

These Special Conditions apply to the purchase or sale as well as to the safe custody of securities, also when the rights to the securities are not evidenced by certificates (herein-after "securities").

## Dealings in Securities

### No. 1 Forms of Dealings in Securities

#### (1) Commission Business/Fixed-Price Deals

The Bank and its client shall conclude deals in securities either in the form of commission business (2) or fixed-price deals (3).

#### (2) Commission Business

If the Bank executes orders placed by its client for the purchase or sale of securities in its capacity as commission agent, it shall conclude a purchase or sale transaction for this purpose with another market participant or with a Central Counterparty for the account of the client (execution transaction), or it shall mandate another commission agent (intermediate commission agent) to conclude an execution transaction. Within the scope of electronic trading on a stock exchange, the client's order may also be executed directly against the Bank or against the intermediate commission agent, if the conditions of stock exchange trading so permit.

#### (3) Fixed-Price Deals

If the Bank and the client mutually agree on a fixed or determinable price for an individual transaction (fixed-price deal), a contract has been brought about; accordingly, the Bank takes delivery of the securities as purchaser from the client or it delivers the securities as seller to the client. The Bank shall charge the client the agreed price plus interest accrued in the case of interest-bearing bonds.

### No. 2 Execution Policy for Dealings in Securities

The Bank shall carry out dealings in securities in accordance with its applicable Execution Policy,

as amended. The Execution Policy forms a constituent part of these Special Conditions for Dealings in Securities. The Bank shall be entitled to amend the Execution Policy in accordance with supervisory requirements. The Bank shall inform the client in each case about any amendments of the Execution Policy.

#### Special Provisions for Commission Business

### No. 3 Practices/Notification/Price

#### (1) Applicable Legal Provisions/Practices/ Business Conditions

Execution transactions shall be subject to the legal provisions and business conditions (practices) applicable at the execution venue; in addition, the General Business conditions of the Bank's contracting partner shall apply.

#### (2) Notification

The Bank shall inform the client immediately of the execution of the order. If the order was executed within the scope of electronic trading on the stock exchange directly against the Bank or against the intermediate commission agent, no separate notification is required.

#### (3) Price of the Execution Transaction/ Remuneration/ Expenses

The Bank shall charge the client with the price of the execution transaction; it shall be entitled to charge its remuneration and expenses including third-party costs.

**No. 4 Requirement of an Adequate Credit Balance/Securities Holding**

The Bank shall be obliged to execute orders or exercise subscription rights only to the extent that the client's credit balance, a loan available for securities trading, or the client's securities holding are adequate for execution. If the Bank does not execute the order in full or in part, it shall advise the client without undue delay.

**No. 5 Fixing of Price Limits**

The client may, when placing orders for the purchase or sale of securities, set price limits for the execution transaction (orders limited in price).

**No. 6 Period of Validity of Client Orders unlimited in Time**

**(1) Orders not limited in price**

An order not limited in price shall, in accordance with the Execution Policy (No. 2), be valid for one trading day only; if the order for same-day execution is not received in time to allow it to be dealt with in the ordinary course of business, it shall be valid for the next trading day. If the order is not executed, the Bank shall inform the client accordingly without undue delay.

**(2) Orders limited in price**

An order limited in price shall be valid until the last trading day of the current month (end-of-month). An order received on the last trading day of a particular month shall, unless it is executed on the same day, be valid for the next month, in accordance with the Execution Policy (No. 2). The Bank shall inform the client without undue delay of the period of validity of the client's order.

**No. 7 Period of Validity of Orders for the Purchase or Sale of Subscription Rights**

Orders not limited in price for the purchase or sale of subscription rights shall be valid for the duration of trading in such subscription rights. Orders limited in price for the purchase or sale of subscription rights shall become void at the end of the penultimate day of trading in such subscription rights. The period of validity of orders for the purchase or sale of foreign subscription rights shall be determined in accordance with the relevant foreign practices. As regards the treatment of subscription rights that belong to the securities portfolio of the client on the last day of the trading of subscription rights, no. 15 para. 1 shall apply.

**No. 8 Expiration of current Orders**

**(1) Payment of Dividends, other Disbursements, granting of Subscription Rights, Capital Increase from a Company's Financial Resources**

Orders limited in price for the purchase or sale of shares on foreign stock exchanges expire at the time of the payment of dividends, other disbursements, the granting of subscription rights or a capital increase from the company's financial resources at the end of that trading day on which the shares including the above-mentioned rights were traded for the last time, if the relevant rules and regulations in force at the execution venue provide for such expiry. In the event of any change of the share of capital paid in on partly paid shares or the par value of shares and in the event of a stock split, orders limited in price shall expire at the end of the trading day preceding that day on which the shares are quoted at a higher share of capital paid in or with their changed par value or split-up value.

**(2) Suspension of the Quotation**

In the event that price fixing does not take place in a German execution venue due to special circumstances in the sphere of the issuer (suspension of the quotation), all client orders in the securities concerned for execution in this execution venue shall become void, if the rules and regulations applying at such execution venue so provide.

**(3) Execution of Client orders in foreign Execution Venues**

When executing client orders in foreign execution venues, the practices of such foreign execution venues shall apply in this respect.

**(4) Notification**

Prior to the expiry of a client order, the Bank shall notify the client without undue delay.

**No. 9 Liability of the Bank in Commission Business**

The Bank shall be liable for the due and proper settlement of the execution transaction by its contracting partner or the contracting partner of the intermediate commission agent. Pending the conclusion of an execution transaction, the Bank shall be liable in connection with the appointment of an intermediate commission agent only for the exercise of due care and diligence in the selection and instruction of such agent.

## Settlement of Securities Transactions

### **No. 10 Settlement in Germany as a general Rule**

The Bank shall settle securities transactions in Germany unless the following conditions or an agreement to the contrary provide for delivery of the securities abroad.

### **No. 11 Delivery in Germany**

In the case of delivery in Germany, the Bank shall, if the securities are eligible for collective safe custody with the German securities clearing and deposit bank (Clearstream Banking AG), procure co-ownership of the collective custody holdings to the client - collective custody account credit (GS-Gutschrift). Insofar as securities are not eligible for collective custody, the client shall be procured sole ownership of the securities. The Bank shall keep these securities on behalf of the client, physically separated from its own holdings and from those of third parties (jacket custody - Streifbandverwahrung).

### **No. 12 Delivery abroad**

#### **(1) Delivery Agreement**

The Bank shall make delivery of the securities abroad, if

- it executes purchase orders for domestic or foreign securities abroad in its capacity as commission agent, or
- it sells foreign securities to the client by way of a fixed-price deal, which are not traded in Germany either on- or off-exchange, or
- it executes purchase orders for foreign securities in its capacity as commission agent or sells foreign securities to the client by way of a fixed-price deal, which even though they are traded on- or off-exchange in Germany, are customarily delivered abroad.

#### **(2) Appointment of Intermediate Depositories**

The Bank shall arrange for securities delivered abroad to be held in safe custody abroad. It shall mandate another German or foreign depository (e.g. Clearstream Banking AG) or shall entrust one of its offices abroad with such safe custody. The safe custody of the securities shall be subject to the legal provisions and practices of the place of deposit as well as the General Business Conditions applying to the foreign depository/depositories.

### **(3) Credit for Securities held abroad**

After due assessment of the circumstances and safeguarding the interests of the client, the Bank shall secure the ownership or co-ownership of the securities or any other legal position as is customary in the country of deposit and hold this legal position in a fiduciary capacity on behalf of the client. It shall credit the client for the securities held abroad (WR-Gutschrift), indicating the foreign country in which the securities are located (country of deposit):

### **(4) Cover Holding**

The Bank shall only be obliged to fulfil the client's claims for delivery under the credit for securities held abroad from the cover holding maintained by the Bank abroad. The cover holding consists of the securities of the same category held in safe custody on behalf of clients and the Bank in the country of deposit. A client who received a credit for securities held abroad thus pro-rata bears any and all economic and legal disadvantages which affect the cover holding as a consequence of Acts of God, civil commotion, war and natural disasters or other attachment by third parties abroad or in connection with restraints of rulers in Germany or abroad which are beyond the Bank's control.

### **(5) Treatment of Consideration**

If a client is obliged to bear disadvantages and damages to the cover holding in accordance with para. 4 above, the Bank shall not be obliged to reimburse the purchase price to the client.

## Services rendered in Connection with Safe Custody

### **No. 13 Custody Account Statement**

The Bank shall issue a custody account statement at least once a year.

### **No. 14 Redemption of Securities/Coupon Renewal**

#### **(1) Securities held in Safe Custody in Germany**

As regards securities held in safe custody in Germany, the Bank shall ensure the reimbursement of interest coupons, profit participation certificates and other coupons as well as the reimbursement of redeemable securities upon their maturity. The equivalent of interest coupons, profit participation certificates and other coupons as well as of matured securities of all types shall be credited subject to the proviso that the Bank receives the

amount, also in the case that the securities are payable at the Bank itself. The Bank shall procure new interest coupons, profit participation certificates and other coupons (coupon renewal service).

### **(2) Securities held in Safe Custody abroad**

In the case of securities held in safe custody abroad, these obligations are incumbent on the foreign depository.

### **(3) Drawing and Call of Bonds**

In the case of securities held in safe custody in Germany, the Bank shall monitor the time of redemption due to drawing and call on the basis of the publications in the "Wertpapier-Mitteilungen" (German securities Business Journal). In the event of a drawing of redeemable bonds held in safe custody abroad, which is made by securities numbers (drawing by numbers), the Bank shall, at its option, either allocate bond numbers for drawing purposes to the client on account of the securities credited abroad, or carry out the allocation of the amount attributable to the cover holdings to the client by means of an internal drawing. This internal drawing shall take place under the supervision of a neutral auditing body; it may instead be carried out by means of an electronic data processing system, if neutral drawing is ensured.

### **(4) Redemption in foreign Currency**

If interest coupons, profit participation certificates and other coupons as well as matured securities are redeemed in foreign currency or accounting units, the Bank shall credit the redemption amount to the client's account in that currency, if the client maintains an account in this currency. Otherwise it shall credit the amount to the client in Euro unless otherwise agreed upon.

## **No. 15 Handling of Subscription Rights/Warrants/Convertible Bonds**

### **(1) Subscription Rights**

The Bank shall inform the client about the granting of subscription rights if a relevant notice has been published in the "Wertpapier-Mitteilungen". Unless otherwise instructed before the end of the penultimate day of subscription rights trading, the Bank shall sell any and all domestic subscription rights belonging to the securities portfolio of the client at the market; the Bank shall be entitled to have foreign subscription rights realized at the market in accordance with the practice customary abroad.

### **(2) Option Rights and Conversion Rights**

The Bank shall inform the client of the expiry of rights attaching to warrants or conversion rights attaching to convertible bonds with the request for instructions, if the expiry date has been notified in the "Wertpapier-Mitteilungen".

## **No. 16 Communication of Notices**

If any information is published in the "Wertpapier-Mitteilungen" which concerns the securities of the client or if any such information is passed on to the Bank by the issuer or its foreign depository/intermediate depository, the Bank shall communicate this information to the client insofar as it may have a significant effect on the legal position of the client and the notification of the client is required for the safeguarding of its interests. The Bank shall in particular provide information on

- statutory compensation offers/offers to shareholders and conversion offers
- voluntary purchase and conversion offers
- restructuring procedures.

Notification of the client is not required if the Bank has not received the information in time or the action to be taken by the client would not be reasonable under economic considerations as the cost incurred would be out of proportion to the possible claims of the client.

## **No. 17 Obligation of the Bank to perform Examinations**

The Bank shall, on the basis of the publications in the "Wertpapier-Mitteilungen" examine, on the occasion of delivery of the securities certificates for safe custody, whether these are affected by loss reports (opposition), countermands of payment or similar actions. The examination as to invalidation procedures for lost and stolen securities shall also be carried out after the securities have been delivered into safe custody.

## **18. Exchange, Deletion from Safe Custody and Destruction of Securities Certificates**

### **(1) Exchange of Certificates**

The Bank may, without prior notice to the client, comply with a call for surrender of securities certificates published in the "Wertpapier-Mitteilungen", provided such surrender is manifestly in the client's interests and does not involve an investment decision (e.g. following the merger of the issuer with another company or if the secur-

ities certificates are incorrect in terms of contents). The client shall be informed accordingly.

**(2) Deletion from Safe Custody and Destruction after Loss of Securities Status**

If the securities certificates held in safe custody on behalf of the client lose their status as securities following extinction of the rights they represent, they may be deleted from the custody account of the client for the purpose of destruction. Certificates held in safe custody in Germany shall, where possible, be placed at the client's disposal if the client so requests. The client shall be notified of the deletion, possible delivery and possible destruction of the certificates. If the client fails to give any instructions, the Bank may destroy the certificates after the expiry of a period of two months after dispatch of such notification to the client.

**19. Liability**

**(1) Safe Custody in Germany**

When securities are held in safe custody in Germany, the Bank shall be liable for any fault on the part of its employees and the persons it entrusts with the performance of its duties. If the client has been credited on collective custody account, the Bank shall also be liable for the performance of the duties of Clearstream Banking AG.

**(2) Safe Custody abroad**

When securities are held in safe custody abroad, the Bank's liability is limited to the exercise of due care and diligence in the selection and instruction of the foreign depository or intermediate depository engaged by it. In the case of intermediate safe custody by Clearstream Banking AG or another domestic intermediate depository as well as safe custody by one of its offices abroad, the Bank shall be liable for any fault on their part.

**20. Miscellaneous**

**(1) Requests for Information**

Foreign securities which are to be delivered or sold abroad or which a client entrusts to the Bank for safe custody in Germany or abroad are as a rule subject to foreign law. The rights and obligations of the Bank and of the client are therefore also determined by such foreign law, which may also provide for the disclosure of the client's name. The Bank shall provide the relevant infor-

mation to foreign entities if it is obliged to do so; it shall inform the client accordingly.

**(2) Deposit for Safe Custody/Transfers**

These Special Conditions shall also apply, if the client physically deposits domestic or foreign securities with the Bank for safe custody or arranges to have securities account credit balances transferred from another depository. If the client requests safe custody abroad, the client shall be credited for securities held abroad, as provided for in these Special Conditions.