

## Special Conditions for Dealings in Securities

These Special Conditions shall govern the purchase or sale as well as the safe custody of securities, even if the corresponding rights are not represented by certificates (hereinafter: "securities").

### Section 1 - Securities transactions

#### 1. Forms of securities transactions

##### 1.1 Commission transactions/fixed-price transactions

The Bank and the customer shall conclude securities transactions in the form of commission transactions (subsection 2) or fixed-price transactions (subsection 3).

##### 1.2 Commission transactions

If the Bank executes orders placed by its customer for the purchase or sale of securities in the capacity of a commission agent, it shall conclude for the customer's account a purchase or sale transaction with another market participant or a Central Counterparty (execution transaction) or it shall engage another commission agent (intermediate commission agent) to conclude an execution transaction. In electronic trading on an exchange, the customer's order may also be executed directly against the Bank or the intermediate commission agent if the terms and conditions for trading on the exchange permit this.

##### 1.3 Fixed-price transactions

If the Bank and the customer agree with each other on a fixed or determinable price for an individual transaction (fixed-price transaction), this shall result in a purchase contract; the Bank shall accordingly take delivery of the securities as purchaser from the customer or it shall deliver the securities as seller to the customer. The Bank shall charge the customer the agreed price plus – where interest-bearing bonds are concerned – accrued interest.

#### 2. Execution policies for securities transactions

The Bank shall execute securities transactions on the basis of its execution policy applicable at the time. The execution policy shall form part of the Special Conditions. The Bank shall be authorised to amend the execution policy in accordance with supervisory requirements. The Bank shall inform the customer of any amendments to the execution policy.

### Section 2 - Special rules for commission transactions

#### 3. Practices/notification/price

##### 3.1 Application of legal provisions/practices/business conditions

Execution transactions shall be subject to the legal provisions and business conditions (practices) for securities trading applicable at the execution venue; in addition, the General Business Conditions of the Bank's contracting party shall apply.

##### 3.2 Notification

The Bank shall notify the customer without undue delay of the execution of the order. If the customer's order was executed directly against the Bank or the intermediate commission agent in electronic trading on an exchange, this need not be notified separately.

##### 3.3 Price of the execution transaction/remuneration/expenses

The Bank shall charge the customer the price of the execution transaction; it shall be entitled to charge its remuneration. Any entitlement by the Bank to reimbursement of expenses shall be governed by the applicable statutory provisions.

#### 4. Requirement of an adequate credit balance/securities holding

The Bank shall be required to execute orders or to exercise subscription rights only to the extent that the customer's credit balance, a loan available for securities trading, or the customer's securities holding are adequate for execution. If the Bank does not execute all or part of the order, it shall advise the customer thereof without undue delay.

#### 5. Fixing of price limits

The customer may, when placing orders, stipulate to the Bank price limits for the execution transaction (orders with price limits).

#### 6. Period of validity of customer orders unlimited in time

##### 6.1 Orders without price limits

An order without price limits shall be valid in accordance with the execution policy (section 2) for one trading day only; if the order for same-day execution is not received in time to allow it to be dealt with in the normal course of business, it shall be valid for the next trading day. If the order is not executed, the Bank shall advise the customer thereof without undue delay.

##### 6.2 Orders with price limits

An order with price limits shall be valid until the last trading day of the current month (month-end). Unless it is executed on the same day, an order received on the last trading day of a particular month shall be valid in accordance with the execution policy (section 2) for the next month. The Bank shall advise the customer without undue delay of the period of validity of the customer's order.

#### 7. Period of validity of orders for the purchase or sale of subscription rights

Orders without price limits for the purchase or sale of subscription rights shall be valid for the duration of trading in such subscription rights. Orders with price limits for the purchase or sale of subscription rights shall become void upon expiry of the penultimate day of trading in such subscription rights. The period of validity of orders for the purchase or sale of foreign subscription rights shall be determined according to the relevant foreign practices. The handling of subscription rights belonging to the customer's securities holding on the last day of trading in subscription rights shall be governed by section 15 (1).

#### 8. Expiration of pending orders

##### 8.1 Dividend payments, other distributions, granting of subscription rights, capital increase from the issuer's funds

In the event of dividend payments, other distributions, the granting of subscription rights or a capital increase from the issuer's funds, orders with price limits for the purchase or sale of shares at German execution venues shall expire at the close of business on the trading day on which the shares, including the aforementioned rights, are last traded if the rules and regulations of the execution venue provide for expiration. In the event of a change in the portion of paid-in capital of partly-paid shares or in the nominal value of shares or in the event of a share split, orders with price limits shall expire at the close of business on the trading day preceding the day as of which such shares are quoted with an increased portion of paid-in capital or with the changed nominal value or with a share split.

##### 8.2 Suspension of the quotation

In the event that price determination does not take place at a German execution venue due to special circumstances affecting the issuer (suspension of the quotation), all customer orders for the securities concerned for execution at this execution venue shall expire if the terms and conditions of the execution venue provide therefor.

##### 8.3 Execution of customer orders at foreign execution venues

The execution of customer orders at foreign execution venues shall be governed in this respect by the customs and practices of the foreign execution venues.

##### 8.4 Notification

The Bank shall notify the customer without undue delay of the expiration of a customer order.

#### 9. Liability of the Bank in commission transactions

The Bank shall be liable for the proper settlement of the execution transaction by its contracting party or the contracting party of the intermediate commission agent. If the Bank engages an intermediate commission agent, it shall be liable, until the conclusion of an execution transaction, only for the exercise of due care in the selection and instruction of such agent.

### Section 3 - Settlement of securities transactions

#### 10. Settlement in Germany as a general rule

The Bank shall settle securities transactions in Germany, unless the following conditions or an agreement to the contrary provide for acquisition of the securities abroad.

#### 11. Acquisition in Germany

When settling a securities transaction in Germany, the Bank shall, if the securities are eligible for collective safe custody with the German central depository (Clearstream Banking AG), provide the customer with co-ownership of these collective securities deposits – collective securities account credit (GS-Gutschrift). If securities are not eligible for collective safe custody, the customer shall be provided with sole ownership of the securities. The Bank shall keep these securities for the customer physically segregated from its own holdings and from those of third parties (Streifbandverwahrung).

#### 12. Acquisition abroad

##### 12.1 Acquisition agreement

The Bank acquires securities abroad if

- it executes abroad purchase orders in domestic or foreign securities in the capacity of a commission agent, or
- it sells the customer by way of a fixed-price transaction foreign securities which are not traded in Germany either on or off-exchange, or
- it executes purchase orders in foreign securities in the capacity of a commission agent or sells the customer by way of a fixed-price transaction foreign securities which, although traded on or off-exchange in Germany, are customarily acquired abroad.

##### 12.2 Engagement of intermediate depositories

The Bank shall arrange for securities acquired abroad to be held in safe custody abroad. It shall engage another domestic or foreign depository (e.g. Clearstream Banking AG) or shall entrust one of its offices abroad with such safe custody. The safe custody of the securities shall be subject to the legal provisions and practices of the place of deposit as well as the General Business Conditions applying to the foreign depository or depositories.

##### 12.3 Crediting on current securities account

The Bank shall in the proper exercise of its discretion and with due regard to the customer's interests secure the ownership or the coownership of the securities or any other equivalent legal position as customary in the country of deposit and hold this legal position in a fiduciary capacity for the customer. It shall credit the customer in this respect on current securities account (WR-Gutschrift), indicating the foreign country in which the securities are located (country of deposit).

##### 12.4 Cover holding

The Bank need only fulfil the customer's delivery claims arising from the customer's credit on current securities account from the cover holding maintained by the Bank abroad. The cover holding shall comprise the securities of the same type held in safe custody for customers and the Bank in the country of deposit. A customer who has been credited on current securities account shall therefore bear proportionally any financial or legal prejudice, loss or damage affecting the cover holding caused by force majeure, riots, war, natural events or by reason of other interference by third parties abroad for which the Bank is not responsible or in connection with acts of domestic or foreign authorities.

##### 12.5 Treatment of consideration

If, according to subsection (4), a customer has to bear any prejudice, loss or damage in respect of the cover holding, the Bank shall not be required to refund the purchase price to the customer.

### Section 4 - Safe custody services

#### 13. Securities account statement

The Bank shall issue a securities account statement at least once a year.

#### 14. Redemption of securities/renewal of coupon sheets

##### 14.1 Securities held in safe custody in Germany

In the case of securities held in safe custody in Germany, the Bank shall attend to the redemption of interest and dividend coupons and redeemable securities upon their maturity. The countervalue of interest and dividend coupons and of matured securities of any kind shall be credited subject to actual receipt by the Bank, even if the instruments are payable at the Bank itself. The Bank shall procure new sheets of interest and dividend coupons (renewal of coupon sheets).

#### 14.2 Securities held in safe custody abroad

In the case of securities held in safe custody abroad, the duties referred to above shall be the responsibility of the foreign depository.

#### 14.3 Drawing and notice of repayment of bonds

In the case of bonds held in safe custody in Germany, the Bank shall monitor the date of redemption resulting from drawings and notices of repayment on the basis of the information published in the "Wertpapier-Mitteilungen". If bonds held in safe custody abroad are redeemable by a drawing made on the basis of their certificate numbers (number drawing), the Bank shall, at its choice, either allot to the customers in respect of the securities credited to them on current securities account certificate numbers for drawing purposes or distribute the amount falling to the cover holding among the customers by an internal drawing. This internal drawing shall be made under the supervision of an independent controller; alternatively, it may be made by utilising the services of a computer, provided an impartial drawing is assured.

#### 14.4 Redemption in foreign currency

If interest and dividend coupons as well as matured securities are redeemed in foreign currency or in units of account, the Bank shall credit the amount collected to the customer's account in such currency, provided the customer has an account in such currency. Otherwise the Bank shall credit the customer accordingly in euros, unless an agreement to the contrary has been made.

#### 15. Treatment of subscription rights/warrants/convertible bonds

##### 15.1 Subscription rights

The Bank shall notify the customer of the granting of subscription rights if an announcement to this effect has appeared in the "Wertpapier-Mitteilungen". Provided the Bank has not received any other instructions from the customer by expiry of the penultimate day of trading in such subscription rights, it shall sell at best all domestic subscription rights belonging to the customer's securities holding; the Bank may arrange for foreign subscription rights to be realised at best in accordance with the practices applying abroad.

##### 15.2 Option and conversion rights

The Bank shall notify the customer of the expiry of rights deriving from warrants or of conversion rights deriving from convertible bonds, requesting instructions, if the expiry date has been announced in the "Wertpapier-Mitteilungen".

#### 16. Communication of information

If information concerning the customer's securities is published in the "Wertpapier-Mitteilungen" or if the Bank is provided with such information by the issuer or by its foreign depository/intermediate depository, the Bank shall inform the customer thereof, to the extent that such information may materially affect the customer's legal position and notification of the customer is necessary in order to safeguard the customer's interests. Thus, the Bank shall in particular make known information on

- statutory compensation and exchange offers,
- voluntary purchase and exchange offers,
- reconstructions.

The customer need not be notified if the Bank does not receive the information in time or the measures to be taken by the customer are financially unreasonable because the costs incurred are out of proportion to the customer's possible claims.

#### 17. Duty to verify on the part of the Bank

The Bank shall verify once only at the time of lodgement of securities certificates by reference to announcements in the "Wertpapier-Mitteilungen" whether the certificates are affected by notices of loss (stops), suspensions of payment and the like. Verification by the Bank as to whether securities certificates are the subject of invalidation proceedings by public notice shall also be conducted after lodgement.

#### 18. Exchange, removal and destruction of certificates

##### 18.1 Exchange of certificates

The Bank may, without prior notice to the customer, comply with a call for surrender of securities certificates announced in the "Wertpapier-Mitteilungen", provided such surrender is manifestly in the customer's interests and does not involve an investment decision (e.g. following the merger of the issuer with another company or if the securities certificates are incorrect in content). The customer shall be advised thereof.

**18.2 Removal and destruction following loss of securities status**

the securities certificates held in safe custody for the customer lose their status as securities following extinction of the rights they represent, they may be removed from the customer's securities account for destruction. Certificates held in safe custody in Germany shall, where possible, be placed at the customer's disposal if so requested. The customer shall be advised of the removal, possible delivery and possible destruction of the certificates. If the customer fails to give any instructions, the Bank may destroy the certificates after expiry of a period of two months after dispatch of such advice to the customer.

**19. Liability**

**19.1 Safe custody in Germany**

If securities are held in safe custody in Germany, the Bank shall be liable for any fault on the part of its employees and the persons it engages in the fulfilment of its duties. If the customer has been credited on collective securities account, the Bank shall also be liable for fulfilment of the duties of the Clearstream Banking AG.

**19.2 Safe custody abroad**

If securities are held in safe custody abroad, the Bank's liability is limited to the exercise of due care in the selection and instruction of the foreign depo-

sitory or intermediate depository engaged by it. In the case of intermediate safe custody by the Clearstream Banking AG or another domestic intermediate depository as well as safe custody by one of its offices abroad, the Bank shall be liable for any fault on their part.

**20. Miscellaneous**

**20.1 Requests for information**

Foreign securities which are acquired or sold abroad or which a customer entrusts to the Bank for safe custody in Germany or abroad are usually subject to foreign law. Rights and duties of the Bank or the customer are therefore also determined by this law, which may also provide for disclosure of the customer's name. The Bank shall furnish corresponding information to foreign authorities and other offices where it is obligated to do so; it shall advise the customer thereof.

**20.2 Lodgement/transfer**

These Special Conditions shall also apply if the customer physically lodges domestic or foreign securities with the Bank for safe custody or arranges to have securities account credit balances transferred from another depository. If the customer requests safe custody abroad, the customer shall be credited on current securities account as provided for in these Special Conditions.