

The following translation is provided for your convenience only. The original German text *Bedingungen für den beleglosen Datenaustausch unter Einschaltung von Service-Rechenzentren mit ausschließlicher Autorisierung durch Begleitzettel* is binding in all respects. In the event of any divergence between the English and German texts, constructions, meanings or interpretations, those of the German original shall govern exclusively.

Terms and Conditions for Paperless Data Exchange by Means of Data Centre Service Provider with Authorisation Exclusively by Accompanying Note

I. General procedural terms and conditions and scope of services

1. The paperless exchange of data via remote data transmission, by means of data centre service providers and with authorisation exclusively through the use of accompanying notes (*Begleitzettel*), is to be effected by the Customer in accordance with the terms and conditions described below.
2. Under the procedure for paperless data exchange by means of data centre service providers, the Bank accepts files for credit transfer orders and direct debit orders which have been generated by the data centre service provider appointed by the Customer. Insofar as this has been expressly agreed, the Bank shall make account statement information available for collection by the data centre service provider appointed by the Customer.
3. Where such orders are to be placed by the Customer, the Bank, or the central entity acting on its behalf, shall retain files which have been transmitted for an availability period of 14 calendar days from the date upon which they were delivered. Following the end of this period, it will no longer be possible for the Customer (account holder) to place an order for the execution of these files. Account statement information will be made available by the central entity acting on the Bank's behalf for collection by the data centre service provider for a period of not less than 10 calendar days, beginning with the date of the daily closing.
4. In order to utilise this procedure, it is required that the data centre service provider have executed with the Bank, or with a central entity acting on its behalf, an agreement which recognises the Guidelines for the Participation of Data Centre Service Providers in Paperless Data Exchange via Remote Data Transmission (RDT) [*Richtlinien für die Beteiligung von Service-Rechenzentren am beleglosen Datenaustausch per Datenfernübertragung (DFÜ)*]. Should the Customer appoint a different data centre service provider, the Customer shall promptly inform the Bank in writing.

II. Placing of orders

1. By way of the accompanying note bearing the Customer's signature, the Customer authorises its order to the Bank to execute the credit transfer orders and/or direct debit orders contained within the files transmitted from the data centre service provider to the Bank. The data centre service provider is to furnish the Customer with an accompanying note which has already been filled out together with a control list (*Abstimmliste*). It is the obligation of the Customer to examine the information in the accompanying note for correctness. Amendments or corrections to the accompanying note are not permitted. The Bank is authorised to execute the order in accordance with the information contained therein.
Should the Customer request and receive a corrected accompanying note from its data centre service provider, the Customer shall use this corrected ticket in placing the order to the Bank. In this case, the original accompanying note may not be used for authorisation purposes. The accompanying note will specify the period within which authorisation under this procedure is possible.
2. In the case of payment orders, the Customer shall specify the relevant account details (account number and German bank routing code [*Bankleitzahl, BLZ*], or IBAN and BIC [SWIFT code]) of the payer as well as the relevant account details of the payment recip-

ient (account number and German bank routing code, or IBAN and BIC, or other designation for the payment recipient as recognised by the payment service provider). The payment service providers involved in the processing and execution of the payment orders shall be entitled to carry out this processing solely upon the basis of these account details. Should incorrect account details be provided, this may result in incorrect order handling and payment execution.

III. Revocation of orders

1. Upon receipt by the Bank of the relevant accompanying note, revocation of a file is no longer possible.
2. Changes to the contents of a file are only possible through revocation of the file in its entirety and placement of a new order.
3. Individual credit transfer orders and direct debit orders may only be revoked outside the scope of this procedure. The revocability of such orders shall be governed by the relevant special conditions, such as the Bank's Terms and Conditions for Credit Transfers (*Bedingungen für den Überweisungsverkehr*). In this case, the Customer will be required to provide the Bank with the individual transaction details which were included in the original order.

IV. Checking of files by the Bank

1. Should discrepancies be found in the course of processing the order between a file and its accompanying note, the Customer shall be informed of this fact. In this case, the order will not be executed.
2. Should the Bank identify errors in the course of checking the contents of a file, it shall be entitled to exclude the erroneous data records from further processing if proper execution of the order cannot be assured.
In this case, the Customer shall be promptly informed in the agreed manner.

V. Execution of orders

1. The Bank shall execute the orders when all of the following conditions for execution have been fulfilled:
 - The order data received from the data centre service provider have been duly authorised.
 - The data which has been received is in the specified format.
 - The prerequisites for execution as stipulated by the terms and conditions governing the respective type of transaction (e.g. sufficient account cover as stipulated under the Terms and Conditions for Credit Transfers) have been fulfilled.
2. Should the conditions for execution, as described in paragraph 1, not be fulfilled, the Bank will not execute the order and shall promptly inform the Customer that it has not been executed in the agreed manner. Insofar as possible, the Bank shall specify to the Customer the reasons and errors because of which the order could not be executed as well as possibilities for correcting these errors.
3. The order data transmitted from the data centre service provider to the Bank shall be processed as part of, and in accordance with, its ordinary workflows.