



Terms and Conditions for the Transmission of Intraday Account Information in MT942 format

(1) Scope of services

Deutsche Bank (the "Bank") shall provide the Customer with intraday account information on the accounts specified in the instructions to perform electronic data transmission in the form of SWIFT MT942 files, which the Customer can download via Electronic Data Transmission (EDT) at the agreed times during the Bank's working hours. These files contain provisional information on incoming and outgoing payment transactions which the Bank has recorded and authorised for booking to the respective account before end-of-day processing. The intraday information does not include bookings to the account that only become effective while end-of-day processing is ongoing as part of the Bank's normal business operations. As part of the intraday account information, the Bank shall seek to provide the Customer with all available information, albeit without any guarantee for its completeness and accuracy. The Customer is aware, in particular, that the information contained in the electronically issued SWIFT MT940 account statement may deviate from that shown in the intraday account information. This is especially the case when the displayed intraday account information refers to payment transactions that were not originally placed in the account currency (international foreign currency payments).

(2) General procedural requirements

1. The Bank provides the Customer with intraday information to download using the business transaction code "VMK" (download provisional Customer account report).
2. The intraday account information provided to the Customer includes all available provisional bookings since the last MT942 file was created in accordance with the aforementioned scope of services. Once a file has been downloaded, the Customer is not able to download it again.
3. Intraday account information is available for the Customer to download for a maximum of 30 days. The Customer is responsible for downloading the file.
4. The transmitted intraday account information contains bookings to the respective accounts that are yet to become effective. Consequently, the Customer has no right to demand that the transactions shown in the intraday account information be booked, including, but not limited to the amounts specified.

5. The Customer may request that the Bank limits the volume of data shown in the intraday account information either to amounts shown as credit and debit bookings, or by setting transaction limits (floor limits). In this case, only transactions with amounts in excess of these specified limits are shown in detail. However, the total amount and the number of credit and debit bookings since the last created MT942 file will always be shown. These figures include all transactions: those shown in detail and those not shown in detail as a result of the set transaction limits.
6. The Customer is responsible for ensuring the intraday account information is used properly. The Customer must take special care to ensure that transaction information provided as part of the intraday account information is not mixed up with the respective transactions as shown in the account statement as this may result in seemingly falsified information and/or a limitation of the informational value of the transmitted account statement.

(3) Fees

The Customer shall pay the Bank the fees as agreed according to the number of files provided on a daily basis and the agreed transaction limits. The Bank is entitled and obliged to check this fee from time to time and to adjust the amount at its equitable discretion pursuant to section 315 of the German Civil Code (BGB). If the fee is increased, the Customer is entitled to terminate the EDT Agreement with the Bank in accordance with the Conditions for Electronic Data Transmission. In this case, the previously valid fee will continue to apply until the EDT Agreement is terminated. This does not include any additional costs.

(4) Miscellaneous provisions

In addition, the agreements concluded between the Customer and the Bank for the purposes of electronic banking transactions shall apply; in particular, the Conditions for Electronic Data Transmission as well as the Bank's General Business Conditions which can be obtained at any of the Bank's business premises and will also be sent by post upon request.