

## AGREEMENT REGARDING THE BUSINESS RELATIONSHIP

for GmbH \* in formation / AG \*\* in formation

Customer (company name and address)	Industry						
	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Telephone ***</td> <td style="width: 40%;">Fax ***</td> </tr> <tr> <td colspan="2">Mobile phone ***</td> </tr> <tr> <td colspan="2">E-mail address ***</td> </tr> </table>	Telephone ***	Fax ***	Mobile phone ***		E-mail address ***	
Telephone ***	Fax ***						
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\* Equivalent to limited liability company under German law

\*\* Equivalent to public limited / joint stock company under German law

\*\*\* Optional information

### Information for tax liability

- Domiciled for tax purposes (unlimited in Germany, i.e. all income subject to tax)       Non-domiciled for tax purposes (limited tax liability in Germany, i.e. some income subject to tax)

### Entrepreneur

The customer is an entrepreneur. The customer concludes contracts relating to banking products exclusively as an entrepreneur in the course of his commercial or self-employed business. In particular, the customer's accounts and securities accounts are not intended for the personal use of the customer or of one of the persons authorised to act as a representative vis-à-vis the Bank.

### GmbH in formation / AG in formation

The company is yet to be entered into the commercial register. Application for such entry has been / will be\*\*\*\* made. Upon entry of the company into the commercial register, I/we shall immediately inform the Bank and provide it with a certified excerpt from the commercial register. Upon registration of the company in the commercial register all rights and obligations arising from the business relationship between the GmbH in formation/AG in formation and the bank pass by operation of law as a whole to the GmbH/AG.

\*\*\*\* delete where inappropriate

#### 1 Contracts relating to bank products

The Bank and the customer may conclude numerous contracts relating to banking products without a signature, in particular contracts for opening accounts and securities accounts and for ordering bank cards. The customer shall receive the main contractual terms in text form. Customers shall be obliged to check that the details supplied are complete and accurate. If this is not the case, they must notify the Bank immediately.

#### 2 Right of representation

Persons who are authorised representatives vis-à-vis the Bank shall be entered in a separate form listing authorised representatives. The right of representation shall apply to all future accounts/securities accounts in the absence of an agreement to the contrary. If a right of representation declared to the Bank is changed or expires, the customer shall notify the Bank immediately, and if possible in writing as evidence. This obligation to notify the Bank shall also apply where such right of representation is entered in an official register (e.g. the Commercial Register) and where any change or expiry is entered in such register.

#### 3 Current account agreement, account balancing period

Accounts shall be operated as current accounts, unless otherwise agreed (e.g. savings account). The Bank shall issue periodic account statements for current accounts at the end of each account balancing period. The legal effects of balancing statements and the obligation to check their contents and to raise objections, if necessary, are set forth in Number 7 of the General Business Conditions.

#### 4 Payment services framework contract

A payment services framework contract relating to various payment transaction services shall also be concluded if a customer opens an account that is intended for payment transactions. The fees and expenses for individual payment services ensue from the agreements between the Bank and the account holder, the List of Prices and Services and the General Business Conditions of the Bank. The Bank shall inform the customer of accruing fees in relation to individual payment transaction services in accordance with the statutory provisions and the agreements concluded. The Bank is also authorised to inform the account holder of accruing fees upon the issue of the periodic account statement, unless otherwise agreed. § 675d (1) Sentence 1, (2) to (4), § 675f (4) Sentence 2, § 675g, § 675h of the German Civil Code (BGB) shall not apply.

#### 5 Bank cards

The Bank shall send any bank cards ordered by the customer and the corresponding PIN, as well as subsequent cards, particularly on expiry, to the address given to the Bank. This shall apply until revoked. Revocation must be in writing, to provide evidence. The Bank must be notified if the bank card and the corresponding PIN are to be sent to a different address. For security reasons, the customer receives the relevant PIN under separate cover. If the customer does not receive the bank card or PIN within one week after the application, he/she shall notify the Bank immediately.

#### 6 Communications from the Bank

The Bank shall communicate with the customer by post or using the statement printer. Furthermore, the customer and the Bank agree to use Direct B@nking as a means of electronic communication, if the customer participates in Direct B@nking.

#### 7 Customer's duty to cooperate in accordance with the German Money Laundering Act

Under the terms of the German Money Laundering Act, customers are obliged to provide the information and documentation necessary to identify themselves. Furthermore, when contracts are concluded, in particular when opening an account or securities account, they must specify whether they are acting on behalf of a different economic beneficiary and, under the terms of the German Money Laundering Act, provide the information and documentation required to identify the economic beneficiary. They are obliged to inform the Bank immediately of any changes to the information made available to the Bank that arise in the course of the business relationship, as stipulated in the German Money Laundering Act.

#### 8 Information for tax liability

The customer is obliged to inform the Bank immediately of any changes to his tax liability (see above under »Information for tax liability«).

#### 9 Termination

In accordance with the General Business Conditions, this agreement can be terminated at any time by the customer without giving any advance notice; it may be terminated by the Bank subject to an appropriate notice period. Other contracts between the customer and the Bank, in particular existing contracts relating to bank products, shall remain unaffected by the termination of this agreement.

#### 10 Note regarding data protection

The Bank has commissioned UniCredit Direct Services GmbH, a wholly-owned subsidiary of UniCredit Bank GmbH, to operate telephone banking and the technical hotline for Direct B@nking. UniCredit Direct Services GmbH is contractually obliged to process data received for the purpose of providing its services solely in line with the Bank's instructions. The data held by UniCredit Direct Services GmbH relating to account/securities account holders are subject to the same banking secrecy stipulations and the German Data Protection Act provisions as those applicable within the Bank. Disclosure of the data to third parties is prohibited.

**11 Notice on the processing of personal data in accordance with the EU Transfer of Funds Regulation**

»Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds« (EU Transfer of Funds Regulation) serves the purposes of preventing, detecting and investigating money laundering and terrorist financing where funds are transferred. It obligates the Bank, when executing transfers of funds, to verify and transmit information on the payer and the payee. This information comprises the name and unique identifier of the payer and the payee, plus the payer's address.

In the case of payments made within the European Economic Area (EEA), transmission of the payer's address can initially be dispensed with, though it may be requested by the payee's payment service provider. When indicating the payer's name and, if necessary, address, the Bank uses the data stored in its systems to comply with the statutory requirements. The Regulation ensures that the payer and the payee are always clearly identifiable from the payment data sets themselves. This also means that the Bank is required to verify payment data, to answer inquiries from other banks about the identity of the payer or the payee and to make such data available to the competent authorities on request.

**12 Inclusion of business conditions**

The business relationship shall be subject to the Bank's General Business Conditions. In addition, special conditions which contain deviations from or supplements to the General Business Conditions shall apply to individual business relationships. In particular, this includes conditions for credit transfers, direct debits, standing orders, cheque transactions, authorised overdrafts, HVB girocards/ecCards, HVB ServiceCards and savings cards, conditions for savings accounts and special conditions for forms of savings certificates; special conditions for securities transactions; execution policies for transactions in financial instruments, participation agreement and conditions for HypoVereinsbank telephone banking, special conditions for HypoVereinsbank Direct B@nking.

Furthermore, customers may refer to all the conditions and the List of Prices and Services in particular at the Bank's offices or on the HypoVereinsbank homepage ([www.hvb.de](http://www.hvb.de)) or have them made available on request. Account holders may also request that the conditions and the List of Prices and Services be sent to them at a later date.

Place, date

Signature(s) of managing director(s) or board member(s)

**Declaration of subscribers / founding members**

The subscribers/founding members agree to this agreement. As well they agree to the conclusion of contracts relating to banking products, especially the opening of current/security accounts, by the future managing directors / board members during the founding phase. During the founding phase the future managing directors / board members are already empowered to appoint the persons, who shall be authorised representatives vis-à-vis the Bank, within the form Power of Representation.

Signature(s) of all founding member(s)

To suspend access to your account, please call the following hotlines at any time:

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**For internal bank use only (Identification of the persons making the Agreement regarding the Business Relationship)**

	Last name, first name	Date of birth*	Private address in full	Identification
1		Date of birth* _____ Place of birth _____ Nationality _____		ID _____ For identification data, see partner no. _____ Issued by _____ Issued on _____ Valid until _____ Passport Number _____
2		Date of birth* _____ Place of birth _____ Nationality _____		ID _____ For identification data, see partner no. _____ Issued by _____ Issued on _____ Valid until _____ Passport Number _____
3		Date of birth* _____ Place of birth _____ Nationality _____		ID _____ For identification data, see partner no. _____ Issued by _____ Issued on _____ Valid until _____ Passport Number _____
4		Date of birth* _____ Place of birth _____ Nationality _____		ID _____ For identification data, see partner no. _____ Issued by _____ Issued on _____ Valid until _____ Passport Number _____
5		Date of birth* _____ Place of birth _____ Nationality _____		ID _____ For identification data, see partner no. _____ Issued by _____ Issued on _____ Valid until _____ Passport Number _____

\* DD,MM,YYYY

Partner no.  
 \_\_\_\_\_

Identification documents

Inspected original document

For identification data, see partner no. \_\_\_\_\_

Place, date  
 \_\_\_\_\_

Signature and name stamp of bank officer  
 \_\_\_\_\_