

Basic rules for the relationship between customer and bank**1. Scope and changes of these terms and conditions and the special conditions for individual business relationships****(1) Scope**

The General Terms and Conditions are valid for the entire business relationship between the customer and the domestic branches of the bank (in the following called bank). Special conditions apply additionally for individual business relationships (for example for the securities business, the monetary transactions and the savings transactions), which include deviations from or supplements to these General Terms and Conditions; they will be agreed with the customer if an account is established or if an order is given. If the customer also maintains business relationships with foreign branches, then the lien of the bank (number 14 of these terms and conditions) secures also the claims of these foreign branches.

(2) Not applicable**2. Banking confidentiality and banking information****(1) Banking confidentiality**

The bank is obligated to confidentiality about all customer related facts and valuations of which it gets knowledge (banking confidentiality). The bank may only provide information about the customer if legal regulations require it or if the customer agrees or if the bank has the right to provide banking information.

(2) Banking information

The banking information includes generally formulated statements and remarks about the economic conditions of the customer, its creditworthiness and solvency; amount-related information about account balances, savings balances, securities account assets or other assets placed at the bank as well as information about the amount of loans obtained.

(3) Prerequisites for providing banking information

The bank has the right to provide banking information about legal entities and businesspeople registered in the commercial register, assumed that the information is related to their business activity. However, the bank does not provide information if the customer gives a directive to avoid this. The bank only provides banking information about other persons, especially about private customers and associations, if they explicitly agreed in general or in an individual case. Banking information is only provided if the inquiring person has demonstrated a justified interest to obtain the requested information and if there is no reason to believe that interests of the customer that require protection are affected.

(4) Recipients of banking information

Banking information is only provided by the bank to its own customers or other financial institutions for their purposes or the purposes of their customers.

3. Liability of the bank/contributory negligence of the customer**(1) Liability principles**

When fulfilling their obligations, the bank is liable for any fault of its employees and the persons which the bank assigns to fulfill its obligations. If the special conditions for individual business relationships or other agreements state differently, then these regulations have priority. If the customer, through a culpable behavior (for example, by violating the obligation to cooperate of No. 11 in these terms and conditions), contributes to the damage, then the principles of contributory negligence determine the extent to which the bank and the customer are responsible for the damage.

(2) Transferred orders

If an order – based on content – will be executed typically in the way that the bank assigns a third party with the further processing, then the bank fulfills the order in such a way that it transfers the order on its own behalf to a third-party (transferred order). This affects, for example, the request for banking information at other financial institutions or the storage and administration of securities abroad.

In this case, the liability of the bank is restricted to the careful selection and instruction of the third party.

(3) Operational disruptions

The bank is not liable for damages caused by force majeure, uproar, war and natural events or by other events for which the bank is not responsible (for example strike, lockout, traffic congestion, provisions by instructions of higher authority domestically or abroad).

4. Not applicable.**5. Power of disposition after the death of the customer**

After the death of the customer, the person who claims the legal succession of the customer must provide proof to the bank about its legal inheritance entitlement in a suitable manner.

If the bank receives a copy or a certified copy of the testamentary disposition (testament, testamentary contract) plus the associated record of probate proceedings, then the bank can view the person who is designated in the documents as inheritor or executor of the will as the beneficiary, can give the person control and especially provide to the person without restrictions. This does not apply if the bank knows that the identified person (for example, after contesting or due to voidness of the testament) is not authorized to dispose or if this is not known to the bank as a result of negligence.

6. Relevant law and place of jurisdiction for commercial customers and customers under public law**(1) Applicability of German law**

German law applies to the business relationship between the customer and the bank.

(2) Place of jurisdiction for domestic customers

If the customer is a businesswoman/businessman and if the disputed business relationship is part of her/his business activities, then the bank can sue this customer at the court responsible for the account managing place or at a different responsible court; the same applies to a legal entity under public law and to special assets under public law. The bank itself can only be sued by this customer at the court responsible for the account managing place.

(3) Place of jurisdiction for foreign customers

The place of jurisdiction agreement is also valid for customers that practice a comparable activity abroad as well as for foreign institutions that are comparable with domestic legal entities under public law or with domestic special assets under public law.

Account management**7. Balance of accounts for current accounts (revolving accounts)****(1) Balance of accounts granting**

If not agreed otherwise, the bank provides a balance of accounts for the current account at each end of a calendar quarter; the claims of both sides that were generated during this time frame (including the interest and remunerations of the bank) will be settled. The bank can charge interest for the balance that results from the settlement in accordance with number 12 of these terms and conditions or based on other agreements established with this customer.

(2) Deadline for objections; approval through silence

The customer must raise objections due to the incorrectness and incompleteness of a balance of accounts at the latest before the expiration of six weeks after receipt; if the customer raises its objections in writing, then the sending within the six-week period is adequate. The failure to raise an objection is viewed as an agreement. The bank will make a special notice highlighting the consequence when sending the balance of accounts. The customer can request a balance of account correction even after the deadline expired, however, the customer must provide proof that the account was wrongly charged or that a credit due to the customer was not granted.

8. Cancellation and correction postings by the bank

(1) Before the balance of accounts

The bank is permitted to reverse erroneous credits on current accounts (for example, due to a wrong account number) until the next balance of accounts through a debit posting if the bank is entitled to a back-payment claim against the customer (cancellation posting); the customer can in this case not raise an objection against the debit posting stating that she/he already spent the amount of the credit.

(2) After the balance of accounts

If the bank identifies an erroneous credit only after the balance of accounts and if the bank has a back-payment claim against the customer, then the bank will debit the account of the customer for the amount of the claim. If the customer objects against the correction posting, then the bank will credit the amount again on the account and will enforce its back-payment claim in a different manner.

(3) Information of the customer; interest charge

The bank will inform the customer immediately about cancellation and correction postings. With respect to the interest charge, the bank dates the posting retroactively to the day on which the erroneous posting was performed.

9. Collection order

(1) Granting of conditional credits when submitted

If the bank credits the value of checks and debit notes already before they are redeemed, then this is done under the condition of their redemption, even if they are payable by the bank itself. If the customer submits other documents together with the order to get a receivables amount from a payer (for example, interest warrants) and if the bank provides a credit for the amount, then this is done with the condition that the bank will receive the amount. The interest also applies if the checks, debit notes and other documents are payable at the bank itself. If checks of debit notes are not paid or if the bank does not receive the amount from the debit order, then the bank cancels the conditional credit. This is done independent of the fact whether a balance of accounts was provided in the meantime.

(2) Redemption of debit notes and checks written by the customer

Debit notes and checks are redeemed if the debit posting is not canceled at the latest on the second bank workday¹ - for SEPA debit postings at the latest on the third bank workday - after its execution. Cashier's checks are redeemed with the payment to the check presenter. Checks are already redeemed if the bank in individual cases sends a paid message. Checks that are presented through the clearing house of the German Central Bank, are redeemed if they are not returned at to the time specified by the German Central Bank.

10. Foreign currency transactions and risks of foreign currency accounts

(1) Order execution for foreign currency accounts

Foreign currency accounts of the customer are used to process payments cashless to the customer and orders by the customer in a foreign currency. Orders relating to the credit on foreign currency accounts (for example, through a transfer debited to the foreign currency credit balance) are processed by involving banks in the home country of the currency if the bank does not completely exercise the order itself.

(2) Credits for foreign currency transactions with the customer

If the bank concludes a business with the customer (for example a foreign exchange contract) from which it has to provide an amount of foreign currency, then it will fulfill its foreign currency payable by a credit on the account of the customer in this currency, assumed that a different agreement was not made.

(3) Temporary restriction of the bank service

The obligation of the bank to execute a directive by debiting a foreign currency credit (paragraph 1) or for the fulfillment of a foreign currency liability (paragraph 2) is delayed for as long as the time during which the bank cannot control the currency that the foreign currency credit or the payable is based on, due to politically based measures or events in the country of this currency or can only control it in a restricted manner. The bank is also not obligated to fulfill at a different location outside the country of the currency, in a different currency (not even in Euros) or through the acquisition of cash as long as these measures or events continue. However, the obligation of the bank for the execution of a direction that debits a foreign currency credit is not delayed if the bank can execute the obligation completely in-house. The right of the customer and the bank to offset reciprocal receivables in the same

currency is not affected by the above regulations.

(4) Exchange rate

The exchange rate for foreign currency transactions is determined by the "schedule of prices and services". The payment service general contract applies to payment services.

Customer's obligations to cooperation

11. Customer's obligations to cooperation

(1) Reporting of changes

For the proper execution of business transactions, it is required that the customer immediately reports to the bank changes of its name and its address as well as the cancellation or the change of the power of representation granted to the bank (especially a power of attorney). This communication obligation also exists if the power of representation has been entered in a public register (for example, the commercial register) and if its cancellation or its change will be entered in this register. In addition, further legal communication obligations, especially based on the money laundering law, may exist.

(2) Distinctness of orders

Orders must be distinct with respect to their content. Orders that are not clearly formulated can result in questions, which in turn can result in delays. In case of orders, the customer must ensure the correctness and completeness of its information, especially the account number and bank code or IBAN2 and BIC3 as well as the currency. Changes, confirmations or repeats of orders must be marked accordingly.

(3) Special information in case of urgency for the execution of an order

If the customer has a need for urgency for the execution of an order, then the customer must communicate this to the bank. This must be provided outside the form if the order was placed using a form.

(4) Checking and objections in case of bank messages

The customer must immediately check bank statements, security settlements, securities accounts and income lists, other settlements, announcements about the execution of orders as well as information about expected payments and transfers (notifications) for their correctness and completeness and must raise possible objections immediately.

(5) Informing the bank in case notifications are not received

The customer must inform the bank immediately if the balance of accounts and securities account lists are not received by the customer. The notification obligation also exists if other messages, expected by the customer, are not received (securities settlements, bank statements after the execution of orders by the customer or payments that the customer expects).

Costs of the bank services

12. Interests, remunerations and expenditures

(1) Interests and remunerations when doing business with consumers

The amount of interests and remunerations for common bank services that the bank provides for the consumer including the amount of payments that exceed the expenditures agreed for the main service can be found in the "price bulletin - standard rates for the standardized private customer business" and the "schedule of prices and services".

If the consumer takes advantage of a main service listed there and if a deviating agreement was not made, then the interests and remunerations listed at this time in the price bulletin or schedule of prices and services are valid.

The bank can establish an agreement with the consumer that addresses a payment that exceeds the agreed remuneration for the main service only if it is listed in the price bulletin or in the schedule of prices and services.

If no other agreements were made, then the legal regulations apply to the compensation of services, not listed in the price bulletin or in the schedule of prices and services, which were provided based on an order by the consumer and which, based on the circumstances, can only be expected by paying a compensation.

¹ Bank workdays are all workdays except Saturdays, December 24 and 31

2 International bank account number
3 Bank identifier code

(2) Interests and remunerations for transactions with customer, who are not consumers

The amount of interest and remuneration for the common bank services that the bank provides to customers that are not consumers are listed in the "price bulletin - standard rates for the standardized private customer business" and the "schedule of prices and services" as far as the price bulletin and the schedule of prices and services are common bank services for the customers that are not consumers (for example business customers).

If a customer that is not a consumer takes advantage of a bank service listed there and if a deviating agreement was not made, then the interests and remunerations listed at this in the price bulletin or schedule of prices and services are valid.

Furthermore, the bank determines - if no other agreement was made and if legal regulations do not forbid this - the amount of interest and remunerations at its discretion (§ 315 of the German Civil Code).

(3) Services that do not generate remuneration

The bank will not charge a remuneration for a service that the bank must provide based on a law or a contractual auxiliary obligation or if it provides it in its own interest, except it is legally permitted and it will be invoiced based on the legal regulation.

(4) Interest rate changes; termination right of the customer in case of an increase

The interest rate for loans with a changeable interest rate is changed based on the respective loan agreement with the customer. The bank will inform the customer about the interest rate change. If not agreed otherwise, the customer can terminate the affected loan agreement within six weeks after the announcement of the change effective immediately. If the customer terminates, then the increased interest rate for the terminated loan agreement will not be used. The bank will grant an adequate period for the handling.

(5) Not applicable

(6) Reimbursement of expenditures

A possible claim of the bank for the reimbursement of expenditures depends on the legal regulations.

(7) Special features for consumer loan contracts and payment service contracts with consumers for payments

The interests and the costs (remunerations and expenditures) depend on the respective contractual agreements and special conditions as well as supplemental on the legal regulations for consumer loan contracts and payment service contracts with consumers for payments.

Securities for the bank claims against the customer

13. Establishment or strengthening of securities

(1) Entitlement of the bank for the establishment of securities

The bank can request the establishment of bank-related securities for all entitlements of the bank-related business relationship even if the entitlements are conditional (for example, expenditure reimbursement claims due to the use of a guarantee assumed for the customer). If the customer assumed a liability for payables of another customer of the bank against the bank (for example, as a guarantor), then the bank is entitled to the establishment or strengthening of securities with respect to the debt resulting from the liability assumption, however, only after its maturity.

(2) Change of the risk

If the bank has initially waived the request for the establishment or the strengthening of securities in total or partly at the generation of entitlements against the customer, then the bank can request a securing at a later date. However, the prerequisite is that circumstances occur or become known that justify an increased risk assessment of the entitlements against the customer. This can especially be the case if

- the economic conditions of the customer changed adversely or if they threaten to change adversely or
- if the value of existing securities changed adversely or if they threaten to change adversely.

The security entitlement of the bank does not exist if it has been agreed explicitly that the customer must not provide securities or securities that are individually identified.

The entitlement for the establishment or strengthening of securities only exists for consumer loan contracts if the securities are listed in the loan contract. If the net loan amount exceeds €75,000.00, then the

entitlement for the establishment or strengthening exists even if no or no final information about securities is included in a consumer loan contract established before March 21, 2016 or in a general consumer loan contract in accordance with § 491 para. 2 BGB established after March 21, 2016.

(3) Deadline for the establishment or strengthening of securities

The bank will grant an adequate deadline for the establishment or strengthening of securities. If the bank intends to use its right for a termination without notice in accordance with No. 19 paragraph 3 of these terms and conditions, if the customer does not meet its obligations in time for the establishment or strengthening of securities, then it will inform the customer in advance.

14. Agreement about a lien in favor of the bank

(1) Consent about the lien

The customer and the bank agree that the bank acquires a lien for the securities and objects for which a domestic branch has received ownership or will get ownership for bank-related business transactions. The bank acquires a lien also for the claims that the customer is entitled to or will be entitled to in the future against the bank based on the bank-related business relationship.

(2) Secured entitlements

The lien is used for the protection of all existing, future and conditioned entitlements that the bank with its total domestic and foreign branches is entitled to based on the bank-related business relationship. If the customer assumed a liability for payables of another customer of the bank against the bank (for example, as a guarantor), then the lien secures the debt resulting from the liability assumption, however, only after its maturity.

(3) Exceptions of the lien

If cash or other values are controlled by the bank with the directive that they can only be used for a certain purpose (for example, cash deposit for the redemption of a bill of exchange), then the lien of the bank does not cover these values. The same applies to the shares issued by the bank (its own shares) and for securities that the bank keeps abroad for the customer. In addition, the lien does not cover its own participation rights/participation certificates that are issued by the bank and does not cover the securitized and not securitized subordinated payables of the bank.

(4) Interest and dividend warrants

If securities are subject to a bank lien, then the customer does not have the right to request the issue of the interest and dividend warrants associated with these securities.

15. Security interests for debit entry advices and discounted bills of exchange

(1) Security transfer

The bank obtains security ownership for the checks and bills of exchange that were submitted to it for collection at the time of submission. The bank obtains unrestricted ownership for discounted bills of exchange at the time the bills of exchange were purchased; if the bank debits the discounted bills of exchange back to the account, then the bank retains the security ownership of these bills of exchange.

(2) Security assignment

By acquiring the ownership of checks and bills of exchange, the underlying receivables are also transferred to the bank; a receivable transfer also takes place if other securities are submitted for collection (for example, debit notes, commercial documents).

(3) Earmarked debit entry advices

If entry advices are submitted to the bank with the requests that its proceeds can only be used for a certain purpose, then the security transfer and the security assignment does not extend to these papers.

(4) Secured claims of the bank

The security ownership and the security assignment are used to secure all claims that the bank has against the customer when entry advices from its current accounts are submitted or that are generated based on the re-debiting of entry advices or discounted bills of exchange that have not been redeemed. On the request of the customer, the bank performs a re-debiting of the security ownership in the papers and the transferred receivables to the customer, if the bank has at the time of the request no claims against the customer that must be secured or if the bank does not grant control over the proceeds of the papers before they are finally paid.

16. Limiting the collateralization claim and release obligation

(1) Coverage limit

The bank can raise its claim for the establishment or strengthening of securities until the realized value of all securities is equivalent to the total value of all claims of the bank-related business relationship (coverage limit).

(2) Release

If the value of all securities that can be realized exceeds the coverage limit not only temporary, then the bank, on the request of the customer, must release securities on its discretion for the amount that exceeds the coverage limit; when selecting the securities to be released, the bank will consider the justified interest of the customer and a third security provider, which provided securities for the payables of the customer. Based on the above, the bank is also obligated to execute customer orders for the values that underline the lien (for example, sale of securities, payment of savings balances).

(3) Special agreements

If a different evaluation standard than the realizable value is agreed for a certain security or a different coverage limit or a different limit for the release of securities, then these are decisive.

17. Utilization of securities**(1) Selection right of the bank**

If the bank utilizes, then the bank can select from several securities. The bank will consider the justified interest of the customer and a third security provider, which provided securities for the payables of the customer when utilizing and selecting the securities to be utilized.

(2) Credit proceeds in accordance with the sales tax law

If the utilization process is subject to sales tax, then the bank will provide a credit to the customer for the proceeds, which is viewed as the invoice for the delivery of the object used as security and which is in accordance with the prerequisites of the sales tax law.

Termination**18. Termination rights of the customer****(1) Anytime termination right**

The customer has the right to terminate the entire business relationship or individual business relationships (for example, the check contract), for which neither a term nor a deviating termination regulation has been agreed, at any time without adhering to a notice period.

(2) Termination for important reason

If a term or a deviating termination regulation has been agreed for a business relationship, then a termination without notice can only be enforced if an important reason exists, which makes it unreasonable for the customer, even under consideration of the justified interests of the bank, to continue the business relationship.

(3) Legal termination rights

Legal termination rights are not affected.

19. Termination rights of the bank**(1) Termination by adhering to a termination period**

The bank can terminate the entire business relationship or individual business relationships for which neither a term nor a deviating termination regulation has been agreed at any time by adhering to an appropriate termination period (for example, the check contract that gives the usage right for check templates). The bank will consider the justified interests of the customer when determining the termination period. The termination period is at least two months for the termination of a payment services contract (for example, current account or card contract) and a securities account.

(2) Termination of open-ended loans

The bank can terminate loans and loan commitments, for which neither a duration nor a deviating termination regulation has been agreed, at any time without adhering to a termination period. When executing the termination right, then the bank will consider the justified interest of the customer.

If the German Civil Code provides special regulations for the termination of a consumer loan contract, then the bank can only terminate in accordance with this regulation

(3) Termination for important reason without adhering to a termination**period**

The termination without notice of the entire business relationship or individual business relationships is permitted if an important reason exists, which makes it unreasonable for the bank to continue even under consideration of the justified interests of the customer. An important reason does especially exist,

- if the customer provided incorrect information about its financial circumstances, which were of significant importance for the decision of the bank for the granting of a loan or for other businesses that included a risk for the bank (for example, issuing a credit card); this only applies to consumer loans if the customer intentionally withheld information relevant for the credit check or if the customer falsified these and if this resulted in a deficiency of the credit check or

- if a major deterioration of the customer's financial circumstances or the intrinsic value of a security occurs or threatens to occur and it thus endangers the payback of the loan or the fulfillment of another liability against the bank - even if another security is used for this purpose - or
- if the customer does not fulfill its obligation for the establishment or strengthening of securities in accordance with number 13 paragraph 2 of these terms and conditions or based on another agreement within an adequate period established by the bank.

If the important reason is based on the violation of a contractual obligation, then the termination is only permitted after the unsuccessful expiration of a deadline intended to provide remedy or after an unsuccessful notice, except if this is expendable due to the special circumstances of the individual case (§ 323 paragraph 2 and 3 of the German Civil Code).

(4) Termination of consumer loan contracts in case of arrears

If the German Civil Code provides special regulations for the termination due to arrears for the payback of a consumer loan contract, then the bank can only terminate in accordance with this regulation.

(5) Termination of a basic account contract

The bank can only terminate a basic account contract based on the agreements in the payment account law established between the bank and the customer and the regulations of the payment account law.

(6) Processing after a termination

In case of a termination without termination period, the bank will grant the customer an adequate deadline for the processing (especially for the payback of a loan), assumed that an immediate handling is not required (for example, the return of the check templates in case of the termination of a check contract).

Protection of the deposits**20. Deposit protection funds**

The scope of protection is regulated in §5, §7 and §8 of the deposit protection law (EinSiG). TEN31 Bank AG is allocated to the Entschädigungseinrichtung deutscher Banken (EdB) [compensation office of German banks]. In addition to all deposit types - essentially demand, time and savings deposits - the deposit protection includes also bearer savings bonds. Payables for which a bank issued bearer securities such as bearer certificates of indebtedness and bearer deposit certificates are - in contrast - not protected. The compensation entitlement does not exist if the deposits are not based on Euro or the currency of an EU member state. A compensation from a securities transaction is especially considered if the institute - contrary to obligation - is not in a position to return securities that are owned by the customer.

If you want additional information about deposit protection, please use the following link: www.edb-banken.de

Complaint options/ombudsman process**21. Complaint and alternative dispute resolution**

The customer has the following out of court options:

- The customer can file a complaint with the bank. The bank will reply to the complaint in a suitable manner in writing (for example, through a letter, fax or email).

- In addition, the customer has the option to complain at any time in writing or through a protocol at the Bundesanstalt für Finanzdienstleistungsaufsicht [Federal Financial Supervisory Authority], Graurheindorfer Straße 108, 53117 Bonn about violations of the bank against the payment services supervisory law (ZAG), §§ 675c to 676c of the German Civil Code (BGB) or against article 248 of the Introductory Act to the German Civil Code (EGBGB).

- In addition, the customer can at any time to submit a complaint to Deutsche Bundesbank, Taunusanlage 5, 60329 Frankfurt am Main about consumer loan and payment service contract violations by the bank or to send the complaint to Postfach 11 12 32, 60047 Frankfurt am Main.