

# General Contractual Provisions regarding the Cooperation in the Area of Cash Management & International Business

(as amended on 26 October 2012)

## Financial usage limits

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The customer shall only be entitled to commission payment transactions within the framework of the credit balance in the account or credit that has previously been granted for the account. If the customer fails to comply with this usage limit in his/her orders, the bank shall also be entitled to demand reimbursement for the expenditure which arises from the execution of the order. If the booking of the amount of a payment transaction and/or the charges cause the credit amount granted for the account to be exceeded, or if the booking leads to a debit balance and no credit has been granted, the execution of the payment transactions shall not lead to any credit being granted or to any increase in any previously granted credit. Instead, it shall constitute an unarranged overdraft for which the bank shall be entitled to demand the higher interest rate for unarranged overdrafts.

## Contractually typical involvement of third parties

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Third parties are necessarily involved in payment transactions, e.g. other banks to execute orders and processing of letters of credit or SWIFT to transmit messages in exchange with other banks. The rights and duties associated with the involvement of these persons are based on the respective contractual agreements with the customer, e.g. arising from No. 3 sub-section 2 of the General Business Conditions.

## Outsourcing

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Moreover, the bank shall also be entitled to involve external service providers in other cases, e.g. for the technical implementation in the bank itself. The bank shall carefully select and supervise any such company. It shall be liable for the work of the company under Section 278 of the German

Civil Code. The company shall be bound by the instructions which apply in the bank for the handling of the dealings and shall be subject to instructions given by the bank and also to supervision by the bank (internal auditing). The bank shall comply with the regulatory provisions for the involvement of external service providers. The bank shall place the company which it commissions, and the employees of such company, under an obligation to maintain the confidentiality of customer data. Customer data shall be subject to banking secrecy. Moreover, both the bank and the company commissioned by the bank and its employees shall be obliged to comply with the requirements of data protection law.

If the bank commissions such a company, it shall notify the customer of this fact at least six weeks beforehand. The approval of the customer shall be deemed to be granted if the customer does not give notice of any objection within six weeks after receiving the bank's notification.

## Significant changes in the technical/organisational handling

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With regard to the proper handling of the cooperation, the bank reserves the right to make changes in technical and/or organisational matters which result from general and commercially normal changes in technical standards, banking regulations, legal provisions or the regulations of supervisory authorities. The bank shall notify the customer of any additional significant technical or organisational change which has any major effect on the rights and duties of the customer or the bank at least six weeks before the proposed time when it is planned to become effective. The approval of the customer shall be deemed to be granted if the customer does not give notice of any objection within six weeks after receiving the bank's notification.

## Time indications

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All time indications in this Agreement and the annexes hereto concerning the provision or transmission of data are based upon Central European Time (CET), unless explicitly agreed otherwise.

## Liability and refund provisions

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Unless special liability and reimbursement regulations are agreed with the customer for a specific product, e.g. in the Conditions for Remote Data Transmission or the Conditions for Processing Banking Transactions via the Corporate Banking Portal, the following provisions shall apply:

In the event of an unauthorised order, the bank shall have no claim against the customer for a reimbursement of its expenses. It shall be obliged to refund the payment amount to the customer without delay.

In the event of an authorised order which has not been carried out or has been incorrectly carried out or an unauthorised order, the customer shall only be entitled to claims for compensation subject to the following provisions:

- The bank shall be liable for its own faults. If the customer has contributed to the occurrence of a loss through any fault of its own, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss.
- The bank shall not be liable for any faults of intermediaries which the bank has included in the handling of the order. In these cases, the liability of the bank shall be limited to its care in selecting and instructing the first intermediary (sub-contracted order).
- The amount of any compensation entitlement of the customer shall be limited to a maximum amount of one million Euros per order.

Insofar as it relates to the enforcement of consequential damage or loss, the entitlement shall be limited to a maximum of 12,500 Euros per order. This limitation of the amount of any liability shall not apply to wilful misconduct or gross negligence by the bank.

## Duration, termination

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This Agreement is concluded for an indefinite period of time. Either contracting party may terminate the Agreement at any time with six weeks notice at the end of every month. This notice period shall also apply to termination of individual services within the scope of the Product Agreement (Part 1), unless otherwise agreed therein.

The right to terminate for good cause without notice shall not be affected hereby.

## Annexes

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Enclosures and technical annexes shall be integral parts of the Agreement.

## Severability clause

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If this Agreement contains a gap or if a provision is ineffective or unenforceable, all other provisions hereof will remain in effect. In this event, the contracting parties undertake to agree on an effective or enforceable provision which comes as close as possible to the meaning and purpose of the provision to be supplemented or replaced.