

**SPECIAL CONDITIONS**

Online Agreement

**1. Authority**

**a) Authorised representatives and scope of authority\***

The authorities as agreed in the Online Agreement, being granted separately for each electronic access path, define the authorized representatives and the according scope of authority. The Customer will inform its authorized representatives of the scope of their granted authority.

**b) Insufficient proof of authority for transmitted files (Distributed Electronic Signature - DES)**

If files are transmitted to the Bank without sufficient prove of authority (e.g. in case of missing electronic signature, missing second signature) each file will be forwarded - provided that the possibility for DES exists - to the distributed electronic signature, i.e. the file will be placed in a first step in an interim storage at the Bank. The status of interim storage will be noted in a remote data transfer ("RDT") log. Upon expiration of the time as stipulated in the RDT conditions, the file will be deleted. If a possibility for DES does not exist, the file will not be executed. A note of the non-execution will also be made in the RDT log.

In addition, the Bank shall be authorized to disclose payment orders, which have not been sufficiently signed, to all Users authorized due to the User sheets/User IDs for conducting the DES. The Users shall be authorized to co-sign such payment orders. If the User IDs registered in the Banking System do not relate to the Customer but to another company, the "Banking and Securities Power of Attorney for third Parties"-template has to be signed next to the User-Sheets.

**c) Scope of authority for future banking products/-services**

The authority of the representatives named for each indicated electronic access path will apply to the same extent also for all future banking products/ -services, provided that the representatives are registered for the corresponding electronic access path and that the Customer will not have informed the Bank otherwise. For the sake of proof, this notification shall be made in writing.

**d) Modification / expiry of an authority**

The Customer shall notify the Bank, without delay and if possible in writing as evidence thereof, when an authority granted to an authorized representative notified to the Bank has expired. This duty of notification also exists when the authority has been recorded in a public register (e.g. the German Commercial Register) and also the expiration or modification of such authority is recorded in said register.

**e) Automatic deletion of a single authorized representative**

The Bank is authorised to delete all electronic accesses paths for a single authorized representative on behalf of the Customer if the authorized representative has not initialized itself, according to the conditions for data communication, by sending an initialisation protocol within 12 months after the receipt of the confirmation letter by the Bank in which the authorized representative has been nominated for the first time. The Bank will inform the Customer about the deletion of the authorized representative by sending a confirmation letter.

**f) Subscription right**

Any agreements granting the Customer electronic access to banking products and -services have to be signed by the Customer's legal representatives according to the public registers.

## **2. Automatic deletion of the complete electronic access of the Customer**

The Bank is authorized to delete the complete electronic access paths of a Customer and also the access of its authorized representatives if not at least one authorized representative has initialized itself, according to the conditions for data communication, by sending an initialization protocol within 6 months after the receipt of the confirmation letter by the Bank. The Bank will inform the Customer about the complete deletion by sending of a confirmation letter.

## **3. Required Software**

If for the use of a single access path a special software tool is necessary which is provided to the Customer on a payment basis, the provision of the software tool will be governed by a separate service and usage agreement.

## **4. Country-specific restrictions**

In some countries, the utilization of certain content via electronic access paths is prohibited or restricted or subject to additional preconditions. This may impede the Customer to retrieve such content in certain countries. Therefore and prior to using the access paths from a foreign country, the Customer shall inform itself about any country-specific restrictions/prohibitions or additional preconditions and shall be responsible for its Users to comply with them.

## **5. Foreign Exchange Regulations**

With regards to cross-national payment transactions, the Customer shall inform itself about the applicable foreign exchange regulations of the countries in question and shall ensure the compliance which such regulations, also by its Users.

## **6. Copyright protection**

The content made available via the electronic access paths, and especially any information, data, texts, picture materials and functions contained therein, are subject to copyright protection. By using them, the Customer acquires no own rights. Depending on the function in question, however, the Customer may copy or otherwise use certain content for its business purposes, provided that reference to the copyrights of the Bank is made. Any of its authorized Users will use the electronic access paths and the content contained therein (including third-party software) only for their own business purposes and not make them available to third parties; the Customer will treat all content as confidential, not remove or obscure any references to the copyright of the Bank or its suppliers and not use trademarks, domain names and other signs of the Bank or third parties without their consent. The customer remains responsible for its Users to comply with these requirements.

\* Please note: Current or future authorities for account or depositary account remain applicable next to the authority for electronic access paths.