bank from subordinate liability, as well as to securities kept by the Bank in foreign countries.

##### **(4) Interest and Dividend Coupons**

If securities are subject to the Bank's lien, Customer shall not be entitled to demand the delivery of the interest and dividend coupons pertaining to such securities.

#### **15 Security Rights in the Case of Collection Documents and Discounted Bills of Exchange**

##### **(1) Transfer of Ownership by Way of Security**

The Bank acquires ownership by way of security of any cheques and bills of exchange deposited for collection at the time when such are deposited. The Bank acquires absolute ownership of discounted bills of exchange at the time of the purpose of the bills of exchange; if it re-debits discounted bills of exchange to the account, it retains the ownership by way of security of such bills of exchange.

##### **(2) Assignment by Way of Security**

The claims underlying the cheques and bills of exchange shall pass to the Bank simultaneously with the acquisition of ownership of the cheques and bills of exchange; the claims also pass to the Bank if other items are deposited for collection (e.g. direct debits, commercial trading papers).

##### **(3) Special-purpose Items for Collection**

If items for collection are deposited with the Bank under the condition that their counter-value may only be used for a specified purpose, the transfer or assignment of ownership by way of security does not extend to these items.

#### **(4) Secured Claims of the Bank**

The ownership transferred or assigned by way of security serves to secure any claims which the Bank might be entitled to against the Customer arising from the Customer's current account when items are deposited for collection or arising as a consequence of the re-debiting of unpaid items for collection or discounted bills of exchange. At Customer's request, the Bank retransfers to the Customer the ownership by way of security, of such items and of the claims that have passed to it if it does not, at the time of such request, have any claims against the Customer that need to be secured or if it does not permit the Customer to dispose of the counter-value of such items prior to their final payment.

#### **16 Limitation of the Claim to Security and Obligation to Release**

##### **(1) Cover Limit**

The Bank may demand that security be provided or increased until the realisable value of all securities corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

##### **(2) Release**

If the realisable value of all securities exceeds the cover limit on a more than temporary basis, the Bank shall, at the Customer's request, release security items of its choice in the amount which exceeds the cover limit; when selecting the security items to be released, the Bank shall take into account the justified concerns of the Customer or of any third party security provider having provided security for the Customer's liabilities. In such context, the Bank is also obliged to execute orders of the Customer relating to the items subject to the lien (e.g. sale of securities, payment of savings deposits).

##### **(3) Special Agreements**

If assessment criteria for a specific security item, other than the realisable value or another cover limit or another limit for the release of security, have been agreed, these other criteria or limits shall apply.

#### **17 Realisation of Security**

##### **(1) Bank's Right to Opt**

If the Bank realises security, it may choose between several security items. When realising security and selecting the items to be realised, the Bank shall take into account the justified concerns of the Customer and any third party security provider who may have provided security for the Customer's liabilities.

##### **(2) Credit Entry for Proceeds under the Value Added Tax Act**

If the transaction of realisation is subject to value added tax, the Bank shall provide the Customer with a credit entry for the proceeds, such entry being deemed to serve as invoice for the supply of the item given as security and meeting the requirements of the value added tax law.

#### **Termination**

#### **18 Customer's Termination Rights**

##### **(1) Right of Termination at any Time**

Unless the Bank and the Customer have agreed on a term or a diverging termination provision, the Customer may, at any time, without notice, terminate the business relationship, as a whole, or particular business relations (e.g. a chequing agreement).

##### **(2) Termination for Good Cause**

If the Bank and the Customer have agreed on a term or a diverging termination provision for a particular business relation, such relation may only be terminated without notice if there is good cause which makes it unreasonable to the Customer to continue it, also after having given consideration to the legitimate concerns of the Bank.

##### **(3) Statutory Termination Rights**

Statutory termination rights shall remain unaffected.

#### **19 Termination Rights of the Bank**

##### **(1) Termination in Compliance with a Notice Period**

Upon observing a reasonable period of notice, the Bank may, at any time, terminate the business relationship, as a whole, or particular business relations for which neither a term nor a diverging termination provision has been agreed (e.g. the chequing agreement authorising the use of cheque forms). In determining the period of notice, the Bank shall take into account the Customer's justified concerns. The minimum notice period for the termination of any payment services master agreement (e.g. current account or card contract) and a securities account shall be at least two months.

##### **(2) Termination of Loans with No Fixed Term**

Bank may terminate, without notice, at any time, loans and loan commitments for which neither a fixed term nor a diverging termination provision has been agreed upon. When exercising this right of termination, the Bank shall give due consideration to the Customer's justified concerns.

Where the German Civil Code contains specific provisions for the termination of a Customer loan agreement, the Bank may only terminate the agreement as provided therein.

##### **(3) Termination for Good Cause without Notice**

Termination of the business relationship, as a whole, or of particular business relations without notice is permitted if there is good cause which makes it unreasonable to the Bank to continue the business relations, also after having given consideration to the Customer's justified concerns. An important reason shall be deemed to exist, in particular

- If the Customer has made incorrect statements as to the Customer's financial situation, provided such statements were of significant importance for the Bank's decision concerning the granting of the credit or other operations involving risks for the Bank (e.g. the delivery of a payment card); this only applies to consumer loans if the client knowingly withheld or falsified any information relevant for the creditworthiness analysis which resulted in an incorrect creditworthiness analysis or
- If a substantial deterioration in the Customer's financial situation or in the value of a security occurs or threatens to occur, which jeopardises the repayment of a loan or the discharge of any other obligation towards the Bank, even if the security provided therefor has been realised; or
- If the Customer fails to comply, within the required period of time allowed by the Bank, with the obligation to provide or increase security according to Art. 13 para. 2 of these Terms and Conditions or to the provisions of some other agreement.

If the good cause exists due to the breach of a contractual obligation, termination shall only be permitted after the unsuccessful expiry of a reasonable period of time specified for corrective action or after a warning to the Customer has proven unsuccessful, unless this proviso can be dispensed with owing to the special features of a particular case (Art. 323 para. 2 and 3 of the German Civil Code).

**(4) Termination of Consumer Loan Agreements in the Event of Defaults**

Where the German Civil Code contains specific provisions for the termination of a consumer loan agreement subsequent to a repayment default, the Bank may only terminate the agreement as provided therein.

**(5) Termination of basic payment account contracts**

The bank may terminate a basic payment account agreement subject to the relevant contractual agreements and additionally subject to the legal requirements.

**(6) Execution after a Termination**

In the event of a termination without notice, the Bank shall grant the Customer a reasonable period of time for execution (in particular for the repayment of a loan), unless it is necessary to do this immediately (e.g. the return of cheque forms after the termination of a chequing agreement).

**Protection of deposits****20 Legal deposit guarantee**

The bank is associated with *Entschädigungseinrichtung deutscher Banken GmbH (EdB)*, Burgstr. 28, 10178 Berlin, in accordance with the provisions of the German Deposit Guarantee Act. Apart from all types of deposits (basically sight deposits, time deposits and savings deposits), deposit insurance also includes registered certificates of deposit. In contrast, payables for which a bank has issued bearer papers (such as bearer debt securities or bearer deposit certificates) are not insured. The legal guarantee limit for deposits is EUR 100,000 per customer. The deposits of each of the bank's customers are protected up to this amount. Further information on deposit protection can be found on the Internet site of EdB at "[www.edb-banken.de](http://www.edb-banken.de)".

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1 Bank working days means all working days, apart from Saturdays and 24<sup>th</sup> and 31<sup>st</sup> December.

2 Bank working days means all working days, apart from Saturdays and 24<sup>th</sup> and 31<sup>st</sup> December.

3 International Bank Account Number

4 Bank Identifier Code.