

**The present translation is furnished for the customer's convenience only. The original German text of the General Terms and Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.**

The Bank is a member of the BVR Institutssicherung GmbH and the Protection Scheme of the National Association of German Cooperative Banks (Sicherungseinrichtung des Bundesverbandes der Deutschen Volksbanken und Raiffeisenbanken e. V.).

## Basic rules governing the relationship between Customer and Bank

### 1. Scope of application and amendments to these General Terms and Conditions and Special Terms and Conditions for Specific Business Relationships

#### (1) Scope of application

These General Terms and Conditions govern the entire business relationship between the Customer and the Bank's domestic offices (referred to in the following as the "Bank"). In addition, specific business relationships (such as securities transactions, payment transactions and savings accounts) are governed by Special Terms and Conditions, which deviate from or supplement these General Terms and Conditions; they are agreed with the Customer when an account is opened or an order is placed. If the Customer also maintains business relationships with foreign offices, the Bank's lien (No. 14 of these General Terms and Conditions) will also secure any claims of such foreign offices.

#### (2) Amendments

The Bank shall propose any amendments to these General Terms and Conditions or to the Special Terms and Conditions to the Customer in written form at least two months prior to the proposed point in time at which any such amendments are intended to become effective. If the Bank has set up an electronic communication channel for the Customer as part of the business relationship (e.g. online banking), said amendments may also be proposed via this channel. The Customer's consent shall be deemed to have been granted if the aforesaid has not given notice of rejection prior to the proposed point in time at which said amendments are intended to take effect. The Bank shall make specific reference to this effect when proposing any such amendments.

If the Bank proposes to the Customer amendments to the terms governing payment services (e.g. remittance terms), the latter may also terminate, without notice and free of charge, the Payment Services Framework Agreement affected by such amendments before the proposed point in time at which said amendments are intended to enter into effect. The Bank shall make specific reference to this right of termination when making its proposal to the Customer.

### 2. Banking secrecy and status report

#### (1) Banking secrecy

The Bank has the duty to maintain secrecy regarding any customer-related facts and assessments which may come to its knowledge (banking 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 provide a status report.

#### (2) Status report

Status reports contain statements and comments of a general nature concerning the financial situation, creditworthiness and solvency of the Customer; no information will be disclosed as to account balances, savings deposits, securities deposits or of other assets entrusted to the Bank or as to amounts drawn under a credit facility.

#### (3) Prerequisites for the issuance of a status report

The Bank is entitled to issue status reports on legal entities or business persons registered in the commercial register, provided that the pertinent enquiry relates to their business activities. The Bank does not, however, disclose any information if it has received instructions to the contrary from the Customer. The Bank will only issue status reports on other persons (private customers and associations in particular) if such persons have given their express consent to this, either in general or on a case-by-case basis. Status reports are disclosed only if the requesting party has substantiated its justified interest in the information requested and there is no reason to assume that the disclosure of such information would be contrary to the Customer's legitimate interests.

#### (4) Recipients of status reports

The Bank issues status reports only to its own customers or to other credit institutions for their own purposes or those of their customers.

### 3. Liability of the Bank; contributory negligence of the Customer

#### (1) Principles of liability

In performing its obligations, the Bank shall be liable for any negligence on the part of its staff and of those persons whom it may call on for the performance of its obligations. Where the Special Terms and Conditions for Specific Business Relationships or any other agreements provide otherwise, any such provisions shall prevail. In the event of the Customer contributing to the occurrence of loss through fault of its own (for example by violating its duty to cooperate under No. 11 hereof), the principles of contributory negligence shall determine the proportions in which the Bank and the Customer shall bear any such loss.

#### (2) Orders passed on to third parties

If the contents of an order are such that the Bank would typically entrust a third party with its further execution, the Bank will perform the order by passing it on to such third party in its own name (order passed on to third party). This applies, for example, to obtaining status reports from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of said third party.

#### (3) Disruption of business

The Bank shall not be liable for any losses 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, traffic hold-ups, administrative acts of domestic or foreign authorities).

### 4. Limits of Customer's right of set-off

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.

### 5. Power of disposition upon Customer's death

Upon the customer's death any person, who purports to be the legal successor of the customer towards the Bank, has to prove the title of inheritance conveniently. If an official or certified copy of the testamentary disposition (last will or contract of inheritance) is submitted to the Bank together with the pertinent record of probate proceedings, the Bank may consider any person designated as heir or executor therein as the entitled person, permit this person to dispose of any assets and, in particular, make payments or delivery to this person, thereby discharging its obligations. This shall not apply if the Bank has notice that the person designated therein has no power of disposition (e.g. as a result of the will having successfully been challenged or having been found invalid) or if the Bank has no notice thereof due to its own negligence.

### 6. Applicable law and place of jurisdiction for Customers who are businesses or 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 business and if the business relationship in dispute is attributable to the operation of this business, the Bank may sue the Customer either in the court having jurisdiction for the bank office maintaining the relevant account or before any other competent court; the same applies to legal entities under public law and public-law special funds (öffentlich-rechtliches Sondervermögen). The Bank itself may be sued by such Customers only before the court having jurisdiction for the bank office maintaining the relevant 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 to domestic legal entities under public law or a public-law special fund (öffentlich-rechtliches Sondervermögen).

## Account management

### 7. Periodic balance statements for current accounts

#### (1) Issue of periodic balance statements

Unless otherwise agreed upon, the Bank shall issue a periodic balance statement for current accounts at the end of each calendar quarter, thereby settling the claims accrued by both parties during the preceding period (including interest and charges imposed by the Bank). Pursuant to No. 12 of these General Terms and Conditions or any other agreement entered into with the Customer, the Bank may charge interest on the balance arising from such settlement.

#### (2) Time limit for objections; tacit approval

Any objections the Customer may have with regard to the accuracy or completeness of a periodic balance statement must be raised not later than six weeks after its receipt; where any objection is made in writing, the dispatch of such objection within said six-week period shall suffice. Failure to raise objections in due time will be deemed approval. When issuing the periodic balance statement, the Bank 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 will then be required to prove that the account was either wrongly debited or was, in fact, mistakenly not credited.

### 8. Reverse entries and correction entries made by the Bank

#### (1) Prior to issuing a periodic balance statement

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Bank via a debit entry prior to the issue of the next periodic balance statement to the extent that 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 the Customer has already disposed of an amount equivalent to the credit entry.

#### (2) After issuing a periodic balance statement

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

#### (3) Notification to the 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) Conditional credit entries effected upon presentation of documents

If the Bank credits the countervalue of cheques or direct debits prior to their clearance, this will be done on condition of actual payment, even if these items are payable at the Bank itself. If the Customer presents other documents, instructing 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 will be done subject to the Bank receiving the relevant amount. This proviso shall also apply if the cheques, direct debits and other items are payable at the Bank itself. If cheques or direct debits are not paid or if the Bank does not obtain the amount under the collection order, the Bank will cancel the conditional credit entry regardless of whether or not a periodic balance statement has been issued in the meantime.

#### (2) Payment of direct debits and of cheques made out by the Customer

Direct debits as well as cheques will be cleared if the debit entry has not been cancelled prior to the end of the second banking day<sup>1</sup> after it was made. Cheques payable in cash are deemed to have been cashed in once their amount has been paid to the presenting party. Cheques are also deemed to have been honoured as soon as the Bank dispatches an advice of payment. Cheques presented through the clearing office of the Bundesbank are deemed to have been honoured if they are not returned within the time period stipulated by the Bundesbank.

### 10. Foreign currency transactions and risks associated with foreign currency accounts

#### (1) Execution of orders relating to foreign currency accounts

Foreign currency accounts of the Customer serve to effect the cashless settlement of payments to and dispositions by the Customer in foreign currency. Dispositions of foreign currency account credit balances (e.g. by

means of credit transfers to the debit of the foreign currency account) will be settled via banks in the home country of the currency unless the Bank executes them entirely within its own organization.

#### (2) Credit entries for foreign currency transactions with the Customer

If the Bank 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, it will discharge its foreign currency obligation by crediting the Customer's account in the respective currency unless otherwise agreed upon.

#### (3) Temporary limitation of performance by the Bank

The Bank's duty to execute instructions for the debit of a foreign currency account credit balance (paragraph (1) above) or to discharge a foreign currency obligation (paragraph (2) above) shall be suspended to the extent that and for as long as the Bank is unable, or only partially able, to dispose of the currency in which the foreign currency credit balance or 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, the Bank is not obligated either to perform at some other place outside the country of the respective currency, in some other currency (including euros) or by providing cash. However, the Bank's duty to execute instructions for the debit of a foreign currency account credit balance shall not be suspended if the Bank can execute such instructions entirely within its own organization. The right of the Customer and of the Bank to offset mutual claims due in the same currency against each other shall not be affected by the above provisions.

#### (4) Exchange rate

The exchange rate for foreign currency transactions shall be determined on the basis of the "List of Prices and Services". The Payment Services Framework Agreement shall also apply to payment services.

## Customer's duty to cooperate

### 11. Customer's duty to cooperate

#### (1) Notification of changes

The proper performance of transactions requires that the Customer notifies the Bank without delay of any changes to the Customer's name and address, as well as the termination of, or amendment to, any powers of representation in relation to the Bank conferred to any person (powers of attorney in particular). This duty to notify also exists where the powers of representation are recorded in a public register (e.g. the commercial register) and any termination thereof or any amendments thereto are entered into that register. In addition to this, further statutory notification obligations may arise, in particular, in connection with the German Act on the Prevention of Money Laundering (Geldwäschegesetz).

#### (2) Clarity of orders

Orders must be unequivocal as to their contents. Orders that are not worded clearly may lead to queries which may result in delays. When placing orders, the Customer shall pay particular attention to the accuracy and completeness of its data, especially account numbers, bank codes, IBAN<sup>2</sup> and BIC<sup>3</sup> numbers and the currency. Amendments, confirmations or repetitions of orders must be designated as such.

#### (3) Special reference to urgency in connection with the execution of an order

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

#### (4) Examination of, and objections to, notifications received from the Bank

The Customer shall examine, without undue delay, any statements of account, security transaction statements, statements of securities and of investment income, other statements, advices of order execution as well as any information on expected payments and consignments (advices) as to their correctness and completeness and, without undue delay, raise any objections relating thereto.

#### (5) Notification to the Bank in case of non-receipt of statements

The Customer shall notify the Bank without undue delay if periodic balance statements and securities statements are not received. The duty to notify the Bank also exists if other advices expected by the Customer are not received (e.g. security transaction statements, statements of account after execution of customer orders and credit transfers or payments expected by the Customer).

<sup>1</sup> Banking days are all business days with the exception of Saturdays and 24th and 31st December.

<sup>2</sup> International Bank Account Number

<sup>3</sup> Business Identifier Code

## Cost of Bank services

### 12. Interest, charges and out-of-pocket expenses

#### (1) Interest and charges in private banking

Interest and charges for loans and services customary in private banking are set out in the "Price Schedule – Standard Rates for Private Banking" and also in the "List of Prices and Services". If the Customer makes use of a loan or main service listed therein and unless otherwise agreed between the Bank and the Customer, the interest and charges listed in the then valid Price Schedule or List of Prices and Services shall apply. For the remuneration of main services not listed here which are provided in accordance with the Customer's instructions or are rendered in what is presumed the Customer's best interest and which can, under the given circumstances, only be expected to be provided against remuneration, the statutory provisions shall apply, provided no other agreement has been reached.

#### (2) Interest and charges other than for private banking

The amount of interest and charges other than for private banking shall be determined by the Bank at its reasonable discretion (Section 315 German Civil Code (Bürgerliches Gesetzbuch)), provided no other agreement has been reached and no statutory provisions preclude this.

#### (3) Non-chargeable services

The Bank shall not charge any fees for a service which the Bank is obliged to render by law or as a result of a contractual accessory obligation or which the Bank perceives to be in its own best interest, unless such a charge is legally permissible and is made in accordance with statutory provisions.

#### (4) Change in interest rates; Customer's right of termination in the event of interest rate increase

In the case of variable-interest-rate loans, the interest rate shall be adjusted in accordance with the terms of the respective loan agreement concluded with the Customer. The Bank shall notify the Customer of any changes in interest rates. In the event of an increase, the Customer may, provided no other agreement has been entered into, terminate the relevant loan agreement with immediate effect within six weeks from the notification of the change. If the Customer terminates the business relationship, any such increase in interest shall not be applied to the terminated loan agreement. The Bank shall allow an adequate period of time for settlement.

#### (5) Amendments to charges for services typically rendered to the Customer on a continuous basis

Any amendments to charges for main services which the Customer usually utilises on a continuous basis within the framework of the business relationship (e.g. account and custodian management) shall be offered to the Customer in written form at least two months before the proposed point in time when the amendments are intended to become effective. If the Bank has set up an electronic communication channel for the Customer within the framework of the business relationship (e.g. online banking), any such amendments may also be proposed via this channel. The Customer's consent shall be deemed to have been granted if the aforesaid has not given notice of rejection before the proposed point in time of the amendments becoming effective. The Bank shall make specific reference to this effect when proposing the amendment. If the Bank proposes to the Customer amendments to the terms governing payment services (e.g. remittance terms), the latter may also terminate, without notice and free of charge, the Payment Services Framework Agreement affected by the amendments before the proposed point in time at which the amendments are intended to become effective. The Bank shall make specific reference to this right of termination when proposing said amendments to the Customer. If the Customer terminates the aforesaid agreement, the amended charges shall not apply to the terminated business relationship.

#### (6) Out-of-pocket expenses

The Bank shall be entitled to the reimbursement of expenses as provided by applicable law.

#### (7) Specifics relating to consumer loan agreements and payment service agreements with consumers for payments within the European Economic Area (EEA) in an EEA currency

For consumer loan agreements and payment services agreements with consumers for payments within the European Economic Area (EEA)<sup>4</sup> in an EEA currency<sup>5</sup>, interest and costs (charges, out-of-pocket expenses) shall be governed by the respective contractual agreements and special terms and conditions as well as statutory provisions.

<sup>4</sup> The European Economic Area currently includes the following EU countries: Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland, Cyprus and the countries Iceland, Liechtenstein and Norway.

<sup>5</sup> The currencies of the EEA currently include the following: euro, British pound, Bulgarian lev, Danish kroner, Estonian krone, Icelandic krona, Croatian kuna, Lithuanian litas, Norwegian krone, Polish zloty, Romanian leu, Swedish krona, Swiss franc, Czech koruna, Hungarian forint.

## Collateral for the Bank's claims against the Customer

### 13. Providing or increasing collateral

#### (1) Bank's right to request collateral

The Bank may demand that the Customer provide the usual forms of collateral for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. reimbursement claims for amounts paid under a surety furnished for the Customer). However, where the Customer has assumed liability for another customer's obligations towards the Bank (e.g. as a surety), the Bank's entitlement to the provision of, or an increase in, collateral with regard to the resulting liability shall only arise upon the relevant debt becoming due and payable.

#### (2) Changes in risk

If the Bank, at the time when its claims against the Customer arose, had dispensed wholly or partly with demanding that collateral be provided or increased, the Bank may nonetheless make such a demand at a later stage, provided however that circumstances occur or become known which justify a higher risk assessment of the claims against the Customer. This may be the case in particular if

- the Customer's financial situation has deteriorated or is likely to deteriorate, or
- the value of the existing collateral has deteriorated or is likely to deteriorate.

The Bank has no right to demand collateral if it has been expressly agreed that the Customer does not have to provide any collateral or must only provide collateral which has been individually specified. For consumer loan agreements, the Bank is entitled to demand that collateral be provided or increased only to the extent that such collateral is specified in the loan agreement. If the net loan amount exceeds EUR 75,000, the Bank may demand that collateral be provided or increased even if a consumer loan agreement signed before 21 March 2016 or a general consumer loan agreement pursuant to section 491 (2) BGB (German Civil Code) signed after 21 March 2016 does not contain any or any exhaustive reference to collateral.

#### (3) Setting a time limit for providing or increasing collateral

The Bank shall grant adequate time for the provision of or the increase in collateral. If the Bank intends to make use of its right of termination without notice in accordance with No. 19 paragraph (3) hereof in the event of the Customer failing to comply with the obligation to provide or to increase collateral within such a time period, the Bank must bring this consequence to the Customer's attention before availing itself of its right of termination.

### 14. Lien in favour of the Bank

#### (1) Agreement on lien

The Customer and the Bank agree that the Bank will acquire 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 which the Customer has, or may in future have, against the Bank from the banking relationship (e.g. credit balances).

#### (2) Collateralised claims

The lien serves to collateralise all existing, future and contingent claims arising from the banking relationship to which the Bank, with all its domestic and foreign offices, is entitled vis-à-vis the Customer. If the Customer has assumed a liability for another customer's obligations towards the Bank (e.g. as a surety), the lien shall not collateralise the debt resulting from such liability before said debt becomes due and payable.

#### (3) Exemptions from the lien

If funds or other assets fall under the Bank's power of disposition with the proviso 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 shall not extend to these assets. The same applies to the profit-participation rights (Genussrechte) issued by the Bank itself, to the Customer's claims against the Bank arising from subordinated obligations and to securities which the Bank keeps in safe custody abroad for the Customer's account.

#### (4) Interest and dividend coupons

Where securities are subject to the Bank's lien, the Customer is not entitled to demand the surrender of the interest and dividend coupons pertaining to such securities.

### 15. Securitisation rights in the case of collection documents and discounted bills of exchange

#### (1) Transfer of title by way of security

The Bank will acquire title by way of security of any cheques and bills of exchange deposited for collection at the time such documents are deposited. The Bank acquires absolute title to discounted bills; if it debits the discounted bills back to the account, the Bank will nevertheless retain title to these bills of exchange by way of security.

#### (2) Assignment by way of security

Any claims underlying cheques and bills of exchange shall pass to the Bank simultaneously with the acquisition of title in said cheques and bills

of exchange; any such claims shall also pass to the Bank if other documents are deposited for collection (e.g. direct debits, documents of commercial trading).

### (3) Special-purpose collection documents

If collection documents are deposited with the Bank with the proviso that their countervalue may only be used for a specified purpose, the transfer or assignment of title by way of security shall not extend to these documents.

### (4) Secured claims of the Bank

The title transferred or assigned by way of security serves to secure any claims to which the Bank may be entitled vis-à-vis the Customer in connection with the Customer's current accounts when documents are presented for collection or when re-debiting unredeemed collection documents or discounted bills of exchange. Upon the Customer's request, the Bank shall re-transfer title of such documents to the Customer by way of security and of the claims that have passed to it if it does not, at the time of such request, have any claims vis-à-vis the Customer that require collateralisation and if it does not permit the Customer to dispose of the countervalue of such documents prior to their final payment.

## 16. Limitation of the entitlement to collateral and obligation to release

### (1) Cover limit

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

### (2) Release

Where the realisable value of all collateral combined exceeds the cover limit not only temporarily, the Bank shall, at the Customer's request, release such collateral as the Bank may choose in the amount exceeding the cover limit; when selecting the collateral to be released, the Bank shall take into account the legitimate interests of the Customer and of any third party who has provided security for the Customer's obligations. To this extent, the Bank is also obliged to execute orders of the Customer relating to the items subject to the lien (e.g. sale of securities, repayment of savings deposits).

### (3) Special agreements

Where a valuation measure other than the realisable value has been agreed for a specific collateral or a different cover limit or a different threshold for the release of collateral, these measures, limits or thresholds shall apply.

## 17. Realisation of collateral

### (1) Option of the Bank

Where several items of collateral exist, the Bank may choose which collateral to realise. When realising collateral and selecting the items to be realised, the Bank shall take into account the legitimate interests of the Customer and any third party who may have provided collateral for the Customer's obligations.

### (2) Credit entry for proceeds under German value-added tax law

If the realisation is subject to value-added tax, the Bank will provide the Customer with a credit entry for the proceeds; such entry serves as invoice for the supply of the item given as collateral and meets the requirements of German value-added tax law.

## Termination

## 18. Customer's rights of termination

### (1) Right of termination at will

The Customer may, at any time and without notice, terminate the entire business relationship or individual elements thereof (e.g. cheque agreements), unless a specific term or a differing notice requirement has been agreed.

### (2) Termination for good cause

If the Bank and the Customer have agreed on a specific term or a differing notice requirement for a specific business relationship, such relationship may only be terminated without notice if the Customer cannot reasonably be expected to continue the business relationship, also giving due consideration to the legitimate interests of the Bank.

### (3) Statutory termination rights

Statutory termination rights shall remain unaffected.

## 19. Bank's rights of termination

### (1) Termination upon notice

Upon observing an adequate notice period, the Bank may at any time terminate the entire business relationship or individual elements thereof for which neither a term nor a differing notice requirement has been agreed (e.g. the cheque agreement authorising the use of cheque forms). In determining the notice period, the Bank shall take into account the legitimate interests of the Customer. The minimum notice period for terminating a payment service framework agreement (e.g. a current account or card contract) or a custody account is two months.

### (2) Termination of loans with no fixed term

Loans and loan commitments for which neither a fixed term nor a differing notice requirement has been agreed may be terminated at any time by the Bank without giving notice. When exercising this right of termination, the Bank shall give due consideration to the legitimate interests of the Customer.

Where the German Civil Code contains special provisions for the termination of consumer loan agreements, the Bank may only terminate the aforesaid in compliance with said provisions.

### (3) Termination for good cause without notice

The termination of the entire business relationship or individual elements thereof without notice is permitted if the Bank cannot reasonably be expected to continue the business relationship, after giving due consideration to the legitimate interests of the Customer. Good cause is deemed to exist in particular:

- If the Customer has made incorrect statements as to his/her financial status, provided such statements were of material significance for the Bank's decision concerning the granting of credit or other operations involving risks for the Bank (e.g. the delivery of a payment card); in the case of consumer loans this only applies if the Customer has deliberately withheld information relevant for the credit assessment or has falsified said information and this has resulted in a deficiency in the credit assessment or
- if a substantial deterioration in the Customer's financial status or in the value of the collateral has occurred or is likely to occur, jeopardising the repayment of the loan or the discharge of any other obligation towards the Bank even if collateral provided for this purpose has been realised; or
- if the Customer fails to meet its obligation to provide or increase collateral pursuant to No. 13 paragraph (2) hereof or pursuant to any other agreement within the time period set for this purpose by the Bank.

If good cause arises from the breach of a contractual obligation, termination shall only be permitted after expiry of a reasonable period set for the breach to be remedied by the Customer and said breach has not been remedied, or after an unsuccessful demand for performance addressed to the Customer, unless this proviso can be dispensed with owing to the circumstances of the individual case (Section 323 (2) and (3) German Civil Code).

### (4) Termination of consumer loan agreements in the event of default

Where the German Civil Code contains special provisions for the termination of consumer loan agreements in the event of payment default, the Bank may only terminate the relationship in accordance with these provisions.

### (5) Settlement following termination

In the event of termination without notice, the Bank shall allow the Customer a reasonable period of time for the settlement (in particular for the repayment of the loan), provided there is no need for immediate action (e.g. the return of the cheque forms in the event of termination of a cheque agreement).

## Deposit Insurance Scheme

## 20. BVR Institutssicherung GmbH and BVR-Protection Scheme

### (1) Institution and deposit insurance

The Bank is a member of the BVR Institutssicherung GmbH and the Protection Scheme of the National Association of German Cooperative Banks (Sicherungseinrichtung des Bundesverbandes der Deutschen Volksbanken und Raiffeisenbanken e.V. - BVR). As institution-related deposit insurance schemes, the task of these schemes is to avert and resolve any anticipated or existing economic difficulties at the institutions with which they are associated. All institutions that are members of these insurance schemes support each other mutually in order to prevent insolvency. Customer deposits – essentially savings deposits, savings bonds, term deposits, demand deposits and debt securities – are also protected by the insurance scheme.

### (2) Statutory deposit insurance protection of the BVR Institutssicherung GmbH

The institution-related deposit insurance scheme run by the BVR Institutssicherung GmbH is officially recognized as a deposit insurance scheme. If, contrary to paragraph 1, an insolvency should occur, the deposits as defined in section 2, paragraphs 3 to 5 of the Einlagensicherungsgesetz (German Deposit Guarantee and Investor Compensation Act) shall be reimbursed by BVR Institutssicherung GmbH up to the maximum limits as set forth in section 8 Einlagensicherungsgesetz.

### (3) Voluntary deposit insurance protection of the protection scheme

In the event of insolvency, the protection scheme shall cover all deposits as set forth in section 1 paragraph 4 of the statute of the protection scheme above and beyond the statutory protection in accordance with paragraph 2.

### (4) Entitlement to information

The Bank shall be entitled to disclose to the Protection Fund or to one of its commissioned parties all relevant information and to place any necessary

documents at their disposal. The Bank shall be entitled to disclose to the BVR Insitutssicherung GmbH or to one of its commissioned parties all relevant information and to place any necessary documents at their disposal.