

SUPER-USER POWER OF ATTORNEY CONDITIONS

effective from 6 March 2026

The company (the »Customer«) grants the persons notified to UniCredit Bank GmbH (»the Bank«) power of attorney for product categories (»Super-Users«). These Conditions govern the details of the power of attorney granted by the Customer to the Super-User.

1. Scope of authority within the product categories

1.1. All business transactions and legal acts within the product category

The Super-User represents the Customer in respect of the selected product category. Within such product category, the Super-User may, on behalf of the Customer, carry out all business transactions and legal acts associated with the respective product category (see No. 2) , unless these Conditions provide for an express exception (see No. 1.2.).

1.1.1.Examples of business transactions and legal acts

Depending on the product category, the Super-User can, for example, carry out the following transactions and legal acts:

- Conclude, amend and terminate contracts for the Bank's products and services, and carry out all related business transactions and legal acts (e.g., managing accounts, issuing guarantee orders, concluding over-the-counter financial futures contracts).
- Conclude, amend, and terminate platform agreements, or agreements regarding the use of the Bank's digital access channels.
- Agree on and change fees with the Bank.
- Open accounts with the Bank that are necessary for processing business transactions and legal acts, including payment accounts.
- Make unilateral declarations to the Bank, e.g. complying with a contractual or statutory duty of cooperation.
- Receive and acknowledge statements and other declarations from the Bank, including notices of termination, and raise any objections and
- Granting sub-powers of attorney (see No. 1.1.2)

This list is only exemplary and not exhaustive.

For the avoidance of doubt, the Super-User's authority also applies to business transactions and legal acts that the Customer carries out on behalf of third parties.

1.1.2.Grant of sub-powers of attorney by the Super-User to Users

The Super-User may, within the product category assigned to him, on behalf of the Customer, also grant, amend and revoke powers of attorney (hereinafter referred to as »sub-powers of attorney«) to any persons (hereinafter referred to as »Users«).

The Super-User determines the User and the scope of the sub-power of attorney granted to that User. The Bank provides forms with selection options for this purpose, depending on the Bank's product or service to which the sub-power of attorney relates.

Users authorized by the Super-User represent the Customer.

The sub-powers of attorney of these Users remain valid even where the Super-User's power of attorney ends (e.g. because the Customer revokes the Super-User's power of attorney).

Users are not authorized to grant sub-powers of attorney.

1.1.3.Super-User's User rights

By granting the power of attorney, the Customer simultaneously grants the Super-User all rights of a User within the product category assigned to the Super-User (»Super-User's User rights«). The authorization to exercise granted to the Super-User, whether »individually« or »in pairs«, also applies to the Super-User's User rights.

For procedural or technical reasons related to banking processes, it may nevertheless be necessary for the Super-User to grant a »sub-power of attorney« from the Customer to themselves as a User, thereby defining, among other things, the specific scope of their own User position on the Bank's forms for the »sub-power of attorney.« However, this is not a sub-power of attorney in the legal sense.

If the sub-power of attorney, in accordance with the Bank's form, extends the power of attorney granted to the Super-User, e.g., the Super-User with the authorization to exercise »in pairs« receives a User right with the authorization to exercise »individually«, this constitutes a sub-power of attorney of the Customer in the legal sense.

1.2. Transactions and legal acts not covered by this power of attorney

The Super-User is not authorized to perform the following legal acts and transactions within the product category:

- The Super-User is not authorized to appoint further Super-Users.
- Furthermore, the Super-User may not carry out those transactions or legal acts that are expressly listed as exceptions for the respective product category (see No. 2).

1.3. Power of attorney for multiple product categories

The Super-User can also be authorized in respect of multiple product categories. In these Conditions, the term 'product category' refers to each product category assigned to the Super-User.

2. Product category

The power of attorney for a product category encompasses all business transactions and legal acts related to the Bank's contracts, banking products, or services mentioned within the product category.

2.1. Product category Account, Card, Cash Management Products

This product category includes all business transactions and legal acts related to:

- Accounts and framework contracts on payments services of all kinds,
- Processing of payments via payment accounts including checks,
- all types of payment cards (e.g. debit cards, credit cards),
- the Customer's participation in payment methods for cashless payments in stores (e.g. at the point of sale) and in distance selling/e-commerce,
- Buying and selling foreign currency and cash exchange transactions,
- Cash Management Products: Services or products for controlling, planning, monitoring and ensuring financial and liquidity positions (e.g. through cash pooling products, virtual accounts),
- Data transfer to and from third parties (e.g. with DATEV, credit institutions),
- Deposit and savings accounts (»Geldanlagekonten«), e.g., call deposit accounts, fixed-term deposit accounts, savings accounts and
- Safe deposit boxes.

The Super-User is entitled to make use of a granted overdraft facility and to make use of temporary tolerated overdrafts to the extent customary in banking.

Exception:

The Super-User of this product category is not permitted to conclude or modify credit agreements.

2.2. Product category Investment

This product category includes all business transactions and legal acts related to:

- Securities including investment funds (especially UCITS, AIFs, ELTIFs)
- Exchange-traded options and futures
- Securities accounts (»Depots«)
- Deposit and savings accounts (»Geldanlagekonten«), e.g. call deposit account, fixed-term deposit account, savings account

This product category also includes the provision of necessary collateral from the Customer's assets for the aforementioned transactions.

Exception:

The Super-User may not grant sub-power of attorney to conclude asset management agreements and securities account agreements.

2.3. Product category OTC trades and Money Market

This product category includes all business transactions and legal acts related to:

- Over-the-counter (OTC) financial derivatives, including over-the-counter futures and
- over-the-counter cash transactions

each related to one or more underlying assets, for example interest rates, foreign exchange, commodities, emission rights.

This product category includes money market instruments including overnight and fixed-term deposits (regardless of their maturity).

This product category also includes the provision of necessary collateral from the Customer's assets for the aforementioned transactions.

Exception:

The Super-User may not grant sub-power of attorney to conclude framework agreements, in particular the framework agreement for financial futures transactions (»Deutscher Rahmenvertrag für Finanztermingeschäfte« - DRV) and ISDA Master Agreements.

2.4. Product category Credit and Working Capital Management

This product category includes all transactions and legal acts related to bilateral loans and working capital management products. This also includes the provision and release of standard bank collaterals (excluding mortgages).

Bilateral loans include, among other things, overdraft facilities, guarantee loans, and bank loans. Structured financing and/or syndicated loans are **not included**.

Working capital management products include, among other things, receivables purchases and reverse factoring programs, as well as related payment services.

Exception:

The Super-User of this product category is not permitted to grant sub-powers of attorney for the conclusion of loan agreements.

2.5. Product category Bank guarantees and Foreign Trade

This product category includes all business transactions and legal acts related to:

- Sureties
- Letters of credit
- Bank guarantees
- Documentary collection

including the use of credit or other framework agreements that the Customer has concluded with the Bank.

Exception:

The Super-User of this product category is not permitted to conclude or modify credit agreements.

2.6. Product category General Administration

This product category includes all transactions and legal acts that affect the company and its business relationship with the Bank as a whole and cannot be clearly assigned to one of the other product categories. This may include the conclusion of framework agreements for the entire business relationship, the granting of powers of attorney for receiving correspondence covering multiple products, the application for certificates covering multiple products, and similar matters.

3. Super-User's authorization to exercise

3.1. Authorization to exercise »single« or »joint«

When granting power of attorney to the Super-User, the Customer determines whether the Super-User may represent the Customer individually (authorization to exercise: »single«) or jointly with one other Super-User of the same product category (authorization to exercise: »joint«).

3.2. Special regulations for the authorization to exercise »joint«

3.2.1. Representation by Super-User and legal representative

The Super-User with the authorization to exercise »joint« may also act together with one legal representative or authorized signatory (»Prokurist«) of the Customer. This also applies if the legal representative or authorized signatory (»Prokurist«) is only authorized together with one other legal representative or authorized signatory (»Prokurist«).

3.2.2. Transactions that the Super-User with the authorization to exercise »joint« may carry out individually

The Super-User with the authorization to exercise »joint« is also entitled to carry out the following transactions and legal acts individually:

- Receipt of statements from the Bank
- Granting of powers of attorney to other persons authorizing them to receive declarations and documents
- Revocation of powers of attorney granted to Users

4. Exemption from Section 181 of the German Civil Code (Bürgerliches Gesetzbuch (BGB))

The Super-User is exempt from the restrictions of Section 181 of the German Civil Code.

5. Granting of an external power of attorney

5.1. Power of attorney to the Super-User as an external power of attorney

The power of attorney granted to the Super-User is an external power of attorney (»Außenvollmacht«) that the Customer grants to the Bank. The scope of the external power of attorney and the authorization to exercise are governed exclusively by these Conditions.

5.2. Power of attorney to the Super-User as an independent power of representation

The external power of attorney granted to the Super-User exists alongside any other statutory or contractual power of representation that may be held by the person authorized as Super-User. **The Super-User's external power of attorney is therefore independent of whether and to what extent the other power of representation continues to exist. This also applies if the other power of representation or its termination is registered in a public register** (e.g., as an authorized partner in a partnership, a corporate representative of a legal entity, or as an authorized signatory (»Prokurist«)).

5.3. Acting vis-à-vis the Bank based on the power of attorney as a Super-User

When the Super-User acts vis-à-vis the Bank, they do so on the basis of the external power of attorney granted to them herewith. This does not apply if the Super-User expressly invokes a power of representation granted elsewhere, either by law or by contract (e.g. in the case of revocation of this external power of attorney; see No. 6 of these Conditions).

5.4. Additional regulations for the Customer's legal representative as a Super-User

5.4.1. Power of attorney to the legal representative as Super-User

The Customer may also grant power of attorney as a Super-User to a person who is also the Customer's legal representative or the Customer's authorized signatory (»Prokurist«). In this case, the preceding No.s 5.1 to 5.3 also apply.

5.4.2. Acting on the basis of statutory power of representation only in exceptional cases

Should the granting of external power of attorney be invalid for legal reasons (e.g. due to the restrictions of Section 181 of the German Civil Code), the legal representative designated as the Super-User acts on behalf of the Customer vis-à-vis the Bank by virtue of their statutory power of representation. However, the authorization to exercise that the Customer specifies when granting power of attorney to the legal representative as Super-User takes precedence in business transactions with the Bank. This only changes if the legal representative invokes a different statutory power of representation vis-à-vis the Bank.

This also applies in case an authorized signatory (»Prokurist«) is designated as the Super-User.

Notice:

The Bank is introducing the Super-User role step-by step. The Super-User is initially able to operate mainly in the Corporate Portal. The Bank intends to continuously expand the functions available to the Super-User within and outside the Corporate Portal.

The Customer's obligation to notify the Bank of changes to a power of representation registered in a public register (currently No. 11 paragraph 1 of the Bank's General Business Conditions) remains unaffected.

6. Validity period of the external power of attorney

6.1. Revocation of external power of attorney

The power of attorney granted to the Super-User remains in effect until the Customer revokes it vis-à-vis the Bank or vis-à-vis the Super-User (see No. 6.2). For evidentiary purposes, the revocation should preferably be made in text form.

6.2. The external power of attorney only expires upon notification to the Bank.

If the Customer revokes the power of attorney granted to the Super-User vis-a-vis the Super-User, they must inform the Bank immediately, preferably in text form for evidentiary purposes. In this case, the Super-User's power of attorney only expires upon notification to the Bank (Section 170 German Civil Code), unless the Bank is aware of the revocation of the power of attorney or should have been aware of it (Section 173 German Civil Code).

If the Customer revokes the power of attorney granted to the Super-User vis-a-vis the Super-User, the Customer is also obliged to notify the Bank of the revocation if the Super-User, in addition to the power of attorney granted to him, also has a power of representation on another basis which is entered in a public register, and its expiry or its amendment is entered in this register.

6.3. No revocation of the power of attorney as a Super-User by another Super-User.

An external power of attorney granted to a Super-User may only be revoked by the Customer's legal representative or by a representative authorized by the Customer, e.g. an authorized signatory (»Prokurist«). An external power of attorney granted to one Super-User may not be revoked solely on the basis of an external power of attorney granted to another Super-User.

6.4. Continued validity of sub-powers of attorney granted by the Super-User

Sub-powers of attorney granted by the Super-User to Users remain valid even after the Super-User's authorization is revoked or otherwise expires. A sub-power of attorney granted by the Super-User to a User therefore only expires if the Customer revokes it separately.

7. Applicability of German law

German law shall apply to the granting of power of attorney.