

**TERMS AND CONDITIONS TO THE ONLINE AGREEMENT
FOR CORPORATE CUSTOMERS¹**

As of: 13. January 2018

1 Service Offering

The Bank provides the Customer with electronic access via the Remote Data Transmission (RDT procedure). Access is subject to the »Terms and Conditions of Remote Data Transmission« (RDT Conditions) unless otherwise regulated in the »Terms and Conditions to the Online Agreement for Corporate Customers«.

2 Definitions

Unless otherwise indicated in these »Terms and Conditions to the Online Agreement for Corporate Customers«, the terms used here have the same meanings as defined in the RDT Conditions. Notwithstanding the terminology in the RDT Conditions, Customer and authorised representatives are referred to below as »Users«. »Users« and »Technical Participant« are referred to collectively as »Participants«.

3 Electronic Access Paths

A separate agreement shall be concluded for the use of the access paths offered by the Bank.

The Bank is authorised to delete all electronic access paths of the Customer and those of its Participants if at least one Participant is not initiated according to the RDT Conditions by means of an initiation protocol within 6 months after the receipt of the first confirmation letter. The Bank will inform the Customer accordingly.

4 Representation authority**4.1 User and Technical Participant²**

The Customer and the Bank will specify the Users and the Technical Participants and their representation authority with regard to the individual accounts separately. The Customer will inform the authorised persons of the scope of their individual power of representation.

**4.2 Scope of representation authority
for future banking products**

The representation authority of the Participants will remain valid, unless the Customer notifies the Bank otherwise, for the applicable electronic access path provided the Participants are registered for this access path, to the same extent for all future Bank products/services. For documentation purposes, the notification pursuant to sentence 1 above should be provided in writing.

4.3 Modification / termination of the representation authority

The Customer must notify the Bank, without delay and, if possible – for documentation purposes – in writing, of the modification or termination of any Participant's representation authority previously announced to the Bank. This also applies if the representation authority was recorded in a public register (e.g. the Commercial register) and the termination or modification is also entered in the said register.

4.4 Automatic termination of authorised representation

A Participant must be initialised according to the RDT Conditions under an initiation protocol within 12 months of the receipt of the confirmation letter naming the Participant as an authorised representative for the first time. Otherwise the Bank is authorised to delete all electronic access paths of the Participant. The Bank will then inform the Customer about the deletion of the Participant in a confirmation letter.

**4.5 Insufficient representation authority for transmitted files
(distributed electronic signature)**

If the representation authority is insufficient for transmitted files (e.g. missing electronic signature, missing second signature) and provided that the possibility of distributed electronic signature exists according to the »Terms and Conditions of Remote Data Transmission« (RDT Conditions), the file will be forwarded to the distributed electronic signature – i.e., the file will initially be placed in the interim storage at the Bank. This will be noted in the remote data transmission log (RDT log). Upon expiry of the term stipulated in the RDT conditions, the file will be deleted. If there is no possibility for distributed electronic signature, the file will not be executed. This will also be noted in the RDT log.

5 Copyright protection

The content made available via the electronic access paths, and especially the information, data, texts, image materials and functions contained therein, are subject to copyright protection. By using them, the Participant acquires no rights of his own. Depending on the function in question, however, the Customer may copy or otherwise use certain content for its business purposes, provided that the Customer makes reference to the copyrights of the Bank. The Participant will use the electronic access paths and the content contained therein (including third-party software) only for the Customer's own business purposes and will not make them available to third parties; they will treat all content as confidential, will not remove or obscure any references to the copyrights of the Bank or its suppliers, and will not use trademarks, domain names and other signs of the Bank or third parties without their consent.

6 Country-specific restrictions

In some countries, the use of certain content via electronic access paths is not allowed or is restricted or subject to additional requirements, so that it may not be permitted in individual cases to retrieve such content in these countries. Prior to using the access paths, the Customer must make enquiries as to whether country-specific restrictions exist and see to it that the Users comply with them.

7 Foreign Exchange Regulations

With regard to cross-national payment transactions, the Customer itself shall make enquiries about the applicable foreign exchange regulations of the countries in question.

8 Miscellaneous

The »Online Agreement for Corporate Customers« is subject to German law. German law also applies to all non-contractual claims that may result from or arise in connection with the »Online Agreement for Corporate Customers«.

The place of jurisdiction for the »Online Agreement for Corporate Customers« and for all non-contractual claims that may result from or arise in connection with it, is Munich, Germany.

Notes:

- 1) Conditions for Customers who are not consumers
- 2) Powers of attorney to operate accounts or custody accounts currently in force or granted in the future will remain in effect alongside the representation authority for electronic access paths.