

Explanation of Major Amendments to our General Business Conditions of the Bank and Special Conditions for Payments effective 31 October 2009.

»Explanation of Major Amendments to our General Business Conditions of the Bank and Special Conditions for Payments effective 31 October 2009« is provided for your convenience only. The original German texts of the »Allgemeine Geschäftsbedingungen« (General Business Conditions of the Bank) and the »Sonderkonditionen zum Zahlungsverkehr« (Special Conditions for Payments) are binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, explanations or interpretations, those of the German original shall govern exclusively.«

1. General Business Conditions of the Bank

The General Business Conditions of the Bank have been amended in the following points:

• No. 1 para. 2 – Change mechanism

In the case of changes in the General Business Conditions and Special Conditions your revocation term of previously six weeks will be extended to two months in future. With respect to payment services (e.g. credit transfer conditions) you also have a special right of revocation.

• No. 7 para. 3 – Approval of direct debit charges from collection authorizations

The rule for approval of debit charges from collection authorizations/ direct debit mandates by silence as of the statement issue has been moved to the »Conditions for direct debit transactions (collection authorization/ direct debit mandate)« in the interest of clarity. No substantive changes have been made.

• No. 12. – Interest, fees and outlays

The changes in fees for typically long-term services used (account maintenance and custody management) will be governed by **No. 12 para. 5** in future. Your revocation right for changes is thereby extended from the previous six weeks to two months in future.

According to **No. 12 para. 7** interest and fees for consumer loan agreements and payment services with consumers for payments within Germany and other countries of the European Economic Region (EER), denominated in euro or an EER currency, will no longer be governed by the General Business Conditions but by the respective contractual agreements and special conditions.

– No. 19 para. 1 – Bank's cancellation rights

The cancellation period for a payment service contract (e.g. current account or card agreement) and for a custody account is extended from the previous six weeks to two months.

2. Special Conditions for credit transfers

We present all the rules relevant for clients in the Conditions including the List of Prices and Services. Thus we simultaneously fulfil our statutory information duties. More than ever the documents will become the informational guide for you as client.

The credit transfer conditions have been comprehensively revised due to statutory regulations. Since the new payments law treats domestic transfers and cross-border transfers the same, the conditions only distinguish between:

- domestic credit transfers and transfers in other countries within the European Economic Region (EER) denominated in euro or another EER currency (see No. 2) and
- Transactions with other states (e.g. credit transfers to the USA or transfers in Japanese yen, see No. 3).

The following rules warrant special attention:

• No. 1.2 Customer identification

The law requires us to define the customer ID governing the execution of transfers.

• No. 1.4 – Delivery of the credit transfer order to the Bank

The delivery rule is especially relevant for the computation of the execution period. The execution period is found in our List of Prices and Services (see here Nos. 2.2 and 3.2). Your order is deemed delivered when received by the facility provided for that purpose (e.g. submission of the order at our offices or receipt by the Online Banking server). If the credit transfer order is received at a time outside our regular business days, then the transfer order is deemed received only on the subsequent banking day. You can find our business days in our List of Prices and Services. Accordingly our business days are generally every working day except Saturdays and 24th and 31st December.

Please note that we must have received payment orders by the acceptance time posted at our receipt facilities (e.g. bank office or online banking server) or in our List of Prices and Services if they are to be deemed delivered on that business day.

• No. 1.5 – Revocation of credit transfer order

Under the new rules you are no longer allowed to revoke the credit transfer order once it has been delivered.

• No. 1.10 – Fees

Para. 1 governs the fees applicable to consumers for credit transfers within Germany and in other countries of the European Economic Region (EER)¹ denominated in euro or in another EER currency. Here the Conditions refer to applicable fees found in the List of Prices and Services. We will inform you of any changes no later than two months prior to their taking effect. They are deemed accepted if you do not object within this period.

Pursuant to *para. 2*, the provisions of No. 12 para. 1-6 of the GTC apply to all other cases (credit transfers by clients who are not consumers, as well as credit transfers to other countries).

• Nos. 2.1 and 3.1 – Required information

As under the previously valid credit transfer conditions, Nos. 2.1 and 3.1 define the information we need from you in order to execute the transfer. If we are unable to execute the transfer for any of the reasons indicated in No. 1.6 (terms of execution) we will inform you accordingly (see No. 1.7).

• Nos. 2.2 and 3.2 – Execution periods

Certain statutory execution periods apply to payment within Europe in European currency. Until 2012, these may still take up to three business days to process (electronic delivery), resp. four business days (documentary submission). In order to comply with these short periods, we are permitted to execute payments only using the account number/ sort code, resp. IBAN/ BIC (= customer ID, see No. 1.2). Therefore you ought to continue to assure the accuracy of this information. The specific execution periods for payment in Europe are published pursuant to No. 2.2 in the List of Prices and Services. In the case of credit transfers to other countries (e.g. USA) or in other currencies (e.g. Japanese yen), the principle applies by which execution can be processed as soon as possible.

• Nos. 2.3 and 3.3 – Refund and compensation for damages

Your claims for refund or damages in the event we make a mistake are governed by Nos. 2.3 and 3.3 of the Special Conditions for Credit Transfers. In Nos. 2.3.4 and 3.3 of the credit transfer conditions the options provided in §675e of the German Civil Code (BGB) are exercised to deviate from new statutory rules and to retain the previously standing liability principles (e.g. for credit transfers to countries outside Europe and credit transfers by clients who are not consumers). For you it is important that under the new payment law there are no further claims for refund or damages after the lapse of 13 months from the date of the debit entry. If you notice an inconsistency in payment you should therefore notify us immediately.

¹ The European Economic Region currently comprises the EU members: Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Austria, Poland, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland as well as Cyprus, and the countries of Iceland, Liechtenstein and Norway.

3. Conditions for direct debit transactions

Pursuant to the new legal requirements the direct debit procedures by customers are to be contractually documented in detail. Therefore we have created the following terms and conditions for direct debit payments based on the collection authorization / direct debit mandate procedures used for decades as well as the new rules for SEPA core direct debit mandates and taking the new payment law into account:

- Conditions for direct debit transactions (collection authorization / direct debit mandate)
- Conditions for direct debit transactions (debit advice mandate)
- Conditions for SEPA core direct debit mandate

We present the relevant rules in the Conditions together with the List of Prices and Services. Thus we simultaneously satisfy our statutory information duties.

The Conditions describe – according to the respective procedure – the authorization, collection, payment modality and redemption of collection authorizations. Moreover the Conditions govern your refund and damage claims in the event we should make a mistake. For you it is important that under the new payment law there are no further claims for refund or damages after the lapse of 13 months from the date of the debit entry. If you notice an inconsistency in payment you should therefore notify us immediately.

The fees for consumers are governed by Nos. 1.2.1 of the resp. Conditions. The Conditions refer to the fees posted in the List of Prices and Services. We will inform you of any changes no later than two months prior to their taking effect. They are deemed accepted if you do not object within this period. Pursuant to No. 1.2.2 of the respective Conditions, No. 12 para. 1 – 6 of the General Business Conditions apply to customers who are not consumers.

The essential characteristics of the aforementioned direct debit procedures governed in detail by the Conditions are the following:

a) Collection authorization / direct debit mandate

You can effect payment in euro to a payee through us using the collection authorization / direct debit mandate procedure. Here you authorise the payee to collect money amounts from your account by direct debit (collection authorization).

The payee triggers the respective payment by submitting the collection authorization to us via his payment service provider.

You retrospectively authorise this payment by approval of the corresponding direct debit charge to your account. You can revoke the debit entry arising from a collection authorization at any time prior to approval. The approval is deemed granted – as previously stipulated by No. 7 para. 3 GTC – if you do not revoke the debit entry within six weeks after receiving the bank statement containing the debit entry (see here No. 2.4, »Conditions for Direct Debit Transactions, Collection authorization / direct debit mandate«).

b) Direct debit transactions (debit advice mandate)

You can also effect payments in euro to a payee through us by means of debit advice mandate (also standing orders). In order to execute payments using the debit advice mandate you must – in contrast to the direct debit mandate – as in the past, provide us direct instructions that your account is to be charged by the debit advice mandate and to transfer the debit mandate amount to the service provider of the payee (debit order).

The payee triggers the respective payment transaction by submitting a debit order via his payment service provider.

In the case of an authorized payment based on a debit advice mandate you cannot demand from the bank the refund of the amount debited after it has been collected (see No. 2.5, »Conditions for direct debit transactions, Debit advice mandate«).

c) SEPA core direct debit mandate

The new payments law creates the uniform framework for a direct debit mandate that you can use throughout Europe. With the – new – SEPA core direct debit mandate you can render payments in euro through us to payees within the Single European Payments Area (see the annex to the Conditions for list of member countries).

To execute payments using SEPA direct debit mandates the payee and his payment service provider must first use the SEPA core direct debit mandate procedure. In addition, you have to issue the SEPA direct debit mandate to the payee prior to the payment transaction. The mandate is described in No. 2.2.1 of the »Conditions for SEPA core direct debit mandate«.

The payee triggers the respective payment transaction when he submits to us the SEPA core direct debit mandate via his payment service provider.

In the event you object to a SEPA core direct debit mandate from the payee, you can demand refund of the amount charged by the debit mandate within eight weeks of the date of debit entry without stating any grounds (see No. 2.5, »Conditions for SEPA core direct debit mandate«).

4. Conditions for Online Banking

The Conditions for Online Banking summarize the previous

- »Conditions for Account/ Custody related use of Online Banking with PIN and TAN (with TAN lists or TAN generator)« and
- »Conditions for Account/ Custody related use of Online Banking with electronic signature (Home banking conditions)«.

Thus there are now uniform rules, regardless of whether you use the Online Banking with PIN/TAN or with electronic signature. The authentication instrument and personal security attributes (passwords) have been presented in No. 2 of the Conditions. You can continue to use the method agreed with us (e.g. PIN/ TAN) as before.

The Conditions contain all the Online Banking rules relevant for customers using our online banking service. Thus we simultaneously fulfil our statutory information duties. In the Conditions above all, the rules for blocking, for careful handling of PIN/TAN resp. the signature medium as well as liability for improper online banking use, have been adapted to the new payment law.

Worthy of special attention are:

• No. 7.2 – Secrecy of personalised security attributes (passwords) and secure storage of authentication instruments.

We have updated the due care to be taken for secure online banking in accordance with the state of technical development.

• No. 10.2 – Limitation of account holder's liability

After you have had your online banking access blocked for security reasons (e.g. loss of TAN list), you are not liable for any subsequent damage. Prior to the blocking notification your liability for unauthorised online banking use is limited to EUR 150. This limit does not apply however if you intentionally disregard the due care requirements or are grossly negligent in violating them.

5. Conditions for giro card

We present all the rules relevant for clients in the Conditions including the List of Prices and Services. Thus we simultaneously fulfil our statutory information duties. More than ever the documents will become the informational guide for you as client.

The conditions for the giro card have been adapted to the new payment law above all with respect to blocking the card, due care in handling the card and PIN as well as liability in the case of improper use of the card.

The fees for the consumer are governed by A.II.10 para. 1 – 3 of the Conditions. The Conditions refer here to the fees posted in the List of Prices and Services. We will inform you of any changes no later than two months prior to their taking effect. They are deemed accepted if you do not object within this period. Pursuant to A.II.10 para. 4 of the Conditions, No. 12 para. 1 – 6 of the General Business Conditions apply to customers who are not consumers.

Worthy of special attention are:

• A.II.5 – Blocking and forfeiture of the card

We have revised the prerequisites according to which we can block and withdraw the card to comply with the law. Naturally we will inform you immediately, as in the past, should we have to block the card, e.g. for security reasons.

- **A.II.12.4 – Limitation of the bank's liability**

Under the new payment law any of your claims for refund or damages expire after the lapse of 13 months from the date of the debit entry. If you notice an inconsistency in payment you should therefore notify us immediately.

- **A.II.13 – Limitation of the account holder's liability**

After you have reported the loss of your giro card TAN, you are not liable for any subsequent damage. Prior to the blocking notification your liability for unauthorised card use is limited to EUR 150. This limit does not apply however if you intentionally disregard the due care requirements or are grossly negligent in violating them.

6. Conditions for MasterCard

We present all the rules relevant for clients in the Conditions including the List of Prices and Services. Thus we simultaneously fulfil our statutory information duties. More than ever the documents will become the informational guide for you as client.

The conditions for the MasterCard have been adapted to the new payment law above all with respect to blocking the card, due care in handling the card and PIN as well as liability in the case of improper use of the card.

The fees for consumers are governed by No. 10 para. 1 – 3. The Conditions refer here to the fees posted in the List of Prices and Services. We

will inform you of any changes no later than two months prior to their taking effect. They are deemed accepted if you do not object within this period. Pursuant to No. 10 para. 4 of the Conditions, No. 12 para. 1 – 6 of the General Business Conditions apply to customers who are not consumers.

Worthy of special attention are:

- **No. 11.4 – Limitation of the bank's liability**

Under the new payment law any of your claims for refund or damages expire after the lapse of 13 months from the date of the debit entry. If you notice an inconsistency in payment you should therefore notify us immediately.

- **No. 12.1 – Limitation of the account holder's liability**

After you have reported the loss of your MasterCard, you are not liable for any subsequent damage. Prior to the blocking notification your liability for unauthorised card use is limited to EUR 150. This limit does not apply however if you intentionally disregard the due care requirements or are grossly negligent in violating them.

- **No. 18 – Withdrawal and blocking of the MasterCard**

We have revised the prerequisites according to which we can block and withdraw the card to comply with the law. Naturally we will inform you immediately, as in the past, should we have to block the card, e.g. for security reasons.