

# General Terms and Conditions of Business

Version: March 2018

The Bank is affiliated with BVR Institutssicherung GmbH and the protection scheme of the Federal Association of German Cooperative Banks (Bundesverbandes der Deutschen Volksbanken und Raiffeisenbanken e.V.).

## Basic provisions applicable to the relationship between the customer and the Bank

### 1 Scope of application and amendments to these General Terms and Conditions of Business as well as special terms for individual business relations

#### (1) Scope

These General Terms and Conditions of Business shall apply to all business relationships between the customer and the Bank's domestic branch offices (hereinafter referred to as the "Bank"). In addition, special terms shall apply to individual business relations (e.g. to securities business, payment transactions and savings products) which differ from or supplement these General Terms and Conditions of Business; they shall be agreed with the customer upon the opening of an account or upon the submission of an order. If the customer also has business relations with foreign branch offices, the Bank's lien (paragraph 14 of these Terms and Conditions of Business) shall also cover the claims of such foreign branch offices.

#### (2) Amendments

Amendments to these Terms and Conditions of Business and to any special terms shall be submitted to the customer in text form not less than two months before the date on which it is proposed that they should take effect. If the client has agreed to use an electronic means of communication with the Bank as part of the business relationship (e.g. online banking), the amendments may also be submitted by means of that communication channel. The customer can either consent to or reject the amendments before the proposed effective date. They shall be deemed to have been approved if the customer has not raised any objection thereto by the date on which it is proposed that they should take effect. When submitting the proposed amendments, the Bank shall specifically draw the customer's attention to this assumption of tacit consent. Where amendments to the terms of payment services (e.g. transfers) are submitted to the customer, they shall be entitled to cancel the payment services contract affected by the amendment with no notice period and at no cost prior to the date on which it is proposed that the amendments should take effect. When submitting the proposed amendments, the Bank shall specifically draw the customer's attention to this right to cancellation.

## 2 Banking secrecy and banking information

### (1) Banking secrecy

The Bank shall be required to maintain confidentiality regarding any customer-related data and assessments of which it gains knowledge (banking secrecy). The Bank may divulge information concerning the customer only if it is required to do so by law, the customer has given its consent thereto, or the Bank is authorised to issue banking information.

### (2) Banking information

Banking information comprises general statements and remarks concerning the customer's financial circumstances, creditworthiness and solvency; details as to amounts held in current accounts, savings accounts or in custody accounts or

as to other assets entrusted to the Bank and details as to the level of borrowing shall not be supplied.

### (3) Conditions for the release of banking information

The Bank shall be authorised to release banking information concerning legal persons and traders registered in the commercial register provided the application relates to their business activities. However, the Bank shall not release information where it has received an instruction to the contrary from the customer. The Bank shall release banking information concerning other persons, in particular private customers and associations, only where these have given their general or specific consent thereto. Banking information shall only be released where the person requesting it has plausibly demonstrated a legitimate interest in receiving the information in question and there are no grounds for assuming that the release of the banking information is precluded by interests of the customer that are worthy of protection.

### (4) Not applicable

## 3 Liability of the Bank: contributory negligence on the part of the customer

### (1) Principles of liability

The Bank shall be liable for any fault committed in meeting its obligations on the part of its employees or any persons used by the Bank to meet its obligations. In so far as the special terms for individual business relations or other agreements provide otherwise, they shall take precedence. In the event that the customer has contributed to the occurrence of damage through their own wrongful conduct (e.g. the infringement of obligations to cooperate as set out in paragraph 11 of these Terms and Conditions of Business), the principles of contributory negligence shall determine the extent to which the loss or damage is to be borne by the Bank and the customer.

### (2) Forwarded orders

Where, by virtue of its content, an order is typically such that the Bank entrusts its further execution to a third party, the Bank shall fulfil the order by forwarding it in its own name to the third party (forwarded order). This applies, for example, to the acquisition of banking information from other credit institutions or the custody and management of securities abroad. In such cases, the Bank's liability shall be limited to its careful selection and instruction of the third party.

### (3) Disruption to business

The Bank shall not be liable for damage arising as a result of force majeure, riot, war and natural events or other events for which it cannot be held responsible (e.g. strikes, lock-outs, transport disturbances, instructions from higher authorities in Germany or abroad).

## 4 Limits to the customer's right to offset

The customer may only offset against Bank claims when their claims are undisputed or legally determined.

## 5 Right of disposal after the customer's death

After the customer's death, the appointed legal successor to the customer vis-à-vis the Bank shall be obliged to present the Bank with appropriate proof of their entitlement to succession.

If the Bank is presented with an original or a certified copy of the last will and testament (will, contract of inheritance) together with a record of its opening, the Bank may consider any person designated therein as heir or executor as the beneficiary, allow that person to dispose of any assets and, in particular, make payment to that person, thereby discharging its obligations. This shall not apply if the Bank is aware that the person designated therein is not entitled to dispose of the assets (e.g. following a challenge to or invalidity of the will) or if this has failed to come to the knowledge of the Bank owing to gross negligence.

## **6 Applicable law and jurisdiction in the case of commercial or public-sector customers**

### **(1) Applicability of German law**

German law shall apply to the business relationship between the customer and the Bank.

### **(2) Jurisdiction for domestic customers**

Where the customer is a trader and the disputed business relation relates to the operation of its trade, the Bank may bring proceedings against the customer before the competent court of the place at which the account is held or before another competent court; the same shall apply to a legal person operating in the public sector and to special public funds. Such customers may only bring proceedings against the Bank itself before the competent court of the place at which the account is held.

### **(3) Jurisdiction for foreign customers**

The agreed place of jurisdiction shall also apply to customers who exercise a comparable commercial activity abroad and to foreign institutions that are comparable to domestic legal persons operating in the public sector or to domestic special public funds.

## **Account management**

### **7 Balance statements for current accounts**

#### **(1) Issue of balance statements**

Save as otherwise agreed, the Bank shall issue a balance statement in respect of current accounts at the end of each calendar quarter; the claims accrued by both parties (including interest and charges imposed by the Bank) in the period in question shall thereby be offset against each other. The Bank may charge interest on the balance arising therefrom in accordance with paragraph 12 of these Terms and Conditions of Business or any other agreement entered into with the customer.

#### **(2) Time limit for objections/approval by tacit consent**

Objections concerning the inaccuracy or incompleteness of a balance statement shall be filed by the customer within six weeks of its receipt; if the objections are made in text form, it shall be sufficient to dispatch them within the time limit of six weeks. Failure to file objections in due time shall be deemed to constitute approval. When issuing the balance statement, the Bank shall expressly draw the customer's attention to this consequence. The customer may still demand a correction of the balance statement after expiry of this period, but must then prove that their account was either wrongly debited or not duly credited.

### **8 Reverse and adjusting entries made by the Bank**

#### **(1) Prior to issuing a balance statement**

Incorrect credit entries on current accounts (for example, owing to a wrong account number) may be reversed by the Bank through a debit entry prior to the issue of the next balance statement provided that the Bank has a repayment claim against the customer (reverse entry). In this case, the

customer may not object to the debit entry on the grounds that they have already disposed of the sum of the credit.

#### **(2) After issuing a balance statement**

If the Bank notices an incorrect credit entry only after a balance statement has been issued and it has a repayment claim against the customer, it will debit the account of the customer with the amount of its claim (adjusting entry). If the customer objects to the adjusting entry, the Bank will re-credit the account with the amount in dispute and assert its repayment claim separately.

#### **(3) Provision of information to the customer/calculation of interest**

The Bank shall immediately notify the customer of any reverse entries and adjusting entries made. For the purposes of calculating interest, the Bank shall apply the entry retrospectively on the date prior to the date on which the entry was incorrectly recorded.

### **9 Collection orders**

#### **(1) Conditional credit entries effected upon presentation of documents**

If the Bank credits the counter-value of cheques and direct debits before they are cleared, this shall be done on condition of clearance even if such items are payable at the Bank itself. If the customer hands in other papers instructing the Bank to collect an amount due from a debtor (for example, interest coupons), and if the Bank effects a credit entry for such an amount, this shall be done subject to the Bank obtaining the amount. This shall apply even if the cheques, direct debits and other papers are payable at the Bank itself. If cheques or direct debits are not cleared or if the Bank does not obtain the amount stated in the collection order, the Bank will cancel the conditional credit entry, regardless of whether or not a balance statement has been issued in the meantime.

#### **(2) Clearance of direct debits and cheques issued by the customer**

Direct debits and cheques shall be cleared if the debit entry has not been cancelled at the latest on the second Bank working day<sup>1</sup> - or for direct debits in the SEPA direct debit scheme at the latest on the third bank working day<sup>1</sup> - after it was made. Cheques payable in cash are deemed to have been cleared once their amount has been paid to the presenting party. Cheques are also deemed to have been cleared once the Bank dispatches a payment notice. Cheques presented through the clearing house of the German Federal Bank are deemed to have been cleared if they are not returned by the time stipulated by the German Federal Bank.

### **10 Foreign-currency transactions and risks inherent in foreign-currency accounts**

#### **(1) Execution of orders relating to foreign-currency accounts**

The purpose of the customer's foreign-currency accounts is to effect the cashless settlement of payments to and disposals by the customer in foreign currency. Disposals of credit balances on foreign-currency accounts (e.g. by means of transfers debited from the foreign-currency credit balance) shall be settled through Banks in the home country of the currency unless the Bank executes them entirely in-house.

#### **(2) Credit entries for foreign-currency transactions with the customer**

If the Bank concludes a transaction with the customer (e.g. a forward exchange transaction) under which it must provide an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the account of the customer in the respective currency, unless otherwise agreed.

<sup>1</sup> Bank working days are all normal working days excluding Saturdays, and 24 and 31 December.

### **(3) Temporary limitation of performance by the Bank**

The Bank's duty to execute a disposal order which debits a foreign-currency credit balance (subparagraph 1) or to discharge a foreign-currency obligation (subparagraph 2) shall be suspended to the extent that and for as long as the Bank cannot or can only to a limited extent dispose of the currency in which the foreign-currency credit balance or the obligation is denominated as a result of political circumstances or events in the country of the currency in question. To the extent that and for as long as such circumstances or events persist, the Bank shall not be obliged to perform the transaction at some other place outside the country of the respective currency, in some other currency (including euros) or by obtaining cash. However, the Bank's duty to execute a disposal order which debits a foreign-currency credit balance shall not be suspended if the Bank can execute it entirely in-house. The right of the customer and of the Bank to offset mutual claims due in the same currency against each other shall not be affected by the above provisions.

### **(4) Exchange rate**

The exchange rate for foreign-currency transactions shall be determined according to the "Schedule of Charges and Services". For payment services, the payment services contract shall also be applicable.

## **Customer's duties to cooperate**

### **11 Customer's duties to cooperate**

#### **(1) Notification of changes**

Proper business conduct requires in particular that the customer notify the Bank without delay of any changes to their name and address, and of the termination of or amendment to any powers of representation vis-à-vis the Bank conferred upon any person (in particular, a power of attorney). This duty of notification shall also exist where the powers of representation are recorded in a public register (e.g. in the commercial register) and any termination thereof or amendment thereto are entered in that register. More extensive statutory duties of notification may also arise, in particular under the German Money Laundering Act [Geldwäschegesetz].

#### **(2) Clarity of orders**

The content of orders must be unequivocal. Orders that are not clearly worded may lead to queries, which may result in delays. Above all, the customer must ensure the accuracy and completeness of the information provided in orders, in particular the account number and bank identification code or IBAN<sup>2</sup> and BIC<sup>3</sup> codes, and the currency. Amendments, confirmations or repetitions of orders must be designated as such.

#### **(3) Specific urgency request for the execution of an order**

If the customer considers that an order requires particularly prompt execution, they shall notify the Bank of this fact separately. For orders given on a printed form, this must be done separately from the form.

#### **(4) Examination of and objections to communications received from the Bank**

The customer must immediately examine any statements of account, security transaction statements, statements of custody accounts and investment income, other statements, notices of execution of orders and information on expected payments and consignments (advice notes) as to their accuracy and completeness, and immediately notify the Bank of any objections relating thereto.

#### **(5) Notification of the Bank in case of non-receipt of communications**

The customer must notify the Bank immediately if balance statements and custody account statements are not received.

The duty to notify the Bank shall also exist if other communications expected by the customer (security transaction statements, statements of account after execution of customer orders or payments) are not received.

## **Costs of banking services**

### **12 Interest, charges and disbursements**

#### **(1) Interest and charges in retail banking business**

The level of interest and charges payable in respect of loans and services customary in retail banking may be ascertained from the "Notice of Charges – Standard Rates for Retail Banking Transactions" and the "Schedule of Charges and Services". If a customer makes use of a loan or main service listed therein, and unless otherwise agreed, the interest rates and charges stated in the currently valid "Notice of Charges" or "Schedule of Charges and Services" shall be applicable. Any agreement aimed at a consumer payment in excess of the agreed charge for the main service may only be made between the bank and the consumer, even if it is listed in the "Notice of Charges" or the "Schedule of Charges and Services". As regards remuneration for any main services not stated therein which are provided following the instructions of the customer, or which are believed to be in the interests of the customer, and which may, under the circumstances, only be expected to be provided against payment of remuneration, the relevant statutory provisions shall apply, save as otherwise agreed.

#### **(2) Interest and charges other than for retail banking business**

Retail banking business aside, the amount of interest and charges shall, in the absence of any other agreement, and provided no statutory provisions so preclude, be determined by the Bank at its reasonable discretion (Section 315 of the German Civil Code).

#### **(3) Services for which no fee is payable**

The Bank shall not charge any fee for services which it is required to provide by law or pursuant to an ancillary contractual obligation, or for services which it renders in its own interests, unless the charging of such a fee is legally permissible and it is charged in accordance with the statutory rules.

#### **(4) Changes in interest/customer's right of termination in the event of an increase**

In the case of variable interest rate loans, the interest rate shall be adjusted in accordance with the terms of the relevant loan agreement with the customer. The Bank shall notify the customer of any changes in interest. In the event of an increase, the customer may, unless otherwise agreed, give notice, within six weeks from the announcement of the change, of the termination of the loan agreement in question with immediate effect. If the customer gives notice of their desire to terminate the loan agreement, the increased interest and charges shall not be applied. The Bank shall allow an adequate period of time for winding up the arrangement.

#### **(5) Changes in charges for services typically used on a long-term basis**

Changes to charges for main services that are typically used by the client in the context of a long-term business relationship (e.g. account and deposit management) shall be submitted to the client in text form not less than two months before the date on which it is proposed that they should take effect. If the client has agreed to use an electronic means of communication with the Bank as part of the business relationship (e.g. online banking), the amendments may also be submitted by means of that communication channel. The customer can either consent to or reject the amendments before the proposed effective date. If the client fails to reject the change prior to its proposed effective date, it shall be considered as accepted.

<sup>2</sup> International Bank Account Number.

<sup>3</sup> Bank Identifier Code.

When submitting the proposed amendments, the Bank shall specifically draw the customer's attention to this assumption of tacit consent. Where changes are submitted to the customer, they shall be entitled to cancel the contract affected by the change with no notice period and at no cost prior to the date on which it is proposed that the amendments should take effect. When submitting the proposed amendments, the Bank shall specifically draw the customer's attention to this right to cancellation. If the customer gives notice of termination, the increased interest and charges shall not be applied to the terminated business relationship.

#### **(6) Disbursements**

The Bank's entitlements to the reimbursement of costs are determined by statutory provisions.

#### **(7) Special terms applicable to consumer loan agreements and payment service contracts with consumers for payments**

In the case of consumer loan agreements and payment service contracts with consumers for payments, interest rates and costs (charges, disbursements) shall be determined by the relevant contractual agreements and special terms, as well as by statutory provisions. Changes to charges arising from payment services framework contracts (for example, current account agreements) are determined according to Paragraph 5.

### **Securities for the Bank's claims against the customer**

#### **13 Registering or strengthening securities:**

##### **(1) Right of the Bank to request or increase collateral**

The Bank may require the provision of banking collateral for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. claim for reimbursement of expenses in relation to the enforcement of a claim resulting from a guarantee assumed for the customer). Where the customer has assumed liability vis-à-vis the Bank for the liabilities of other customers of the Bank (e.g. as a guarantor), the Bank shall be entitled to request that collateral be provided or increased with regard to any debt arising as a result of the assumption of liability, but not before it becomes due.

##### **(2) Changes to the risk**

If the Bank, in the event that claims arise against the customer, has initially refrained, in full or in part, from demanding that securities be registered or strengthened, it may nonetheless make such a demand at a later time, provided, however, that circumstances occur or become known which justify a higher risk assessment of the claims against the customer. This may, in particular, be the case where:

- the economic circumstances of the customer have changed or are likely to change for the worse; or
- the value of the existing securities has decreased or is likely to decrease.

The Bank shall have no right to demand collateral if it has been expressly agreed that the customer either does not have to provide any collateral or must only provide that collateral which has been specified. In the case of consumer loan agreements, the Bank may only demand for securities to be provided or increased to the extent that such securities are specified in the loan agreement. Should the net loan amount exceed EUR 75,000, the Bank may demand for securities to be provided or increased even if there is no or no definitive mention of securities in a consumer loan agreement concluded before 21 March 2016 or in a general consumer loan agreement concluded from 21 March 2016 onwards in the sense of Section 491 para. 2 BGB (German Civil Code).

##### **(3) Setting a time limit for the registration or strengthening of securities**

The Bank shall set an appropriate deadline for the registration or strengthening of securities. If the Bank intends to make use

of its right of termination without notice, in accordance with paragraph 19, subparagraph 3, of these Terms and Conditions of Business, in the event that the customer fails to comply with the obligation to register or strengthen securities within the time limit, it shall draw the customer's attention to this fact before so doing.

#### **14 Agreement of a lien in favour of the Bank**

##### **(1) Agreement concerning the lien**

The customer and the Bank shall agree that the Bank shall acquire a lien on securities or objects which have come or will come into the possession of a domestic branch office in the course of banking business. The Bank shall also acquire a lien on any claims which the customer has or may in future have against the Bank arising from the banking relationship (e.g. credit balances).

##### **(2) Secured claims**

The lien shall serve to secure all existing, future and contingent claims arising from the banking relationship to which the Bank, with all of its domestic and foreign branch offices, is entitled against the customer. Where the customer has assumed liability vis-à-vis the Bank for the liabilities of another customer of the Bank (e.g. as a guarantor), the lien shall secure any debt arising as a result of the assumption of liability, but not before it becomes due.

##### **(3) Exemptions from the lien**

If the Bank acquires power of disposal over funds or other assets such that they may only be used for a specific purpose (e.g. cash payment to clear a bill of exchange), the Bank lien shall not apply to these assets. The same shall also apply to participation rights issued by the Bank itself, to customer claims against the Bank on subordinate liabilities and securities that the Bank holds in safekeeping abroad.

##### **(4) Interest and dividend certificates**

If securities are subject to the lien of the Bank, the customer shall not be allowed to demand the issuance of the interest and profit certificates belonging to these shares.

#### **15 Collateral rights in the case of items for collection and discounted bills of exchange**

##### **(1) Transfer of collateral**

The Bank shall acquire ownership by way of collateral of any cheques and bills of exchange deposited for collection at the time such items are deposited. The Bank shall acquire unrestricted ownership of discounted bills of exchange at the time of their purchase; if it re-debits discounted bills of exchange from the account, it shall retain ownership by way of collateral in respect thereof.

##### **(2) Assignment by way of collateral**

When the Bank acquires ownership of cheques and bills of exchange, the underlying claims shall also be assigned to the Bank; the claims shall also pass to the Bank if other items are deposited for collection (e.g. direct debits, commercial trade documents).

##### **(3) Items for collection intended for a specified purpose**

If items for collection are deposited with the Bank under the reserve that their counter-value may be used only for a specified purpose, the transfer or assignment of ownership by way of collateral shall not extend to such items.

##### **(4) Secured claims of the Bank**

Ownership and assignment by way of collateral serves to secure any claims to which the Bank may be entitled against the customer, arising with respect to the customer's current account when items are deposited for collection or arising as a result of the re-debiting of unpaid items for collection or discounted bills of exchange. At the customer's request, the Bank shall re-transfer to the customer ownership by way of collateral of such items and of any claims that have passed to it, if it does not, at the time of the request, have any claims against the customer that need to be secured and it does not

allow the customer to dispose of the counter-value of such items prior to their final payment.

## **16 Limitation of entitlement to collateral and obligation to release**

### **(1) Limit of cover**

The Bank may enforce its claim that securities be registered or strengthened until such time as the realisable value of all securities corresponds to the total amount of all claims arising from the banking business relationship (limit of cover).

### **(2) Release**

If the realisable value of all securities exceeds the limit of cover on a more than temporary basis, the Bank shall, at the customer's request, release such securities as it may choose in the amount exceeding the limit of cover; when selecting the securities to be released, the Bank shall take into account the legitimate interests of the customer and of any third party having provided securities for the customer's liabilities. In this context, the Bank also undertakes to execute the customer's orders relating to the items subject to the lien (for example, sale of securities or paying out of savings).

### **(3) Special agreements**

If, for a specific collateral item, assessment criteria other than the realisable value, another limit of cover or another limit for the release of collateral have been agreed, these other criteria or limits shall apply.

## **17 Realisation of collateral**

### **(1) The Bank's right to choose**

In case of realisation, the Bank may choose between several collateral items. When realising collateral and selecting the items to be realised, the Bank shall take into account the legitimate interests of the customer and any third party who may have provided collateral for the liabilities of the customer.

### **(2) Credit note in respect of proceeds under turnover tax law**

If the realisation procedure is subject to turnover tax, the Bank shall issue the customer with a credit note, which shall be deemed to serve as an invoice for the supply of the item put up as collateral and shall meet the requirements of turnover tax law.

## **Termination**

### **18 Termination rights of the customer**

#### **(1) Right of termination at any time**

The customer may at any time, without notice, terminate the business relationship as a whole or individual business relations (e.g. the chequeing agreement) for which neither a term nor different termination arrangements have been agreed.

#### **(2) Termination on serious grounds**

If the Bank and the customer have agreed on a term or different termination arrangements for a particular business relation, said relation may be terminated without notice only if there are serious grounds which make it unacceptable to the customer, after having given due consideration to the legitimate concerns of the Bank, to continue the business relationship.

#### **(3) Statutory termination rights**

Statutory termination rights shall remain unaffected.

### **19 Termination rights of the Bank**

#### **(1) Termination upon provision of notice**

Upon observing an appropriate period of notice, the Bank may at any time terminate the business relationship as a whole or individual relations for which neither a term nor different termination arrangements have been agreed (e.g. the chequeing agreement authorising the use of cheque forms). In determining the period of notice, the Bank shall take into

account the legitimate concerns of the customer. The period of notice for termination of a payment services agreement (e.g. current account or card agreement) or a custody account shall be at least two months.

#### **(2) Termination of loans without a fixed term**

Loans and commitments to lend to companies with which no term or different termination provision has been agreed may be terminated by the Bank at any time without notice. In exercising this termination right, the Bank shall take due account of the legitimate interests of the customer.

Insofar as the Civil Code lays down special provisions for the termination of a consumer loan agreement, the Bank may only terminate the agreement in accordance with these provisions.

#### **(3) Termination on serious grounds without notice**

Termination of the business relationship as a whole or of individual business relations without notice shall be permitted if there are serious grounds which make it unacceptable to the Bank, after having given due consideration to the legitimate interests of the customer, to continue the business relationship. Such grounds shall exist in particular:

- if the customer has given incorrect information regarding their financial situation, which was of material importance in the Bank's decision as regards granting credit or other transactions involving risks for the Bank (e.g. issuing a payment card). For consumer loans, this only applies if the customer has knowingly withheld or falsified information relevant to the credit assessment and this has led to a flawed credit assessment or
- if a substantial deterioration occurs or is likely to occur with regard to the customer's financial situation or the value of collateral, thereby jeopardising the repayment of the loan or discharge of another obligation vis-à-vis the Bank even if the relevant collateral is realised;
- if the customer fails to comply, within the appropriate time limit set by the Bank, with the obligation to register or strengthen securities in accordance with paragraph 13, subparagraph 2, of these Terms and Conditions of Business or under any other agreement.

Where the serious grounds lie in the breach of a contractual obligation, termination shall be permitted solely after the unsuccessful expiry of an appropriate grace period or after an unsuccessful warning, unless this is not required in view of the circumstances of the case (under Section 323(2) and (3) of the German Civil Code).

#### **(4) Termination of consumer loan agreements in the event of default**

Insofar as the German Civil Code lays down special provisions for the termination of a consumer loan agreement on the grounds of default, the Bank may only terminate the agreement in accordance with these provisions.

#### **(5) Termination of basic account agreements**

The Bank can terminate a basic account agreement as per the respective contractual agreements and additionally according to the statutory provisions.

#### **(6) Settlement following termination**

In the event of termination without notice, the Bank shall allow the customer an appropriate time for settlement (in particular for the repayment of any loan), unless it is necessary to attend immediately thereto (e.g. the return of cheque forms in the event of a chequeing agreement being terminated).

## **Protection scheme**

### **20 BVR Institutssicherung GmbH and the BVR protection scheme**

#### **(1) Institution and deposit protection**

The Bank is affiliated with BVR Institutssicherung GmbH and the protection scheme of the Federal Association of German Cooperative Banks [Bundesverband der Deutschen

Volksbanken und Raiffeisenbanken e.V.]. As institutional protection schemes, it is their responsibility to avert or remedy imminent or existing financial difficulties at the institutions affiliated with them. All institutions affiliated with these protection schemes help each other to avoid insolvency. In addition to institutions, customers' deposits – generally savings deposits, savings certificates, term deposits, sight deposits and bonds – are also protected.

**(2) Statutory deposit protection offered by BVR Institutssicherung GmbH**

The institutional protection scheme operated by BVR Institutssicherung GmbH is officially recognised as a deposit protection system. In the event that insolvency occurs contrary to (1), deposits within the meaning of Section 2(3), (4) and (5) of the German Deposit Protection Act [Einlagensicherungsgesetz] shall be reimbursed by BVR Institutssicherung GmbH up to the maximum limits set out in Section 8 of the German Deposit Protection Act.

**(3) Voluntary deposit protection offered by the protection scheme**

In the event of insolvency, the protection scheme protects all deposits in accordance with Section 1(3) of the statute of the protection scheme, in addition to the statutory protection outlined in (2).

**(4) Authority to disclose**

The Bank is authorised to disclose all necessary information and make documents available to the BVR protection scheme or an agent appointed by it. The Bank is authorised to disclose all necessary information and make documents available to BVR Institutssicherung GmbH or an agent appointed by it.