Deutsche Bank
Corporate Bank

Account Terms and Conditions for Institutional Customers Country Schedule: Germany

June 2026

1. INTRODUCTION

1.1 This German country schedule ("Country Schedule") sets out specific terms applying to an Account opened with, and Services provided by, a branch or office of Deutsche Bank AG in Germany ("Bank"). This Country Schedule should be read with the other documents comprising the Agreement.

1.2 The right of lien (referred to in clause 3 of this Country Schedule: Germany (Lien in favour of the Bank and its Domestic and Foreign Offices) of this Country Schedule, respectively) shall also secure any claims of any branch or office of Deutsche Bank AG outside of Germany arising from the Customer's banking relationship with Deutsche Bank AG.

1.3 The Customer agrees that the remaining business relationship between the Customer and the Bank outside the scope of this Agreement (i.e. Accounts and Services) in Germany shall be governed by the general business conditions ("Allgemeine Geschäftsbedingungen") and any other special conditions, in particular but not limited to the conditions for securities transactions, the Uniform Rules for Collections and the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce and which can be inspected on the Bank's website https://www.deutsche-bank.de/pfb/content/privatkunden/pk_rechtliche_hinweise.html.

2. OPERATION OF ACCOUNTS

Clause 3.3 ("Operation of Accounts") and 3.4 ("Operation of Accounts") of the Account Terms and Conditions is replaced by the following Clauses 3.3 and 3.4 below:

3.3 The Bank will make reasonable efforts to effect any request to amend or cancel a payment order. Requests for the cancellation or amendment of payment orders previously issued in the name of the Customer shall be communicated to the Bank in accordance with clauses 2, 3.2, and 3.10 of Clause 1 of the German Country Schedule.

3.4 The Customer shall promptly examine any statement, confirmation or advice made available by the Bank and promptly (but in any case, within 60 calendar days from the date on which the information was first made available to the Customer) notify the Bank of any errors in them. In the absence of notification by the Customer within that period, the statement, confirmation or advice will be deemed approved by the Customer. The Bank may, but is not obliged to, act on any notification received after that time. If not precluded by law, Customer's right to assert a claim against the Bank shall expire within 60 calendar days of receipt of the transaction advice that reasonably identified the transaction.

The Bank will provide the Customer with a periodic balance statement in respect of each Account at the end of each calendar quarter. The Customer shall promptly examine the periodic balance statement (and any other confirmation or advice made available by the Bank) and promptly (but in any case within six (6) weeks after receipt of such periodic balance statement) notify the Bank of any errors. Dispatch of any such notification in writing within such six (6) weeks' period shall be sufficient for the Customer to meet the requirement to notify the Bank by the end of such six (6) weeks' period. In the absence of notification by the Customer within that period, the periodic balance statement will be deemed approved by the Customer and all claims accrued by the Bank and the Customer during the period with respect to such Account (including interest and charges, as far as applicable, imposed by the Bank) shall be cleared and the Bank may charge interest on the balance arising there from.

Clause 3 (Operation of Accounts) of the Account Terms and Conditions is supplemented by the following clauses 3.9, 3.10, 3.11 and 3.12:

3.9 Incorrect credit entries on an Account (for example, due to a wrong Account number) may be reversed by the Bank through a debit entry prior to the issue of the next periodic balance statement in circumstances where the Bank has a repayment claim against the Customer (reverse entry). In which case, the Customer shall not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry has already been made.

If the Bank ascertains an incorrect credit entry after a periodic balance statement has been issued and if the Bank has a repayment claim against the Customer, the Bank shall debit the Account with the amount of the Bank's claim (correction entry). If the Customer objects to the correction entry, the Bank will re-credit the Account with the amount in dispute and assert its repayment claim separately.

The Bank will immediately notify the Customer of any reverse entries and correction entries made. Where relevant, with respect to the calculation of interest, the Bank shall effect any such entries retroactively as of the day on which the incorrect entry was made.

3.10 The Direct Customer Transfer Service is the default processing of Euro payment orders by the Customer to the Bank. The Bank will send a SWIFT Customer Credit Transfer directly to the creditor agent and transfer the related funds through a separate cover payment. Payment of the funds will take place on the execution date as indicated in the Customer's payment order. The Bank will make reasonable efforts to credit the funds to the creditor agent's account. In certain circumstances depending on the payment order by the Customer to the Bank, the Bank will process the instruction as a serial payment i.e. forwarding the instruction to the next intermediary agent. The Bank will not assume liability for any rejection of the funds transfer outside of the Bank's own control.

3.11 The Bank may use whatever System, such as T2, EBA EURO1 and SWIFT, and/or an intermediary agent, which is appropriate in its judgment, in connection with payment orders or requests for cancellation or amendment thereof, issued in the name of the Customer. The Customer agrees to be bound by the rules of any System used by the Bank in connection with a payment order or any request for its cancellation or amendment.

3.12 This clause 3.12. applies in respect of an Account held in a jurisdiction into which Directive (EC) 2015/2366 of the European Parliament and of the Council of December 23rd, 2015 (the "Payment Services Directive") has been transposed into national law.

To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in this Agreement including, without limitation, Title III of the Payment Services Directive and those articles of Title IV of the Payment Services Directive which are permitted to be subject to disapplication, as transposed under the law of the applicable jurisdiction.

3. SET OFF

Clause 6 (Set Off) of the Account Terms and Conditions is supplemented by the following clauses:

The Bank and each of its domestic and foreign offices or branches has a lien on the securities and chattels which, in connection with the Accounts or Services, have or may come into the possession of the Bank. The Bank and each of its domestic and foreign offices or branches also has a lien on any claims which the Customer has or may have against the Bank arising from the banking relationship (e.g. credit balances) with the Bank.

The lien secures all existing, future and contingent claims arising from the banking relationship with the Bank and each of its domestic and foreign offices or branches. If the Customer has assumed a liability for another customer's obligation towards the Bank or any of its domestic or foreign offices (e.g. as a surety), the lien shall secure only the matured debts arising from such liability.

The lien does not extend to the following circumstances:

(i). where funds or other assets to which the Bank has a power of disposal may be used only for a specified purpose (e.g. deposit of cash for payment of a bill of exchange);

(ii). shares issued by the Bank itself (own shares) and to securities which the Bank keeps in safe custody outside the jurisdiction for the Customer's Account; or

(iii). profit participation rights/profit-participation certificates issued by the Bank itself or any of the Bank's subordinated obligations confirmed by document or unconfirmed.

If securities are subject to the Bank's lien, the Customer is not entitled to demand the delivery of the interest and dividend coupons pertaining to such securities.

4. CUSTOMER OBLIGATIONS

Clause 7 (Customer Obligations) of the Account Terms and Conditions is supplemented by the following clause:

The Customer shall comply with, and assist the Bank in complying with, any law or regulation with jurisdiction over the Bank that is applicable to transactions and activities processed through or in connection with the Account, including anti-bribery and corruption laws; anti-money laundering laws and regulations and sanctions laws and regulations, as such laws and regulations may be promulgated or amended from time to time. The Customer shall also comply with any anti-money laundering and sanctions obligations that may be imposed upon the Customer by the laws and regulations of its home country, any jurisdiction where it maintains a presence and any jurisdiction governing the currency of a transaction related to this Agreement.

5. STANDARD OF SERVICE

Clauses 9.1 & 9.2 (Standard of Service) of the Account Terms and Conditions are replaced by the following clauses 9.1 and 9.2.

9.1 The Bank shall, in performing its obligations hereunder, only be liable to the Customer for any act or omission or breach of any duty under or in connection with the Account to the extent that such liability results from the Bank's (i) wilful misconduct or (ii) gross negligence, or (iii) a negligent breach of its Fundamental Duties. "Fundamental Duties" means the duties of the Bank that facilitate the orderly performance of its obligations in connection with the Account and in the fulfilment of which the Customer may trust. If the Customer has contributed to the loss through its own fault hereunder the principle of contributory negligence shall determine the extent to which the Customer and the Bank shall have to bear the costs.

9.2 a) For a negligent breach of Fundamental Duties pursuant to clause 9.1 (iii) above (other than a grossly negligent breach), the Bank's liability shall be limited to those damages to the Customer that could reasonably be foreseen by the Bank under the specific circumstances.

b) In no event shall the Bank's liability for any damage, referred to in clause 9.2 a) above, extend to any loss of profit, consequential loss or any other form of indirect loss, as far as such damage is not typical for the negligent breach by the Bank.

c) If the contents of an instruction are such that the Bank typically entrusts a third party with its further execution, the Bank performs the instruction by passing it on to the third party for execution. In which case, the Bank's liability shall be limited to the careful selection and instruction of the third party.

6. SEPA ENTRIES

The Bank reserves the right to reject SEPA Instant Credit Transfers; SEPA Credit Transfers and SEPA Direct Debits in favour of the Customer's Account or for debit of the Customer's Account. In particular SEPA payments related to the Account must not be used for correspondent banking services. Any other SEPA service provided by the Bank (like SEPA Indirect Participation) is subject to a separate agreement between the Bank and the Customer.

7. OPTIONAL PAYMENT ORDER SERVICES

Additional terms and conditions apply to a payment order if the Customer utilizes an optional Service specified in Schedule A hereto (each an "Optional Payments Service"). The Customer may subscribe to an Optional Payments Service by signing a separate set-up form provided by the Bank.

8. NOTICES AND OTHER EXCHANGE OF INFORMATION

8.3 Except as otherwise specifically provided in a Service Schedule, Reference Guide or Service Selection Form with respect to a particular Service, written notice by the Bank concerning this Agreement shall be effective if sent to the Customer at its address or such other address as may be hereafter notified in writing by the Customer. Written notice by the Customer to the Bank shall be effective if sent to Deutsche Bank AG, Taunusanlage 12, D-60325 Frankfurt am Main, Germany, Attention: Institutional Cash Management/ Customer Service or such other address as may be hereafter notified in writing by the Bank.

8.2 The exchange of other information between the Bank and the Customer (like the provision of invoices and quality reports by the Bank) will be conducted as specifically provided in a Service Schedule, Reference Guide or Service Selection Form with respect to a particular Service, to the extent it is otherwise agreed between the Parties.

9. GOVERNING LAW AND JURISDICTION

9.3 All matters arising from or connected with the operation of an Account and/or a Service shall be governed by German law.

9.2 The place of jurisdiction for any legal action relating to the operation of any Account or Service shall in each case exclusively be Frankfurt, Germany, provided that nothing in the Agreement shall limit the right of a Party to bring proceedings against the other Party before the courts of the jurisdiction in which the other Party is domiciled.

10. GENERAL

Clause 13 (General) of the Account Terms and Conditions shall be supplemented by the following Clause:

A reference to a "Business Day" in this Agreement or in any service documentation shall mean any day, in respect of which the European Central Bank has recommended that this day should be treated as a "T2 operating day" (i.e. generally Monday to Friday except certain German public holidays).

SCHEDULE A

Optional Payments Services

1. INTRODUCTION

This Schedule A sets out additional terms applying to the Optional Payments Services. The Customer agrees to use any Optional Payments Service in accordance with the Agreement, this Schedule A and the Reference Guide for such Optional Payments Service.

2. TIMED PAYMENT SERVICE

2.1 The Customer may subscribe to an Optional Payments Service pursuant to which the Customer may request the Bank to execute payment orders immediately or within a certain period during the Business Day, or to defer the execution of payment orders that are not time-sensitive to a later time in the day (the "Timed Payment Service").

2.2 The Customer must comply in all respects with the requirements for code words (including spacing) and formatting for the Timed Payment Service set out in the Reference Guide. A payment order that contains incomplete or inaccurate information for ordinary processing as a Timed Payment Order (as defined in the Reference Guide) shall be handled by the Bank in the manner described in the Reference Guide.

2.3 The Customer authorizes the Bank to execute any Timed Payment Order received by it even if the time requested by the Customer for execution of the Timed Payment Order has passed.

2.4 At any time in its sole discretion, the Bank may, upon one (1) Business Day's written notice, limit the aggregate EUR amount of Timed Payment Orders that the Customer may request the Bank to execute on any Business Day.

3. FEE CONTROL SERVICE

The Customer may subscribe to an Optional Payments Service to enable the Customer to control end-to-end bank charges for certain payments (the "**Fee Control Service**"). The Customer authorizes the Bank to apply the Direct Customer Transfer Service to any eligible payment order that is subject to the Fee Control Service.

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