

General Terms and Conditions of DekaBank Deutsche Girozentrale, Luxembourg Branch

As at Juli 2021

Scope of application of this business relationship and the special terms and conditions for particular business relations

The General Terms and Conditions govern the entire business relationship between the customer and DekaBank Deutsche Girozentrale, Luxembourg Branch (hereinafter "DekaBank Lux Branch"). In addition, particular business relations are governed by special terms and conditions, which contain deviations from, or complements to, these General Terms and Conditions. They are agreed upon with the customer when the account or securities account is opened or an order is given.

The General Terms and Conditions are divided into

- A GENERAL PROVISIONS
- B KEEPING OF ACCOUNTS
- C DUTIES OF THE CUSTOMER TO COOPERATE
- D COST OF BANK SERVICES
- E SECURITY FOR DEKABANK LUX BRANCH CLAIMS AGAINST THE CUSTOMER
- F TERMINATION

A GENERAL PROVISIONS

1. Conclusion of an Agreement

DekaBank Lux Branch may open an account/deposit pursuant to an account opening application; the contract is formed by opening the account, which is considered as an acceptance of the application on the part of DekaBank Lux Branch. The customer also receives a written confirmation.

2. Deletions, Changes and Amendments

DekaBank Lux Branch cannot open an account if the customer has made deletions, changes or amendments to the General Terms and Conditions.

3. Customer Personal Data, Data Protection Notice, Third Party Personal Data

3.1. Customer Personal Data

DekaBank Lux Branch processes and uses personal information it receives from its customers under its business relationships to provide service(s) (e.g. account and security account maintenance, securities services or other financial services, etc.) and fulfil its contractual and statutory obligations (e.g. statutory reporting requirements, duties to provide information to domestic and foreign financial supervisory authorities, other supervisory authorities

and authorised parties, etc.). Customer personal data may include personal information (name, address, telephone number, date and place of birth, citizenship, etc.), identification data (e.g. personal ID data, tax identification number, etc.) and authentication data (e.g. specimen signature, etc.) for the customer. It may also include order data (e.g. payment orders, securities orders), data from the fulfilment of contractual obligations (e.g. payment transaction data), credit lines, product data (e.g. deposit, loan and securities account business, asset management, investment strategies), information on the financial situation of the customer (creditworthiness data, scoring/rating data, origin of assets, etc.), advertising and sales data (including advertising scores), documentation data and general register data.

Customer refusal to provide DekaBank Lux Branch with necessary personal data (or other necessary information), or any customer refusal to allow DekaBank Lux Branch to use this data, shall constitute an obstacle to opening or continuing the business relationship that could lead to termination of the business relationship by DekaBank Lux Branch in accordance with section 27.1 of these Terms and Conditions.

3.2. Data Protection Notice

DekaBank Lux Branch shall provide the customer further information on data protection and the processing of personal data (e.g. on the responsible party, contact data, purpose of the data processing, recipient of the data, length of storage, legal bases for the data processing, etc.) and on customer rights and claims (e.g. rights to information, corrections and objections, etc.) in its data protection notices. The data protection notice shall be provided to the customer in text form at the beginning of the business relationship (e.g. when an account or securities account is opened, etc.) and the current version shall also be available for viewing on the DekaBank Lux Branch website at any time (www.deka.de/luxembourg).

3.3. Third Party Personal Data

If the customer provides personal data for other (natural) persons (third parties) to DekaBank Lux Branch under the business relationship, the customer hereby declares with respect to the provision and use of this data that:

- (a) the third parties concerned have received the required information concerning DekaBank Lux Branch processing and use of the personal data, and that the personal data were provided to DekaBank Lux Branch in accordance with applicable (data protection) law;
- (b) DekaBank Lux Branch processing of this third party personal data therefore does not violate applicable law (including data protection laws);

(c) the customer indemnifies DekaBank Lux Branch for all direct and indirect losses that DekaBank Lux Branch could incur due to non-compliance with the duties to provide information indicated in (a).

4. Power of Attorney

The signatures of all securities account/account holders are required to grant a power of attorney. DekaBank Lux Branch's power of attorney forms shall be used if possible. The power of attorney confers the right to all business transactions – including for personal benefit – with the exception of granting, amending, or cancelling the powers of attorney and changing the name of the securities account/account. It is subject to Luxembourg law and is expressly valid during the lifetime and after the death of the customer. In derogation, a power of attorney for lifetime only may be granted as well. A power of attorney valid exclusively after death cannot be granted. If the grantor of the power of attorney dies, Article 1939 of the Luxembourg Code Civil applies. It stipulates that in the case of the death of the holder(s) of the securities account/account, the holder(s) of the power of attorney make(s) a written disclosure to DekaBank Lux Branch regarding the identity of the legal heirs and confirm(s) that he/she has informed it of the existence of the power of attorney.

DekaBank Lux Branch is not liable for any actions performed vis-à-vis the holder of the power of attorney which assume the continuance of a power of attorney that has, in fact, expired, as long as DekaBank Lux Branch has no knowledge of the expiration of the power of attorney, unless it should have known, but did not know due to gross negligence.

Several holders of the power of attorney can dispose of it individually unless another directive has been expressly granted.

5. Text form

All declarations of intent (including orders and instructions) vis-à-vis DekaBank Lux Branch, except for notification of important information in accordance with section 20.1 and declarations of intent that are requests for information must be provided in text form. DekaBank Lux Branch's forms shall be used if possible.

In the interests of the customer, DekaBank Lux Branch reserves the right to perform its own examination of orders and instructions.

In the case of orders or instructions submitted by telephone or other technical means, the customer must ensure that no transmission errors, misunderstandings, misuse or errors occur.

DekaBank Lux Branch accepts orders during its business hours. Information on these is available from DekaBank Lux Branch.

6. Signatures and Proofs/Certificates of Legitimacy

DekaBank Lux Branch can verify certificates submitted as to their authenticity, validity and their eligibility as proof of identity or authorisation of a person, whereby DekaBank Lux Branch is only liable in the event of gross negligence. Upon request, foreign language documents must only be provided to DekaBank Lux Branch together with a German translation by a suitable translator. DekaBank Lux Branch is not liable for consequences of forgery, incorrect translations and inadequate verification of legitimacy of submitted certificates, except in the case of gross negligence or wilful intent on the part of DekaBank Lux Branch. Similarly, DekaBank Lux Branch is not liable if there is no knowledge of the lack of the validity of submitted certificates; DekaBank Lux Branch is not obliged to verify the certificates as to their continued validity. Submitted certificates are sent without insurance unless the customer or submitting person or recipient has instructed otherwise. All mailings are at the risk of the customer, submitting person or recipient.

The stipulation regarding signatures, which is announced to DekaBank Lux Branch in writing, is valid exclusively until revoked, notwithstanding differing entries in the commercial register and publications.

Under the conditions above, DekaBank Lux Branch can consider the persons indicated as authorised in the documents to be authorised, in particular can allow them to dispose of assets and can render performance to them with discharging effect.

Copies which are produced by DekaBank Lux Branch from the original documents shall have the same validity as documentary evidence as the personally signed documents of which they are assumed to be true copies until proven otherwise, unless the customer can provide evidence to the contrary through documents or written files or in some other way. As part of a group DekaBank Lux Branch is also obliged to adhere to German law on money laundering. DekaBank Lux Branch is therefore obliged to identify the customer, its authorised representative, as well as the beneficial owner at the initiation of the business relationship and possibly thereafter.

7. Sending Mail

Unless otherwise agreed, DekaBank Lux Branch will send all documents by regular mail. In the case of joint securities accounts/accounts, the mail will be sent to the address of the holder of the securities account/account who is named first in the application, unless another address has been given. DekaBank Lux Branch has the right to send it to other account holders of the joint securities account/account. Every securities account holder must allow service to be attributed to all other securities account holders.

8. Bank Secrecy and Bank Information

8.1. Bank Secrecy

(a) General Principle

Within the framework of the legal provisions of the Grand Duchy of Luxembourg DekaBank Lux Branch is bound to confidentiality with respect to all customer-related facts and assessments it receives knowledge of (bank secrecy).

(b) Customer authorisation to transfer customer data

The customer acknowledges that certain laws or provisions, market participants (e.g. international payment systems, stock exchanges, central securities depositories, transaction registers, (sub)custodians, brokers, issuers, clearinghouses and similar market participants (hereinafter "market participants")) and domestic and foreign (securities) supervisory authorities (hereinafter "authorities") can require identification of the persons who submitted an order to DekaBank Lux Branch and/or the beneficiary, and hereby provides its consent for this. DekaBank Lux Branch therefore informs the customer that the transfer, safekeeping or processing of funds or financial instruments on behalf of the customer may also require the DekaBank Lux Branch to disclose customer personal data and the customer's corresponding holdings in the transfer, safekeeping or processing documents provided to market participants and/or authorities.

The customer declares that it is in agreement with DekaBank Lux Branch transferring its data and securities account/account information to other companies in its group (hereinafter collectively referred to as the "Deka Group"), including after the customer's death. The customer also explicitly consents to DekaBank Lux Branch, as a foreign branch of DekaBank Deutsche Girozentrale Frankfurt, providing the data required to prepare an inheritance tax report in accordance with § 33 of the German Inheritance and Gift Tax Act (Erbchaftsteuer- und Schenkungsteuergesetz) to the competent German tax office.

In addition, legal systems and requirements applicable to (transactions with) financial instrument(s) and similar rights may require DekaBank Lux Branch to disclose the identity and involvement of direct or indirect owners and/or beneficial owners of financial instruments (including any data related to the economic basis for a transaction or for holding financial instruments). Non-compliance with a required disclosure can lead to blocking of the financial instruments (i.e. voting rights cannot be exercised, dividends cannot be received, other rights cannot be exercised and the financial instruments cannot be sold or disposed of in any other way).

By acknowledging the General Terms and Conditions, the customer acknowledges that its customer data might be transferred, stored or processed to execute its orders and therefore explicitly

instructs DekaBank Lux Branch to disclose the identity of the customer and/or beneficial owner and the financial instruments and similar rights held by the customer and/or beneficial owner (including any data related to the economic basis for a transaction or for holding financial instruments) for the purposes described above in this section (b) if disclosure is required by market participants and/or authorities or by law. The customer is aware and explicitly agrees that the protection offered by Luxembourg banking secrecy therefore no longer applies.

(c) Payment Orders

Data and information (such as customer identity/company name, address, citizenship/registered office, date and place of birth/date of formation, account number or IBAN, BIC (*Bank Identifier Code*) and tax identification number (TIN) of the customer and the economic basis for the transaction) contained in customer payment orders (e.g. money transfers) may be processed by DekaBank Lux Branch and other specialised companies, such as SWIFT (*Society for Worldwide Interbank Financial Telecommunication*). This data processing may be performed in computing centres located in other Member States of the European Union, the United States or in other countries around the world in accordance with local law. Consequently, the associated foreign authorities may demand access to the personal data maintained in these computing centres for the purpose of combating terrorism and money laundering. Any customer that instructs DekaBank Lux Branch to execute a payment order or perform another process provides its implicit consent for all data required for proper conclusion of the transaction to be processed outside of Luxembourg.

(d) Liability of DekaBank Lux Branch

Notwithstanding statutory provisions to the contrary, DekaBank Lux Branch assumes no liability for any damages suffered by the customer and/or beneficial owner due to disclosure of its data and holdings, unless there was wilful intent or gross negligence on the part of DekaBank Lux Branch. The customer is also aware that this data may be disclosed in legal systems that provide a lower level of data protection than Luxembourg. Furthermore, a third party might forward the data to its branch offices or group companies, or to other market participants or authorities within and/or outside its legal system, or disclose the data otherwise.

(e) Optimisation of Collaboration between DekaBank Lux Branch and Other Group Companies

In order to improve the efficiency and quality of operational tasks related to the services offered to the customer (e.g. the performance of risk assessments that are required by anti-money laundering provisions and provisions for determining customer identity (know your customer – KYC), the performance of risk management controls, monitoring of the global financial situation of the customer and transfer of data for processing customer payment orders), and offer the customer the benefits of the full value

added by the Deka Group, DekaBank Lux Branch takes part in the enhanced collaboration existing between the different companies of the Deka Group, in particular with Deka Vermögensmanagement GmbH.

The customer acknowledges that all documents and other data provided by the customer or by another person on behalf of the customer during the course of the customer relationship with DekaBank Lux Branch, whether provided in person, by post, email, fax, telephone or in any other manner, can be disclosed within the Deka Group by DekaBank Lux Branch, in particular to Deka Vermögensmanagement GmbH, and thereby provides its consent for this. The customer also consents to employees of Deka Group companies being called on to assist DekaBank Lux Branch in fulfilling its obligations under its contractual relationships and other agreements.

The Deka Group has taken appropriate technical and organisational measures to ensure confidentiality of the data provided and to protect the data against unauthorised processing. Data transferred in accordance with the purposes mentioned above, or made accessible to employees of Deka Group companies, can only be accessed by a limited number of individuals in the Deka Group who have a need to know.

On this basis, the customer hereby explicitly authorises DekaBank Lux Branch to transfer the data within the Deka Group for the purposes described above in accordance with the terms and conditions in this section and to grant employees of Deka Group companies access to the data to assist DekaBank Lux Branch in fulfilling its obligations under its contractual relationships and other agreements, and explicitly acknowledges that the data is being disclosed with its knowledge and in its best interests. The customer is aware that the protection provided by Luxembourg banking secrecy is of a territorial nature and therefore no longer applies once the data is transferred outside of Luxembourg.

(f) Outsourcing of Business Activities and the Provision of Customer Data

The customer acknowledges that DekaBank Lux Branch is authorised to directly or indirectly outsource certain business activities and work processes in full or in part to other Deka Group companies or other domestic or foreign service providers (outsourcing). The outsourced processes can, for example, be services in the IT area (e.g. central IT operations, central data storage, shared network management, IT support, etc.) or other work processes of DekaBank Lux Branch used to provide services and fulfil statutory reporting requirements (e.g. fulfilment of statutory duties to provide information and clarification to customers, activities in connection with the intermediation of asset management products and support for these customers, in particular fulfilment of DekaBank Lux Branch statutory duties to provide information and clarification, performance of checks required by law, such as target

market checks, suitability checks, complaint processing in accordance with requirements of EU Directive 2014/65 on markets in financial instruments (MiFID II Directive) and regulatory reporting of transactions in financial instruments or other transactions to domestic or foreign supervisory authorities in accordance with the requirements of EU Regulation 600/2014 2014/65 on markets in financial instruments (MiFIR Regulation) and other comparable EU regulations that currently apply or will apply in the future to DekaBank Lux Branch). If customer data (incl. for example name, address, securities account numbers, account numbers, holdings, order data, product data, etc.) is also transferred to or made available for access or viewing by other Deka Group companies or external service providers (in particular Finanz Informatik GmbH & Co. KG, Finanz Informatik Technologie Service GmbH & Co. KG, Finanz Informatik Solutions Plus GmbH, Computacenter AG & Co oHG, the savings bank/bank acting as intermediary/providing service, or comparable service providers in Germany or in or outside the European Union) as part of the outsourcing performed to provide such support services, DekaBank Lux Branch shall ensure that the other Deka Group companies or these service providers are contractually bound to comply with applicable requirements with respect to data protection and/or banking secrecy. On this basis, the customer hereby explicitly declares that it is in agreement with business activities of DekaBank Lux Branch being outsourced to other Deka Group companies or the service providers indicated above (and possibly other service providers in and outside the European Union) and thereby explicitly accepts that the protection of customer data provided by Luxembourg banking secrecy therefore no longer applies.

8.2. Bank Information

a) General Information

Any bank information comprises statements and comments of a general nature concerning the economic status, the creditworthiness and solvency of the customer; no information will be disclosed as to amounts of balances of securities accounts/accounts, or of other assets entrusted to DekaBank Lux Branch or as to amounts drawn under a credit facility.

Foreign securities that are acquired or sold abroad or that a customer has DekaBank Lux Branch hold in domestic or foreign safe-keeping are normally subject to a foreign legal system. The rights and obligations of DekaBank Lux Branch or the customer are therefore also determined by this legal system, which may require disclosure of the customer's name. DekaBank Lux Branch shall provide such information to foreign bodies to the extent that it is required to do so; it shall notify the customer of this.

b) Preconditions for Providing Information

DekaBank Lux Branch only provides bank information if the customer has agreed to this in general or expressly in individual

cases. Bank information is only provided when the inquiring party has sufficiently established legitimate interest in the requested information and there are no reasons to assume that it is in the customer's interest not to provide the information.

c) Recipients of Bank Information

DekaBank Lux Branch provides bank information only to its own customers as well as to other credit institutions for their or their customers' requirements.

9. Liability of DekaBank Lux Branch; Contributory Negligence of the Customer

9.1. Principles of Liability

In performing its obligations, DekaBank Lux Branch shall be liable for any negligence on the part of its staff and of those persons whom it may call in for the performance of its obligations. If the special terms and conditions for particular business relations or other agreements contain provisions inconsistent herewith, such provisions shall prevail. In the event that the customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in section 20 of these General Terms and Conditions), the principles of contributory negligence shall determine the extent to which DekaBank Lux Branch and the customer shall have to bear the loss.

In case of communication failures, faulty transmissions, delays or other damages resulting from information that is incorrect, incomplete or not provided in conformity with the contract by the customer, DekaBank Lux Branch is only liable in the event of gross negligence. DekaBank Lux Branch is not responsible for the duration of the transfer procedure. If damage arises from the culpable non-execution or tardy execution of orders, the liability of DekaBank Lux Branch for negligence is only for the loss of interest, unless it has been advised as to the impending danger of damages beyond this.

9.2. Orders Passed on to Third Parties

If the contents of an order are such that DekaBank Lux Branch typically entrusts a third party with its further execution, DekaBank Lux Branch performs the order by passing it on to the third party in its own name (hereinafter "order passed on to a third party"). This applies, for example, to obtaining information on banking affairs from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of DekaBank Lux Branch shall be limited to the careful selection and instruction of the third party.

9.3. Interruption of Operation

DekaBank Lux Branch shall not be liable for any losses caused by force majeure, riot, war and natural events or other occurrences beyond its control (e.g. strike, lock-out, traffic hold-ups, or administrative acts of domestic or foreign high authorities).

The same applies to damages incurred by punishable acts against DekaBank Lux Branch, as well as the disruption of telecommunication systems or similar occurrences.

9.4. Damages caused by Third Party Errors

DekaBank Lux Branch is not liable for damages and/or discrepancies that may occur because of the erroneous communication of securities quotations by third parties.

9.5. Correction

In the event of a damage or a discrepancy incurred by a customer due to an error, DekaBank Lux Branch will - after correcting the error - rectify the fault at the earliest date possible, without, however, reversing the transactions settled in the meantime.

9.6. Customer Support

DekaBank Lux Branch is available as a point of contact for customer support.

The advice is provided for information purposes only. The customer is obliged to verify this information personally.

10. Supervisory Authorities

Competent supervisory authorities are:

Commission de Surveillance du Secteur Financier (CSSF),
283, route d'Arlon,
L-1150 Luxembourg
(Internet: www.cssf.lu)

European Central Bank (ECB)
Sonnemannstraße 20
60314 Frankfurt am Main
(Internet: www.bankingsupervision.europa.eu)

11. Out-of-Court Dispute Settlement Procedure

The customer can submit complaints directly to DekaBank Lux Branch.

If the customer has not received a satisfactory answer or confirmation of receipt one month after sending a complaint to DekaBank Lux Branch, the customer can then submit a request to the Luxembourg supervisory authority CSSF for an out-of-court settlement of the customer's complaint. CSSF acts as an arbitrator with the goal of achieving out-of-court settlements for disputes between complainants and companies. The request can

- be sent to the following email address: reclamation@cssf.lu or
- to the following postal address:
Commission de Surveillance du Secteur Financier
Département Juridique - Service JUR - CC
283 route d'Arlon
L-1150 Luxembourg or
- by fax: 00352/26251-2601.

Detailed information on this procedure is available on the website www.cssf.lu.

DekaBank Lux Branch also takes part in dispute settlement procedures before the arbitration board of the German Savings Banks Association (Deutscher Sparkassen- und Giroverband – DSGV). In the case of differences of opinion in connection with the business relationship with DekaBank Lux Branch, our customers or potential customers can turn to the Deutscher Sparkassen- und Giroverband (German Savings Banks Association), Schlichtungsstelle (Arbitration Board), Charlottenstraße 47, 10117 Berlin (Internet: www.dsgv.de/schlichtungsstelle).

The European Commission has set up a European online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>. Consumers can use the online dispute resolution platform for out-of-court settlement of disputes arising from purchase or service agreements concluded online. DekaBank Lux Branch's email address is: info@deka.lu.

12. Deposit Protection and Investor Compensation

DekaBank Deutsche Girozentrale Frankfurt (including DekaBank Lux Branch) belongs to the deposit protection system of the German Savings Bank Finance Group (Sparkassen-Finanzgruppe).

12.1. Voluntary Institution Protection

The main objective of the deposit protection system is to protect the member institutions and defend them against imminent or existing economic difficulties. This allows business relationships with customers to continue in accordance with contractual agreements.

12.2. Statutory Deposit Protection

The institution-based deposit guarantee system of the Sparkassen-Finanzgruppe is officially recognised as a deposit guarantee system under the German Deposit Guarantee Act (Einlagensicherungsgesetz – EinSiG). If, contrary to section 12.1, institution protection is ineffective in exceptional cases, the customer shall have a claim against the deposit protection system for reimbursement of the customer's deposits within the meaning of § 2 paragraphs 3 to 5 EinSiG up to the maximum limits of § 8 EinSiG. In-ter alia, deposits created in connection with money-laundering transactions, DekaBank Deutsche Girozentrale Frankfurt bearer bonds and obligations under own acceptances and promissory notes shall not be eligible for compensation under § 6 EinSiG.

Further information is available at www.dsgv.de/sicherungs-system.

12.3. Investor Compensation

If, contrary to section 12.1, institution protection is ineffective in exceptional cases, the guarantee system guarantees the claims of the customer in accordance with the German Investor Compensation Act (Anlegerentschädigungsgesetz – AnlEntG).

13. Account Uniformity; Setoff Authority

13.1. Account Uniformity

All accounts of a customer (including those in various currencies or with differing General Terms and Conditions) legally and factually only form parts of a uniform checking account, whose balance is only determined when all account balances have been recalculated in the currency agreed upon with the customer at the current exchange rate. The terms of the respective individual accounts are applicable to interest rates, compensations and expenses.

13.2. Setoff Authority of DekaBank Lux Branch

If DekaBank Lux Branch gives notice for serious cause (section 27.2), notwithstanding the regulations of section 13.1 of these General Terms and Conditions, it is entitled to set off its own receivables without prior notice or request payment against receivables (e.g. credit balance) of the customer.

13.3. Interrelationship of Business Events

DekaBank Lux Branch and the customer agree that all obligations of DekaBank Lux Branch vis-à-vis the customer as well as the customer vis-à-vis DekaBank Lux Branch form a coherent legal relationship within the framework of the banking business relationship (interrelationship). DekaBank Lux Branch and the customer are therefore entitled to refuse to fulfil their obligations until the other party fulfils its obligations.

14. Right of Disposal upon Death of Customer

Following the death of the customer, the party claiming to be the legal successor of the customer must provide DekaBank Lux Branch with proof of legal rights of inheritance. If DekaBank Lux Branch is provided a copy or certified copy of all testamentary dispositions (testament, contract of inheritance) and a transcript of the corresponding probate proceedings, DekaBank Lux Branch may consider the party unambiguously indicated therein as heir or executor to be a beneficiary, may allow said party to dispose of assets and, in particular, may render performance to said party with discharging effect. This does not apply if DekaBank Lux Branch is aware that the documents are incorrect or invalid or is unaware of this due to negligence.

15. Applicable Law, Jurisdiction/Place of Performance

The business relationship between the customer and DekaBank Lux Branch is governed by Luxembourg law, unless otherwise provided by law or otherwise agreed.

Luxembourg shall be the place of performance for DekaBank Lux Branch.

B KEEPING OF ACCOUNTS

16. Periodic Balance Statements for Current Accounts

16.1. Issue of Periodic Balance Statements

Unless otherwise agreed, DekaBank Lux Branch prepares statements at the end of the calendar year for current accounts including current accounts under section 13.1 of these General Terms and Conditions; thereby clearing the claims accrued by both parties since the last account balancing (including interest and charges imposed by DekaBank Lux Branch). According to section 21 of these General Terms and Conditions or any other agreement with the customer, DekaBank Lux Branch may charge interest on the balance arising therefrom.

16.2. Time Limit for Objections; Tacit Approval

Any objections the customer may have concerning the incorrectness or incompleteness of a periodic balance statement must be raised not later than one month following its receipt; if the objections are made in text form, it is sufficient to dispatch them within the one-month period. Failure to make objections in due time will be considered approval. When issuing the periodic balance statement, DekaBank Lux Branch will expressly draw the customer's attention to this consequence. The customer may demand a correction of the periodic balance statement even after expiry of this period, but must then prove that the account was either wrongly debited or mistakenly not credited.

17. Reverse Entries and Correction Entries made by DekaBank Lux Branch

17.1. Prior to issuing a Periodic Balance Statement

Incorrect credit entries on accounts (e.g. due to a wrong account number) may be reversed by DekaBank Lux Branch through a debit entry prior to the issue of the next periodic balance statement to the extent that it has a repayment claim against the customer; in this case, the customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry had already been made (reverse entry).

17.2. After issuing a Periodic Balance Statement

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

17.3. Customer Information

DekaBank Lux Branch will inform the customer immediately of any accounting reversals or adjustments.

18. Foreign Currency Transactions

DekaBank Lux Branch is authorised to perform the currency transactions necessary to execute an order at its own discretion, either as commission agent in its own name without need of express notification or as authorised dealer.

19. Risks with respect to Foreign Currency Accounts and Foreign Currency Transactions

19.1. Execution of Orders relating to Foreign Currency Accounts

Foreign currency accounts of the customer allow the cashless settling of payments to the customer and disposals by the customer in foreign currency. Disposals of credit balances of foreign currency accounts (e.g. via money transfer orders debiting the foreign currency credit balance) are settled through banks in the home country of the currency, if DekaBank Lux Branch does not execute them entirely in-house.

19.2. Credit Entries for Foreign Currency Transactions with the Customer

If DekaBank Lux Branch concludes a transaction with the customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, the Bank fulfils its obligation by crediting the account of the customer in the respective currency, unless otherwise agreed.

19.3. Temporary Limitation of Performance by DekaBank Lux Branch

DekaBank Lux Branch's duty to execute a disposal order to the debit of a foreign currency credit balance (section 19.1) or to discharge a foreign currency obligation (section 19.2) shall be suspended to the extent that and for as long as DekaBank Lux Branch 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 the respective currency. To the extent that and for as long as such measures or events persist, DekaBank Lux Branch is also not obliged either to perform at some other place outside the country of the respective currency, in some other currency (also not euros or in the base currency agreed upon with the customer) or by providing cash. However, DekaBank Lux Branch's duty to execute a disposal order to the debit of a foreign currency credit balance shall not be suspended if DekaBank Lux Branch can execute it entirely within its own organisation. The right of the customer and of DekaBank Lux Branch to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

C DUTIES OF THE CUSTOMER TO COOPERATE

20. Duties of the Customer to Cooperate

The customer in turn has special duties of cooperation and other duties of due care, in particular the following duties:

20.1. Notification of Important Information and Changes

DekaBank Lux Branch must be notified immediately in writing of all changes in circumstances material to the business relationship, in particular changes in the name, address or disposing capacity of the customer, beneficial owner(s) or individuals authorised to sign for it (e.g. subsequent legal incapacity of a representative or holder of power of attorney) and changes in the powers of representation or powers of disposal of which DekaBank Lux Branch has been informed (e.g. powers of attorney, authorised signatories (Prokura)). This duty to notify also exists if the information is registered and published in public registers. The names of the individuals authorised to represent or dispose for the customer must be provided to DekaBank Lux Branch on DekaBank Lux Branch's forms with personally executed signature specimens.

20.2. Clarity of Orders

The contents of all orders must be absolutely clear. Orders not formulated unambiguously may result in queries, which can cause delays. In particular, when placing orders to credit an account (e.g. money transfer orders), customers must ensure that the name of the recipient of the payment, the stated account number (IBAN) and the stated bank sort code (BIC) are correct and complete. Changes, confirmations or repeat orders must be marked as such.

If several customers are joint securities account/account holders, each customer may act individually (joint securities account/account with individual drawing powers), unless different provisions are made jointly by the customers. In the case of a joint securities account/account with individual drawing powers, each holder of the securities account/account has the right to change the individual drawing power to joint drawing power (joint securities account/account with joint drawing powers), whereby DekaBank Lux Branch has to inform the other holder of the securities account/account about this change immediately. All customers of a joint securities account/account bear joint and several liability towards DekaBank Lux Branch with respect to all obligations arising from the business relationship. For customers whose legal capacity is restricted because they are minors, joint securities accounts/accounts can be opened. For other customers who are not of unrestricted legal capacity, only individual securities accounts/accounts can be opened.

In the case of joint accounts, every customer has the right to issue a binding declaration of intent for the other customer(s), unless instructions otherwise have been given by that customer or the customers jointly. In the case of joint accounts, each customer shall bear joint and several liability to DekaBank Lux Branch with respect to all obligations arising from the business relationship.

20.3. Special Note for Rush Orders

If the customer needs an order to be executed urgently (e.g. because a transfer amount has to be credited to the recipient on a specific date), he must notify DekaBank Lux Branch separately. If the order is placed on a printed form, this notification has to be effected separately from the form.

20.4. Verification and Objections relating to Communications from DekaBank Lux Branch

The customer must verify securities account/account statements, security settlement notes, income statements, other statements of accounts, notifications of executed orders as well as information regarding expected payments and remittances (advice notes) for correctness and completeness immediately and raise any objections immediately.

Objections to balance statements, direct debits, account statements, lists of securities or other communications by the Bank and objections concerning the regularity of the securities or other assets delivered by the Bank must be submitted without undue delay. The customer must notify the Bank without undue delay if balance statements or securities account statements are not received. This duty of notification also exists if the customer does not receive other notices, communications or mailings that the customer expects or should expect to receive. The customer must object without undue delay to confirmations from DekaBank Lux Branch that deviate from orders or instructions of the customer.

20.5. Customer Tax Obligations

The customer is subject to the legal and statutory provisions of its country of residence and/or citizenship. The customer must comply with the tax laws applicable to it and ensure that all instructions and orders that it submits to DekaBank Lux Branch are in accordance with these tax laws. DekaBank Lux Branch assumes no liability if the customer does not comply with applicable tax provisions.

A properly signed self-certification showing the tax resident status and tax number(s) of new customers is required to open a new business relationship. The customer shall notify DekaBank Lux Branch without delay (within 30 days) of any changes to its tax status.

DekaBank Lux Branch reports personal income and holdings data to the Luxembourg tax authorities in accordance with regulatory requirements provided for by law.

20.6. Notification of DekaBank Lux Branch in case of non-receipt of Communications

If the customer does not receive balance statements and securities account statements, it must notify DekaBank Lux Branch immediately. This notification obligation also exists when other communications expected by the customer are not received (security settlement notes, statements of accounts after customer orders are executed or about payments the customer expects).

20.7. Duties of the Customer to Cooperate

Upon request, the customer shall provide DekaBank Lux Branch and its affiliated companies with the information they need to fulfil their regulatory duties when executing orders.

D COST OF BANK SERVICES

21. Interest, Charges and Expenses

21.1. Interest and Charges

The amount of the charges for the general services follows from the applicable price list, the current version of which is available from DekaBank Lux Branch and forms an integral part of the business relationship between DekaBank Lux Branch and the customer. If a customer makes use of a service listed therein, the charges listed in the price list at that time are applicable, unless otherwise agreed. For services provided by order of the customer or which are believed to be in his interest that are not listed therein, and, judging from the circumstances, can only be expected to be provided against remuneration, DekaBank Lux Branch may determine the amount of the charges at its own discretion.

DekaBank Lux Branch has the right to cover interest, charges and expenses by automatically debiting the account.

21.2. Expenses and third-party charges

The customer bears all expenses and third-party charges incurred when DekaBank Lux Branch undertakes actions at his request or in what is believed to be his interest (especially long distance telephone calls, postage) or when security is provided, managed, released or realised (especially notarial fees, storage fees, costs of safeguarding of property assigned as security).

22. Providing or Increasing of Security

22.1. Right of DekaBank Lux Branch to Request Security or an Increase of Security

DekaBank Lux Branch may demand that the customer provide the usual forms of banking security for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. indemnity for amounts paid under a guarantee issued on behalf of the customer).

22.2. Changes in the Risk

If DekaBank Lux Branch, upon the creation of claims against the customer, has initially dispensed wholly or partly with demanding that security be provided or increased, it may nonetheless make such a demand at a later time, provided, however, 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 status of the customer changes or threatens to change in a negative manner, or
- the value of the existing security has deteriorated or threatens to deteriorate.

DekaBank Lux Branch 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.

22.3. Setting of a Time Period to Provide or Increase Security

DekaBank Lux Branch will allow appropriate time to provide or increase security. If DekaBank Lux Branch intends to make use of its right of termination without notice according to section 27.2 of these General Terms and Conditions should the customer fail to comply with the obligation to provide or increase security within such time period, it will draw the customer's attention to this consequence before doing so.

23. Pledge in Favour of DekaBank Lux Branch

23.1. Agreement on the Pledge

The customer hereby grants DekaBank Lux Branch a pledge on securities of all kinds that the Bank obtains possession of or over which it can exercise disposing power in some other way in the scope of banking business by the customer or third parties for the customer's account. The securities concerned include all assets and rights of any kind (examples: goods, currencies, securities including interest, annuity and dividend coupons, collective securities account shares, subscription rights, checks, bills of exchange, bills of lading, warehouse warrants and consignment notes). Claims by the customer against DekaBank Lux Branch (e.g. based on credit balances) are also included. Claims by the customer against third parties are assigned to DekaBank Lux Branch if certificates issued for the claims come under the disposing power of DekaBank Lux Branch.

23.2. Secured Claims

The pledge serves as security for all existing, future and contingent claims DekaBank Lux Branch is entitled to which arise against the customer from banking-related business relations.

23.3. Exceptions to the Pledge

The pledge does not cover the stock issued by the majority shareholder of DekaBank Lux Branch itself (own stock). The same applies to participation rights/participation certificates issued by DekaBank Lux Branch or its majority shareholder and the certified subordinate liabilities of DekaBank Lux Branch or its majority shareholder.

24. Limitation of the Claim to Security and Obligation to Release

24.1. Cover Limit

DekaBank Lux Branch may assert its claim for provision or an increase in security until the realisable value of all security corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

24.2. Release

If the realisable value of all collateral exceeds the cover limit on a more than temporary basis, DekaBank Lux Branch shall, at the customer's request, release security items as it may choose in the

amount exceeding the cover limit; when selecting the security items to be released, the Bank will take into account the legitimate concerns of the customer or of any third party having provided security for the customer's obligations. To this extent, DekaBank Lux Branch is also obliged to execute orders of the customer relating to the items subject to the pledge (e.g. sale of securities, payout of credit balances).

24.3. Special Provisions

If for certain securities a valuation standard other than the realisable value, another cover limit or another limit for the release of securities has been agreed, this shall apply.

25. Payment Default and Realisation of Security

25.1. Payment Default and Default Interest

If the customer does not fulfil his obligations when due, DekaBank Lux Branch may realise securities that have been provided or are available after providing a reasonable grace period and a warning that realisation will be performed.

If the customer defaults on payments due to DekaBank Lux Branch, DekaBank Lux Branch can charge losses incurred as a result of the default without prejudice to other claims. Default interest shall accrue automatically starting as of the due date at the statutory rate plus a reasonable surcharge. DekaBank Lux Branch shall appropriately notify the customer of this and the rate of default interest in the case of default.

25.2. Option of DekaBank Lux Branch and Realisation of Security

If DekaBank Lux Branch realises security as a result of a payment default, it may choose between several security items. When realising security and selecting the items to be realised, DekaBank Lux Branch will take into account the legitimate concerns of the customer and any third party who may have provided security for the obligations of the customer. DekaBank Lux Branch has the right to settle realisation proceeds that are insufficient to satisfy all claims at its discretion.

F TERMINATION

26. Customer's Right of Termination

26.1. Right of Termination at any Time

The customer may terminate the entire business relationship or individual business relationships for which no term or divergent termination provision has been agreed upon, at any time without complying with a period of notice.

26.2. Termination with Serious Cause

If a term or a divergent termination provision has been agreed upon for a business relationship, a termination without notice can only be pronounced if a serious cause, which makes it unacceptable to the customer to continue the business relationship, after having given due consideration to the legitimate concerns of DekaBank Lux Branch, exists.

27. DekaBank Lux Branch's Right of Termination

27.1. Termination Complying with the Period of Notice

DekaBank Lux Branch may terminate the entire business relationship or individual business relationships for which no term or divergent termination provision has been agreed upon at any time, while complying at all times with an appropriate period of notice. In determining the period of notice DekaBank Lux Branch will take into consideration the legitimate interests of the customer. For termination of the keeping of current accounts, the period of notice is at least one month.

27.2. Termination for Serious Cause without Notice

Termination without notice of the entire business relationship or of individual business relationships is permitted if there is serious cause which makes it unacceptable to DekaBank Lux Branch to continue the business relationship after having given due consideration to the legitimate concerns of the customer. Such a cause is present, in particular, when

(i) the customer

■ has provided incorrect information,

■ is not exclusively domiciled or taxable in Germany,

- is on a restricted list, in particular due to money laundering offences,
 - objects to classification as a private customer,
 - objects to a change in the business relationship, or
- (ii) if the performance obligations of DekaBank Lux Branch
- are impossible, or
 - negatively affected by the customer or acts by third parties attributable to the customer.

DekaBank Lux Branch may also terminate without notice if the customer does not fulfil his obligation to provide or increase security in accordance with section 22.1 of these General Terms and Conditions or another agreement within an appropriate time limit set by DekaBank Lux Branch.

DekaBank Lux Branch can also terminate the business relationship with the customer with immediate effect and without prior notice if DekaBank Lux Branch is of the opinion that continuing the business relationship with the customer could lead to a possible liability action, or the customer transactions appear to violate public order, or the customer does not fulfil its obligation to act in good faith.

27.3. Legal Consequences of Termination

If the entire business relationship or individual business relationships are terminated, the amounts owed shall become due immediately. The customer shall also release DekaBank Lux Branch from all obligations assumed for it or on its behalf. DekaBank Lux Branch has the right to settle obligations assumed for the customer or on its behalf, in particular those in foreign currencies, effective against the customer. The rights of DekaBank Lux Branch under section 13 of these General Terms and Conditions shall remain unaffected thereby.

27.4. Termination of the Business Relationship

DekaBank Lux Branch has the right to close securities accounts and accounts that have had a zero balance for more than six months.

Even after termination of the entire business relationship or specific business lines, the General Terms and Conditions shall continue to apply for the winding-up process and to the extent appropriate for the winding-up relationship.