

## **General Terms and Conditions for the Use of the Trade Initiation Service**

*Any references hereinafter to the "Agreement", to "Clauses", "Schedules", "Annexes" and to the "Reference Guide", are to the Agreement on db•direct internet, its clauses, schedules, its annexes to the Customer Implementation Kit, and to the reference guide the reference guide describing certain technical, procedural and organisational rules for the db•direct internet service, as defined in the Agreement. Those matters not provided in this Schedule shall be governed by the Agreement and the Deutsche Bank's Standard Terms & Conditions for Electronic Banking Transaction.*

### **1. Interpretation and Definitions**

#### 1.1

##### **Trade Initiation Information**

Any information (including, but not limited to, templates and Trade Initiation Instructions) provided by the Customer or a Customer Affiliate to Deutsche Bank within the Trade Initiation Service.

##### **Trade Initiation Instruction**

Any trade related Instruction received by Deutsche Bank from the Customer or a Customer Affiliates, as specified in the Customer Implementation Kit, in accordance with this Schedule and the Agreement including, but not limited to, the Reference Guide.

##### **Trade Initiation Service**

The service provided by Deutsche Bank to the Customer and the Customer Affiliates, as specified in the Customer Implementation Kit, in accordance with this Schedule and the Agreement including, but not limited to, the Reference Guide.

##### **Trade Initiation User**

each individual specified in Annex 1.3.1 of the CIK, who is authorised by the Customer (acting on its own behalf and also on behalf of each of the Customer Affiliates), to gain access to the Trade Initiation Service on the Customer's behalf and/or on behalf of the Customer Affiliate and who is registered as a user of the Trade Initiation Service by Deutsche Bank.

##### **Trade Initiation User Rights**

for each Trade Initiation User, the individual access rights to (i) notify other Trade Initiation Users via E-mail of status changes regarding a Trade Initiation Instruction and (ii) authorise Trade Initiation Instructions, each as further described in the Reference Guide.

1.2 Except as otherwise defined herein, terms used herein shall have the meaning given to

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them in the Agreement, the Reference Guide and/or the Customer Implementation Kit.

1.3 These Trade Initiation Terms and Conditions shall supplement the terms and conditions of the Agreement, including, but not limited to, the Reference Guide, as far as the Trade Initiation Service is concerned. Unless otherwise expressly stated otherwise herein, the Agreement including, but not limited to, the Reference Guide, shall remain in full force and despite these Trade Initiation Terms and Conditions. Notwithstanding the foregoing, in case of a conflict between these Trade Initiation Terms and Conditions and the Agreement, the provisions of these Trade Initiation Terms and Conditions shall prevail.

**2. Scope of Trade Initiation Service**

2.1 The Customer and/or the Customer Affiliates may in accordance with the Reference Guide (i) authorise and transmit certain Trade Initiation Instructions to Deutsche Bank for types of trade transactions further described in the Reference Guide and (ii) notify other Trade Initiation Users by E-mail about changes in the status of a Trade Initiation Instruction. Therefore, Deutsche Bank shall grant the Customer and/or the Customer Affiliates the right to use the Trade Initiation Service subject to Clause 6 of the Agreement.

2.2 The Trade Initiation Service as provided by Deutsche Bank to the Customer and/or the Customer Affiliates, as specified in Annex 1.1 of the Customer Implementation Kit, will be set-up in a way that the Trade Initiation Users are registered by Deutsche Bank at the Server. The Trade Initiation Users may (i) authorise and transmit certain Trade Initiation Instructions to Deutsche Bank for several types of Trade Services; (ii) notify other Trade Initiation Users by E-mail about changes in the status of a Trade Initiation Instruction in accordance with Annex 1.3.1 and 1.3.2 of the Customer Implementation Kit and as further specified in the Reference Guide.

2.3 For each Authorised Person (each User specified in Annex 1.3.1 of the Customer Implementation Kit who is duly authorised with respect to the relevant Account(s) to issue Instructions on behalf of the Customer or such Customer Affiliate respectively) issuing Trade Initiation Instructions in connection with the Trade Services, the Customer shall specify in Annexes 1.3.2 and 1.3.3 of the Customer Implementation Kit, a respective maximum amount (limit) of a single Trade Initiation Instruction up to which the respective Authorised Person may, acting alone or together with another Authorised Person, authorise the Message, in which such Trade Initiation Instruction is contained. Such limit shall apply to each single Trade Initiation Instruction irrespective of whether it deals with the issuing of a letter of credit, a guarantee or the like or any amendment thereof or any other kind of Trade Initiation Instruction. Each limit, will be expressed in a base currency, as it is specified in Annexes 1.3.2 and 1.3.3 of the CIK, which applies on each date on which a Trade Initiation Instruction is transmitted hereunder to Deutsche Bank; the amount of any Trade Initiation Instruction in a currency other than the base currency, as mentioned in Annex 1.3.2. will for this purpose be calculated on such date by reference to the counter• value in the base currency of such amount resulting from the DB Reference Rate which has been fixed by Deutsche Bank on the business day immediately preceding such date.

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Once a Trade Initiation User has prepared a Trade Initiation Instruction or group of Trade Initiation Instructions, that Trade Initiation Instruction(s) can then be authorised by an Authorised Person and the Message (consisting of, or referring to, one or more Trade Initiation Instructions) can be transmitted to Deutsche Bank.

If Deutsche Bank receives a Message pertaining to the Trade Initiation Service, it will forward the Trade Initiation Instruction(s) contained therein, consistently with normal banking practice, to the DB Unit specified in such Trade Initiation Instruction(s), whereby it may disregard any reference to words like “urgent” or similar expressions inserted in the Trade Initiation Instruction. If any such Trade Initiation Instruction specifies a date for the forwarding to a DB Unit and such date is not a Local Business Day, Deutsche Bank shall forward such Trade Initiation Instruction on the next subsequent Local Business Day. If any such Trade Initiation Instruction specifies a date for the forwarding to a DB Unit, which is subsequent to the date on which Deutsche Bank receives the Message, Deutsche Bank shall forward such Trade Initiation Instruction on the specified date, unless the specified date is not a Local Business Day, in which case Deutsche Bank shall forward such Trade Initiation Instruction on the next Local Business Day.

Any Trade Initiation Instruction received by the relevant DB Unit will be processed by such DB Unit subject to any agreement, understanding, usage, regulation and/or law applying to the Accounts under the relevant Master Account Number (as defined in the Reference Guide). Clause 13 (1) of the Agreement shall be applicable as long as it does not conflict with the foregoing.

As long as the verification of Trade Initiation User Rights is automatically performed by the Trade Initiation Service as described in the Reference Guide, to the extent permitted under applicable law, Deutsche Bank shall not be obliged to verify either the contents of Trade Initiation Information inquired, retrieved, received or distributed by any Trade Initiation User or as to whether (i) the data contained in such Trade Initiation Information is correct, complete, up-to-date or sufficiently based on agreements among the Customer or a Customer Affiliate and third parties, (ii) the individual who inquires, retrieves, receives or distributes Trade Initiation Information, was actually a Trade Initiation User or (iii) a Trade Initiation User was properly granted his/her Trade Initiation User Rights and/or Trade Initiation User profile by the Customer or a Customer Affiliate.

Any Trade Initiation Information hosted by Deutsche Bank does not contain or imply any advice and/or any declaration of Deutsche Bank, including, but not limited to, any payment instruction, request for payment, reminder, credit advice or any other statement with legal implications. When using the Trade Initiation Service the Customer and any Customer Affiliate is fully responsible for choosing the Trade Initiation Information to be used for the creation of Trade Initiation Instructions and for checking whether the contents of this Trade Initiation Information is up-to-date, complete, correct and appropriate for the relevant transaction in view of its envisaged use within a Trade Initiation Instruction.

With respect to Trade Initiation Instructions the Customer and any Customer Affiliate hereby agree, that Deutsche Bank has not assessed whether the requested wording of such guarantee

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or letter of credit or similar instrument meets the economical requirements of the underlying contract(s) and/or fulfil(s) any legal requirements under any laws and regulation governing the underlying contract(s).

**3. Trade Initiation User and Trade Initiation User Rights; Security Measures**

3.1 Any Trade Initiation User listed in Annex 1.3.1 and 1.3.2 of the Customer Implementation Kit shall be treated as if it were a User with the Trade Initiation User Rights granted to it in accordance with the Reference Guide and the Customer Implementation Kit under the Agreement, in particular any provisions of the Reference Guide with respect to the issuance of a Password to Users, the secure treatment and storage of Passwords and the modification of User Rights shall apply mutatis mutandis to Trade Initiation Users and Trade Initiation User Rights respectively.

3.2 In connection with the Trade Initiation Service, the Customer and each Customer Affiliate shall establish and maintain the security standards to be adhered to in accordance with the Agreement (including, without limitation, the Reference Guide) which shall apply accordingly to the Trade Initiation Users.

3.3 Deutsche Bank shall take reasonable measures to prevent any dissemination or misuse of Trade Initiation Information distributed as part of the Trade Initiation Service via E-mail. In the event of an information breach occurs with respect to E-mail communication through the internet or any other communication through any telecommunication service, Deutsche Bank shall be responsible for such information breach unless such breach has not been caused by Deutsche Bank's intention or negligence.

**4. Individual Selection Right**

In connection with the Trade Initiation Instruction which is forwarded to the respective DB Unit, such DB Unit may refuse the acceptance of such instruction to the extent such the instruction constitutes a violation of applicable laws and regulations, or the Trade Initiation related to the instruction is practically non-feasible.