

# General Business Conditions

## Basis of the relationship between the customer and Westdeutsche ImmobilienBank AG

Dear Client: This English translation of the General Business Conditions is provided solely for the convenience of customers. The translation is not binding on Westdeutsche ImmobilienBank AG. The German text is the sole authoritative version and prevails in case of any conflict.

### Contents

#### General

- No. 1 - Basis of the business relationship
- No. 2 - Amendments to the Business Conditions and to framework contracts for payment services
- No. 3 - Banking information
- No. 4 - Powers of representation and disposition
- No. 5 - Documents proving identity or title
- No. 6 - Choice of law, jurisdiction, place of performance

#### Current accounts and other transactions

- No. 7 - Current account, statement of account
- No. 8 - Rectification of incorrect credit entries
- No. 9 - Credit and payment of items for collection
- No. 10 - Confirmation of instruction prior to execution
- No. 11 - Set off and application of payments
- No. 12 - Accounts in foreign currency
- No. 13 - Discharge from performance of transactions in foreign currencies
- No. 14 - Receipt of monies in foreign currency
- No. 15 - Conversion rate
- No. 16 - Deposit-taking

#### Charges including overdraft interest

- No. 17 - Interest and charges
- No. 18 - Reimbursement of expenses

#### Duties and liability of Westdeutsche ImmobilienBank AG and the customer

- No. 19 - Liability of Westdeutsche ImmobilienBank AG
- No. 20 - The customers's duties of co-operation and care

#### Lien under the General Business Conditions, further security, release of security

- No. 21 - Lien, assignment by way of security
- No. 22 - Further security and release of security

#### Items for collection

- No. 23 - Collection in the collecting business
- No. 24 - Period allowed for presentation, urgent action
- No. 25 - Security interest in the collecting business

#### Termination of the business relationship

- No. 26 - Right of termination
- No. 27 - Continuing validity of the General Business Conditions
- No. 28 - Deposit protection

### General

#### No. 1 - Basis of the business relationship

(1) Business relationship based on mutual trust  
The business relationship between the customer and Westdeutsche ImmobilienBank AG is determined by the specific features of the banking business and a special relationship of mutual trust. The customer may rely upon Westdeutsche ImmobilienBank AG to carry out his instructions with the diligence of a prudent businessman and to maintain banking secrecy.

(2) General and Special Business Conditions  
These General Business Conditions apply to the business relationship and supplement any agreements made by individual contract. Supplemental or different special conditions apply in addition to or instead of the General Business Conditions to particular business sectors, e.g. payment transactions, savings business and securities transactions; these are agreed with the customer when a contract is signed (e.g. when opening an account) or when an order is placed.

#### No. 2 - Amendments to the Business Conditions and to framework contracts for payment services

(1) Offer by Westdeutsche ImmobilienBank AG  
Amendments to the General Business Conditions, to the special conditions or to framework contracts for payment services as well as the introduction of additional conditions will be offered to the customer in each case in the form permitted by law no later than two months before their proposed date of application.

(2) Approval of the amendment  
The amendment is deemed to have been approved by the customer if the customer has not objected to the amendment before the proposed date for the amendments to take effect. Westdeutsche ImmobilienBank AG will specifically inform the customer in the offer about such deemed approval. Westdeutsche ImmobilienBank AG will then base the further business relationship on the amended version of the General Business Conditions, the amended special conditions, the amended framework contract for payment services and/or the additional conditions introduced.

(3) Special right of termination in the case of amendments to terms and conditions for payment services or to framework contracts for payment services  
If the customer is offered amendments to the terms and conditions for payment services (e.g. terms and conditions for payment transfers) or to framework contracts for payment services, the customer can also terminate the framework contract for payment services which is affected by the amendment with immediate effect and free of charge prior to the proposed date on which the amendments are to take effect. Westdeutsche ImmobilienBank AG will specifically inform the customer in the offer about the special right of termination.

(4) Differing agreements  
The amendment process described under paragraph 1 and paragraph 2 does not apply to the extent that differing agreements have been made. Sentence 1 does not apply to amendments to conditions for payment services or to framework contracts for payment services.

#### No. 3 - Banking information

(1) Content of banking information  
Banking information means general statements and comments concerning the financial situation of customers, their creditworthiness and solvency. Information as to the amounts of balances of accounts, of savings deposits, of assets kept in safe custody or of other assets entrusted to the credit institution or of any credit utilised will not be disclosed.

(2) Requirements for disclosure of banking information  
Westdeutsche ImmobilienBank AG may provide banking information on legal entities and merchants recorded in the Commercial Register provided that the inquiry relates to their business activities, unless an instruction to the contrary has been received from the customer. In any other case, Westdeutsche ImmobilienBank AG may only provide banking information if the customer has, in general or in the particular case, expressly agreed thereto. Banking information is only provided to the credit institution's own customers and to other credit institutions for their own purposes and those of their customers; such information is only provided if the person requesting it substantiates a credible legitimate interest in the information requested.

(3) Written confirmation  
If banking information on creditworthiness and solvency is given orally, Westdeutsche ImmobilienBank AG reserves the right to promptly send a written confirmation, the contents of

which shall prevail from that moment on.

#### **No. 4 - Powers of representation and disposition**

##### **(1) Notification**

Any powers of representation or disposition notified to Westdeutsche ImmobilienBank AG shall be deemed valid until receipt by Westdeutsche ImmobilienBank AG of a notice of their revocation or amendment, unless these circumstances are known to Westdeutsche ImmobilienBank AG or are not known to it due to its own negligence. This also applies if such powers are recorded in a public register and an amendment has been published.

##### **(2) Defect in the legal capacity of the representative**

The customer shall bear any loss resulting from any defect occurring in the legal capacity of the customer's representative which without the fault of Westdeutsche ImmobilienBank AG did not come to its knowledge.

#### **No. 5 - Documents proving identity or title**

##### **(1) Documents proving inheritance**

After the death of a customer, the person claiming towards Westdeutsche ImmobilienBank AG to be the customer's legal successor must prove his/her authorization under inheritance law.

##### **(2) Authority of Westdeutsche ImmobilienBank AG to make payment or delivery**

If an original or certified copy of the probate document (will or inheritance contract) and the minutes of the opening probate are submitted to Westdeutsche ImmobilienBank, it may treat the persons designated as heirs or executors therein as authorized persons, and permit them to draw on the account in question; in particular, the bank may perform services for the benefit of such authorized persons in discharge of its obligations. This does not apply if Westdeutsche ImmobilienBank AG was aware of the inaccuracy or invalidity of such documents or was not aware of this due to negligence.

##### **(3) Other foreign documents**

If foreign documents are submitted to Westdeutsche ImmobilienBank AG as proof of identity of a person or proof of any entitlement, it shall check whether such documents are suitable as proof. It shall, however, only be liable for their suitability, validity and completeness and for their correct translation and interpretation in the event of negligence or if the documents as a whole has been falsified. To the above extent, Westdeutsche ImmobilienBank AG may regard the persons designated as entitled as being actually entitled and, in particular, permit them to dispose of any assets and may make payment or delivery to them, by way of discharge in full.

#### **No. 6 - Choice of law, jurisdiction, place of performance**

##### **(1) German law**

German law shall be applicable to the business relationship, unless adverse mandatory legal provisions apply.

##### **(2) Place of performance**

The place of performance for Westdeutsche ImmobilienBank AG and the customer shall be the locality of the registered office of Westdeutsche ImmobilienBank AG.

##### **(3) Jurisdiction**

If the customer is a person carrying on a trade or business or a public authority or a state-funded corporation, Westdeutsche ImmobilienBank AG may sue in its place of general jurisdiction and may only be sued in that jurisdiction.

### **Current accounts and other transactions**

#### **No. 7 - Current account, statement of account**

##### **(1) Current account**

Westdeutsche ImmobilienBank AG maintains an account for processing regular business and payment transactions (Girokonto) as a current account within the meaning of Article 355 of the German Commercial Code/Handelsgesetzbuch (Konto in laufender Rechnung).

##### **(2) Statement of account**

Unless otherwise agreed, Westdeutsche ImmobilienBank AG shall issue a statements of account at the end of each quarter. If a legitimate interest of one of the parties exist, the statement shall also be issued at other dates.

##### **(3) Objections to statement of account**

Any objections to statements of account must be received at Westdeutsche ImmobilienBank AG. Notwithstanding the obligation to raise objections to statements of account immediately [No. 20, paragraph 1, letter (g)], such statements shall be deemed approved if objections thereto are not raised within six weeks of receipt of the statement of account. Dispatch of the objection within this period is sufficient to comply with the time limit. Westdeutsche ImmobilienBank AG will draw the customer's attention to these consequences when issuing the statement of account. If any inaccuracy is subsequently discovered, both the customer and Westdeutsche ImmobilienBank AG may demand rectification based on statutory claims.

#### **No. 8 - Rectification of incorrect credit entries**

##### **(1) Reversal of entry prior to statement of account issuance**

Where credit entries are made without any binding authority having been given (e.g. due to a mistake, clerical error), Westdeutsche ImmobilienBank AG may reverse them by simple entry (reversal entry) until the next statement of account, provided that Westdeutsche ImmobilienBank AG has a claim for repayment against the customer.

(2) Rectification of entry after issuance of statement of account  
Westdeutsche ImmobilienBank AG may by means of a rectifying entry claim repayment under paragraph 1 even after having issued a statement of account if it has failed to ascertain the incorrect credit entry prior to such time. If the customer objects, Westdeutsche ImmobilienBank AG will reverse the rectifying entry and reclaim by other means.

##### **(3) Identification**

Reversal and rectifying entries shall be identified as such in the statement of account.

#### **No. 9 - Credit and payment of items for collection**

##### **(1) Credit entries subject to collection**

If Westdeutsche ImmobilienBank AG credits the countervalue of cheques, direct debits or other items for collection prior to their payment, this is done subject to collection and receipt of their countervalue (credit "subject to collection"). This also applies if the cheques, direct debits or other items for collection are payable at Westdeutsche ImmobilienBank AG itself. If the cheques or direct debits are not paid or if Westdeutsche ImmobilienBank AG does not obtain the countervalue of the item for collection, Westdeutsche ImmobilienBank AG will reverse the credit entry in accordance with No. 23, paragraph 2 of these General Business Conditions, even after any statement of account which may have been issued in the meantime.

##### **(2) Payment**

Cheques and other items for collection shall only be effectively paid if the debit entry has not been reversed by the end of the second banking day(1) after it was made. Such items shall also effectively be paid if Westdeutsche ImmobilienBank AG has previously expressly stated to third parties that it wishes to pay the items (e.g. by sending a payment advice). In connection with direct debits the provisions on cashing in the special terms and conditions agreed for those procedures apply. Items collected through the clearing office (Abrechnungsstelle) of the German Federal Bank (Deutsche Bundesbank) are effectively paid if they can no longer be returned in accordance with its General Business Conditions. Uncrossed cheques are effectively paid once payment has been made to the presenter.

#### **No. 10 - Confirmation of instruction prior to execution**

In the case of instructions given by telephone or by other mechanical means and also in the case of unsigned orders, Westdeutsche ImmobilienBank AG reserves the right to require immediate confirmation prior to carrying out the instruction.

#### **No. 11 - Set off and application of payments**

##### **(1) Set off by the customer**

The customer may only set off his claims against Westdeutsche ImmobilienBank AG to the extent that his claims are undisputed or have been ascertained by final judgment.

##### **(2) Application of payments by Westdeutsche ImmobilienBank AG**

Westdeutsche ImmobilienBank AG may determine against which of one or more matured claims any payments received, which are insufficient to cover all of its claims, are to be applied. This shall not apply where the customer has determined otherwise or where a different application is compulsorily prescribed by law.

#### **No. 12 - Accounts in foreign currency**

The exclusive purpose of a foreign currency account is to effect the settlement of non-cash payments to the customer or withdrawal orders by the customer in a foreign currency.

#### **No. 13 - Discharge from performance of transactions in foreign currencies**

The obligation of Westdeutsche ImmobilienBank AG to execute a disposal to the debit of a deposit in a foreign currency or to satisfy a liability in a foreign currency, is suspended as long and in so far as Westdeutsche ImmobilienBank AG is not able or has only limited ability to effect such a disposal in the currency in which the deposit or the liability is denominated, due to political measures or incidents in the country of such currency. Furthermore, as long and in so far as such measures or incidents persist, Westdeutsche ImmobilienBank AG shall not be obligated to effect the disposal at a place outside the country of such currency, or in a different currency (also not in Euro) or by purchasing cash. The obligation to effect a disposal to the debit of deposit in a foreign currency shall not be suspended, however, if it can be carried out by Westdeutsche ImmobilienBank AG entirely within its own organisation. Notwithstanding any of the foregoing provisions, the customer and Westdeutsche ImmobilienBank AG shall retain the right to set-off matured reciprocal claims in the same currency.

#### **No. 14 - Receipt of monies in foreign currency**

Sums of money in a foreign currency may, in the absence of express instructions to the contrary from the customer, be credited by Westdeutsche ImmobilienBank AG in Euro if Westdeutsche ImmobilienBank AG does not maintain an account for the customer in the relevant foreign currency.

#### **No. 15 - Conversion rate**

The conversion rate for transactions in a foreign currency shall be determined in accordance with the List of Prices and Services (Preis- und Leistungsverzeichnis). Payment services are additionally governed by the payment service framework agreement.

#### **No. 16 - Deposit-taking**

In the absence of any agreement to the contrary, deposits are due without notice of termination (demand deposits). The interest rates applicable to demand deposits shall be put on public display. For purposes of the calculation of interest, each month shall be deemed to have 30 days.

### **Charges including overdraft interest**

#### **No. 17 - Interest and charges**

##### **(1) Interest and charges for business with consumers**

The interest rates and charges for the usual consumer loans and services list can be seen in the Notice of Charges (Preisaushang) and the List of Prices and Services (Preis- und Leistungsverzeichnis). If a consumer uses a loan or a service listed there and no other arrangement is made, the interest rates and charges shown in the Notice of Charges or the List of Prices and Services at this time shall apply.

##### **(2) Interest and charges outside the business with consumers**

Outside the business with consumers, the interest rates and charges for loans and services used are subject to the arrangements made and, in addition, to the List of Prices and Services

valid at the time the service is used.

##### **(3) Charges for other services**

Westdeutsche ImmobilienBank AG may demand reasonable charges in accordance with applicable laws for all services that are not governed by an agreement or shown in the Notice of Charges (Preisaushang) or the List of Prices and Services (Preis- und Leistungsverzeichnis) and that are provided on behalf of the customer or in his supposed interest and for which, according to the circumstances, a charge would normally be expected.

##### **(4) Free services**

Westdeutsche ImmobilienBank AG shall demand no charges for services which Westdeutsche ImmobilienBank AG is legally obliged to provide, services provided as part of a contractual subsidiary duty or services provided in its own interest, unless such a charge is legally permissible and in accordance with legal regulations.

##### **(5) Amendments to interest rates; customer's termination right in case of an increase**

Interest rates for variable-rate loans shall be amended in accordance with the loan agreement signed with the customer. Westdeutsche ImmobilienBank AG shall inform the customer of such amendments. In the event of an increase and unless agreed otherwise, the customer may terminate the respective loan agreement with immediate effect within six weeks of the announcement of the increase. If the customer terminates the agreement, the increased interest rate will not be charged for the credit agreement that has been terminated. If the customer fails to repay the amount due within two weeks of the termination taking effect, the termination shall be deemed void.

##### **(6) Changes in compensation for services which are typically used on an ongoing basis**

Changes in compensation for key services which are typically used by the customer on an ongoing basis in connection with the business relationship (e.g. maintenance of a securities account) or changes in compensation in the context of framework contracts for payment services will be offered to the customer in text form not later than two months prior to the proposed date of application. If the customer and Westdeutsche ImmobilienBank AG agreed an electronic communication channel, the amendments may also be offered to the customer through this channel. The customer will be deemed to have given his consent to the amendments offered by Westdeutsche ImmobilienBank AG unless he objects prior to the proposed date at which the amendment will come into force. Westdeutsche ImmobilienBank AG shall expressly draw the customer's attention to this approval effect in its offering. If the customer is offered amendments, he may terminate the agreement that would be affected by the amendments with immediate effect and free of charge prior to the proposed date at which the amendments will come into force. Westdeutsche ImmobilienBank AG shall expressly draw the customer's attention to this termination right. If the customer terminates the agreement, the amended charges shall not be applied to the business relationship that has been terminated.

##### **(7) Special aspects of consumer loan agreements**

Interest rates and charges for consumer loan agreements are subject to the respective contractual arrangements as well as to applicable legal regulations.

##### **(8) Special aspects of payment service agreements with consumers**

Charges for payment service agreements with consumers are subject to the respective contractual arrangements and special conditions. If no arrangement has been made there, paragraphs 1 and 4 as well as - for amendments to any charges for payment service framework agreements (e.g. "Girovertrag") - paragraph 6 shall apply.

#### **No. 18 - Reimbursement of expenses**

Westdeutsche ImmobilienBank AG is entitled to assert its claims for reimbursement of expenses in accordance with the statutory provisions (Article 670 of the German Civil Code

(Bürgerliches Gesetzbuch)).

## Duties and liability of Westdeutsche ImmobilienBank AG and the customer

### No. 19 - Liability of Westdeutsche ImmobilienBank AG

#### (1) Liability for own fault

Westdeutsche ImmobilienBank AG shall be liable for any fault of its own and of those persons whose services it uses to perform its obligations towards the customer, save as otherwise provided for in the following paragraphs, special conditions or individual agreements. If Westdeutsche ImmobilienBank AG is liable and if the damage has not been caused by Westdeutsche ImmobilienBank AG alone, whether through its fault or not, liability for damages shall be determined by the principles of contributory fault, Article 254 of the German Civil Code (Bürgerliches Gesetzbuch).

#### (2) Liability for third parties

Westdeutsche ImmobilienBank AG may, in the absence of instructions to the contrary, pass on orders in whole or in part to third parties for them to execute independently, taking into account, where necessary, the nature of the order and the interests of Westdeutsche ImmobilienBank AG and the customer. In such cases, the obligations and liabilities of Westdeutsche ImmobilienBank AG shall be limited to the transmission of the order, including care in selecting and instructing the third party.

#### (3) Liability in case of force majeure

Westdeutsche ImmobilienBank AG shall not be liable for any losses caused by disturbance of its operations (e. g. bomb threat, bank raid), in particular as a consequence of force majeure (e.g. war and natural events) as well as in consequence of other events for which Westdeutsche ImmobilienBank AG is not responsible (e.g. strike, lock-out, disruption of communications), or which may occur through acts of public authorities in Germany or abroad.

### No. 20 - The customer's duties of co-operation and care

#### (1) Principles

Westdeutsche ImmobilienBank AG will carry out the customer's orders in a business-like manner. The customer has special duties of co-operation and other duties of care, in particular, the following duties:

#### a) Notification of important information and changes

The customer must notify Westdeutsche ImmobilienBank AG immediately of all facts which are material to the business relationship, especially any changes in the name, address, civil status, capacity to dispose of property or to incur liabilities of the customer (e.g. marriage or similar engagement, change in matrimonial property status) or the persons authorised to sign on behalf of the customer (e.g. subsequent legal incapacity of a representative or attorney) as well as changes of the beneficial owner or changes in powers of representation or disposition notified to Westdeutsche ImmobilienBank AG (e.g. powers of attorney and commercial representation). This duty to notify shall also apply if such facts are recorded in a public register and are published. The names of the persons authorised to act on behalf of the customer or to dispose of property on behalf of the customer, together with a specimen of the personal signature of such persons, shall be notified to Westdeutsche ImmobilienBank AG on the forms provided by Westdeutsche ImmobilienBank AG. Additional statutory notification duties may arise, especially from the German Money Laundering Act.

#### b) Unambiguous information in orders and instructions

Orders and instructions of every kind must unequivocally permit identification of the substance of the transaction. Amendments and confirmations must be designated as such. When giving payment orders, the customer must ensure that the information, in particular, the account number and sort code number or IBAN(2) and BIC(3) is stated correctly, completely, unequivocally and legibly.

#### c) Care in transmission of particular orders

If orders or instructions are transmitted by telephone or other mechanical means, the customer must take care that no errors in transmission, misunderstandings, improper usage or mistakes occur.

#### d) deleted

#### e) Express notification of any special instructions

The customer must transmit any special instructions relating to the execution of orders to Westdeutsche ImmobilienBank AG separately; for orders given on a printed form, this must be done separately from the form. This applies, in particular, if payments are to be applied against certain amounts due to Westdeutsche ImmobilienBank AG.

#### f) Notification of time limits and dates on which transactions are to be effected

In the same way as under e) above, the customer must expressly notify Westdeutsche ImmobilienBank AG if orders are to be executed within certain time limits or on certain dates or if there is risk of extraordinary loss if orders are not executed properly, especially if not executed within the time limit. Attention is drawn to the special duty to notify in the case of short presentation periods for cheques under No. 24.

#### g) Complaints to be made immediately

Objections to statements of account, direct debits, summaries of accounts, lists of securities or other communications rendered by Westdeutsche ImmobilienBank AG and also any objections as to the proper delivery of securities or other valuables by Westdeutsche ImmobilienBank AG, must be raised immediately. If statements of account or lists of securities held on deposit are not received by the customer, the customer must notify Westdeutsche ImmobilienBank AG immediately. This duty to notify also applies to non-receipt of other advices, receipt of which must, or ought to have been, expected by the customer.

#### h) Checking of confirmations of Westdeutsche ImmobilienBank AG

Where confirmations of Westdeutsche ImmobilienBank AG are at variance with orders or instructions given by the customer, the customer must object immediately.

#### (2) Liability arising from neglect of duty

Any loss and damage arising from culpable neglect of the customer's duty to co-operate and other duties to exercise due care shall be borne by the customer. If Westdeutsche ImmobilienBank AG has contributed to the occurrence of the loss through its culpable conduct, liability for damages shall be determined by the principles of contributory fault, Article 254 of the German Civil Code (Bürgerliches Gesetzbuch).

## Lien under the General Business Conditions, further security, release of security

### No. 21 - Lien, assignment by way of security

#### (1) Scope

The customer hereby grants Westdeutsche ImmobilienBank AG a lien on valuables of any kind which, in the course of banking business, may come into the possession or power of disposition of Westdeutsche ImmobilienBank AG through acts of the customer or of third parties for account of the customer. Such valuables include all assets and rights of any kind (by way of example: goods, foreign exchange, securities including interest, loan stock and dividend coupons, shares in a collective deposit, subscription rights, cheques, bills of exchange, bills of lading, warehouse warrants, inland bills of lading). The lien also covers claims of the customer against Westdeutsche ImmobilienBank AG (e.g. from credit balances). Claims of the customer against third parties shall be deemed to be assigned to Westdeutsche ImmobilienBank AG if documents representing the claims, in the course of banking business, come within the power of disposition of Westdeutsche ImmobilienBank AG.

## (2) Exclusions

If monies or other valuables come into the power of disposition of Westdeutsche ImmobilienBank AG expressly designated for a particular purpose (e.g. cash deposit for payment of a cheque, bill of exchange or the execution of a certain credit of funds), then the lien of Westdeutsche ImmobilienBank AG shall not extend to these valuables. Securities held in safe custody abroad are not, unless otherwise agreed, subject to the lien. The same applies to participation rights/certificates issued by Westdeutsche ImmobilienBank AG itself and to claims of the customer arising from subordinated capital stock (e.g. subordinated bearer bonds).

## (3) Secured claims

The lien shall secure all existing and future claims, whether contingent or time-limited, and all statutory claims of Westdeutsche ImmobilienBank AG against the customer, which may be acquired in connection with the business relationship. Claims against customers under guarantees issued by them in favour of third parties shall only be secured as from their maturity.

## (4) Claim to the lien

Westdeutsche ImmobilienBank AG may only retain the valuables which are subject to the lien under the General Business Conditions, if it has a legitimate interest in obtaining security. Such interest exists, in particular, under the conditions of the right to demand further security pursuant to No. 22.

## (5) Enforcement of security

Westdeutsche ImmobilienBank AG shall be entitled to realise on the valuables if the customer, notwithstanding demand with a reasonable grace period and warning of enforcement in accordance with Article 1234, paragraph 1 of the German Civil Code (Bürgerliches Gesetzbuch), fails to meet his liabilities when they fall due. Where there are several security items, Westdeutsche ImmobilienBank AG has the right to choose between them. When selecting and realising on security items, Westdeutsche ImmobilienBank AG will, as far as possible, take account of the legitimate interests of the customer. Westdeutsche ImmobilienBank AG shall be entitled to appropriate any proceeds of realisation which are insufficient to satisfy all its claims as it may in its reasonable discretion think fit. Westdeutsche ImmobilienBank AG shall draw up the credit advices for proceeds of realisation in favour of the customer in such manner that they may be regarded as invoices within the meaning of turnover tax law (Umsatzsteuerrecht).

## No. 22 - Further security and release of security

### (1) Right to demand further security

Westdeutsche ImmobilienBank AG may demand that the customer provides or increases security for his liabilities under borrowings if the risk situation undergoes a change due to circumstances occurring or becoming known subsequently, e.g. due to a deterioration or threatened deterioration in the financial position of the customer, any person jointly liable or any guarantor or in the value of the existing security.

In the case of consumer loan agreements, Westdeutsche ImmobilienBank AG may demand that the customer furnish or increase security only if the security is stated in the loan agreement. When however the net loan amount exceeds EUR 75,000.00, Westdeutsche ImmobilienBank AG may demand that security be provided or increased even if a consumer loan agreement or a general consumer loan agreement within the meaning of Article 491 (2) of the German Civil Code (Bürgerliches Gesetzbuch) which is concluded, in the former case, before 21 March 2016 and, in the latter case, from 21 March 2016 does not contain any or any exhaustive indications as to security.

### (2) Duty to release security

Westdeutsche ImmobilienBank AG is obliged, upon request, to release such security items as Westdeutsche ImmobilienBank AG may choose to the extent that the realisable value of all the security items not only temporarily exceeds the total amount of all claims of Westdeutsche ImmobilienBank AG by more than 10%. The covering limit of 10%, as stated in the immediately preceding sentence, will be increased by the then current value added tax rate, to the extent that such value added tax is im-

posed on Westdeutsche ImmobilienBank AG, in case of realisation of the security items.

## Items for collection

### No. 23 - Collection in the collecting business

#### (1) Collection agreement

Cheques, bills of exchange, direct debits or other items for collection are taken by Westdeutsche ImmobilienBank AG for collection (encashment) only, unless otherwise agreed.

#### (2) Redebit

If Westdeutsche ImmobilienBank AG has credited the amount of items for collection prior to receipt of that amount, it may redebit the amount in case of non-payment of the items, even if a statement of account has been issued in the meantime. The same applies if

- the countervalue is not received by Westdeutsche ImmobilienBank AG or
- the free availability of the countervalue is restricted by law or
- by measures of government authorities or
- due to insurmountable obstacles the items cannot be presented or
- cannot be presented in time or
- collection is subject to disproportionate difficulties, which were not known at the time the items were taken for collection or
- a moratorium has been declared in the country in which the items are to be paid.

Under the same preconditions, Westdeutsche ImmobilienBank AG may return items for collection even before their maturity. Redebit is also permissible if the items cannot be returned. If Westdeutsche ImmobilienBank AG is responsible for this, it shall bear the loss sustained by the customer resulting therefrom.

### No. 24 - Period allowed for presentation, urgent action

If cheques payable at Westdeutsche ImmobilienBank AG's place of banking are not deposited minimum of three business days and cheques payable at other banking places minimum of four business days before the expiry of the period allowed for presentation (Article 29 of the Cheques Law/Scheckgesetz) or, if deposited by mail, they are not received by Westdeutsche ImmobilienBank AG within such periods and before Westdeutsche ImmobilienBank AG's close of business, the customer must, by separate advice, draw attention to the expiry of the period allowed for presentation and the possible need to take urgent action.

### No. 25 - Security interest in the collecting business

#### (1) Transfer of ownership by way of security

By depositing cheques and bills of exchange for collection, the customer transfers to Westdeutsche ImmobilienBank AG, by way of security ownership of the items in the event that any items for collection are not paid and Westdeutsche ImmobilienBank AG is entitled to claims against the customer as a result of anticipatory disposals by the customer with regard to the collection, until such claims are satisfied. On acquiring ownership by way of security, the underlying claims also pass to Westdeutsche ImmobilienBank AG.

#### (2) Assignment by way of security

When other items are deposited for collection (e.g. direct debits, commercial paper), the claims underlying the items pass to Westdeutsche ImmobilienBank AG under the terms of paragraph 1.

## Termination of the business relationship

### No. 26 - Right of termination

#### (1) Ordinary termination

In the absence of any agreed fixed term or termination arrangements to the contrary, the customer and, where reasonably justified, the bank may terminate the entire business relationship or individual types of business at any time without observing any period of notice.

If Westdeutsche ImmobilienBank AG gives notice of termination of the business relationship, it will take reasonable account of the legitimate interests of the customer and in particular, will refrain from terminating the business relationship at an inappropriate time.

The notice period for termination by Westdeutsche ImmobilienBank AG of a framework contract on payment services (e.g. current account ("Girovertrag") or card agreement ("Kartenvertrag") is at least two months.

#### (2) Termination for good cause

Notwithstanding any other agreements, both the customer and Westdeutsche ImmobilienBank AG may at any time, without observing any period of notice, terminate the business relationship as a whole or in any individual respect if there is good cause making it unreasonable to expect the party terminating to continue the business relationship. In so doing, the legitimate interests of the party to the agreement are to be taken into account. Westdeutsche ImmobilienBank AG shall have such cause for termination especially if due to circumstances as listed below by way of example, the fulfilment of the payment obligations of the customer or the enforceability of the claims of Westdeutsche ImmobilienBank AG is jeopardised, even if any security was enforced:

- a) if a significant deterioration occurs or threatens to occur in the financial condition of the customer or in the value of any collateral provided as security for a loan, in particular if the customer suspends payments or declares that he intends to suspend payments or if bills of exchange accepted by the customer are protested;
- b) if the customer fails within an adequate period of time to comply with his obligation to provide or increase security (No. 22, paragraph 1) following a request by Westdeutsche ImmobilienBank AG to do so;
- c) if the customer has made incorrect statements regarding his financial circumstances;
- d) if execution is levied against the customer;
- e) if the financial circumstances of a person jointly liable or any unlimited partner have deteriorated significantly or are in considerable jeopardy and also in the case of the death of, or a change in, an unlimited partner.

If the good cause is a breach of contractual obligation, termination is permitted only after fruitless expiry of a granted cure-period or fruitless reminder. This shall not apply if the customer definitely and utterly refuses performance, fails to render performance on a contractually fixed date or within a specified time period, although timely performance has contractually been made a condition by Westdeutsche ImmobilienBank AG for its continued interest in the performance, or if, considering the interests of both sides, immediate termination is justified by specific circumstances.

#### (3) Termination of consumer loan agreements

If the German Civil Code ("Bürgerliches Gesetzbuch") provides compulsory special regulations for the termination of consumer loan agreements, Westdeutsche ImmobilienBank AG may terminate such agreements only in accordance with these regulations.

#### (4) Legal consequences of termination

Upon the termination of the business relationship as a whole or in any individual respect, the amounts owing on the relevant accounts become immediately due. The customer is in addition obliged to release Westdeutsche ImmobilienBank AG pro tanto from all liabilities assumed for or on behalf of the customer. Westdeutsche ImmobilienBank AG is entitled to give notice of termination of liabilities assumed for or on behalf of the customer and, effective as against the customer, to liquidate other liabilities, in particular those in foreign currency, and it may immediately re-debit the customer's account for any bills and cheques purchased; claims arising under the laws relating to

bills of exchange and cheques against the customer and any other person liable under the respective instrument for payment of the full amount of the bill and cheque together with associated claims shall, however, remain with Westdeutsche ImmobilienBank AG until full settlement of any debit balance.

#### **No. 27 - Continuing validity of the General Business Conditions**

Even after termination of the business relationship as a whole or in any individual respect, the General Business Conditions shall continue to apply to the winding up thereof to the extent required to wind up the relationship.

#### **No. 28 - Deposit protection**

##### (1) Statutory deposit protection

In accordance with the provisions of the Einlagensicherungs-gesetz (EinSiG - Deposit Guarantee Act), Westdeutsche ImmobilienBank AG is a member of Entschädigungseinrichtung deutscher Banken GmbH (EdB), Burgstrasse 28, 10117 Berlin.

##### (2) Scope of protection

The EdB guarantees deposits up to the amount of EUR 100,000.00 per customer of the Bank.

The deposit protection covers all types of deposits, including demand, term and savings deposits. Liabilities arising from securities transactions entered into by Westdeutsche ImmobilienBank AG are also considered to be deposits to the extent that the purpose of these liabilities is to acquire the ownership or possession of funds for customers.

##### (3) Exemptions from deposit protection

Deposits not eligible for compensation include liabilities for which Westdeutsche ImmobilienBank AG has issued bearer securities, such as bearer notes and bearer deposit certificates, as well as the other deposits not eligible for compensation described in further detail in section 6 of the EinSiG.

##### (4) Transfer of claims

Insofar as EdB has made payments to a beneficiary, the beneficiary's claims against Westdeutsche ImmobilienBank AG and all subsidiary rights shall be transferred concurrently to EdB in the corresponding amount.

##### (5) Further information about deposit protection

Further information about deposit protection can be found on the EdB website under [www.edb-banken.de](http://www.edb-banken.de) (only available in German).

(1) Banking days shall be all work days except Saturdays and December 24 and 31.

(2) International Bank Account Number.

(3) Bank Identifier Code.