



**General Terms and Conditions,  
Special Conditions and  
Further Information on  
Payment Services  
with Entrepreneurs**

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\* These Conditions only take effect in conjunction with the respective product contracts.

\*\*The present translation is furnished for the customer's convenience only. The original German text of the General Terms and Conditions / of each Special Conditions for Payment Services, available under [www.dzbank.de/agb-sonderbedingungen](http://www.dzbank.de/agb-sonderbedingungen), is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

# General Terms and Conditions

Version: February 2022

The present translation is furnished for the customer's convenience only. The original German text of the General Terms and Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

The Bank is a member of the BVR Institutssicherung GmbH and the Protection Scheme of the National Association of German Cooperative Banks (Sicherungseinrichtung des Bundesverbandes der Deutschen Volksbanken und Raiffeisenbanken e. V.).

## Basic rules governing the relationship between Customer and Bank

### 1 Scope of application and amendments to these General Terms and Conditions and Special Terms and Conditions for Specific Business Relationships

#### (1) Scope of application

These General Terms and Conditions govern the entire business relationship between the Customer and the Bank's domestic offices (referred to in the following as the "Bank"). In addition, specific business relationships (such as securities transactions, payment transactions and savings accounts) are governed by Special Terms and Conditions, which deviate from or supplement these General Terms and Conditions; they are agreed with the Customer when an account is opened or an order is placed. If the Customer also maintains business relationships with foreign offices, the Bank's lien (No. 14 of these General Terms and Conditions) will also secure any claims of such foreign offices.

#### (2) Amendments

##### a) Amendment offer

Amendments to these General Terms and Conditions and the Special Terms and Conditions shall be offered to the Customer no later than two months before the proposed time of their entry into force. If the Customer has arranged an electronic communication method with the Bank (online banking, for example), the amendments may also be offered via this method.

##### b) Acceptance by the Customer

The amendments offered by the Bank shall only enter into force if the Customer accepts these, if applicable, by way of the fictitious consent regulated hereinafter.

##### c) Acceptance by the Customer by way of fictitious consent

The Customer's silence shall only be regarded as consent to the amendment offer (fictitious consent), if

**aa)** the Bank makes the amendment offer, in order to restore conformity of the contractual terms and conditions with a changed legal situation, because a provision of these General Terms and Conditions or Special Terms and Conditions

- no longer complies with the legal situation due to a change of laws, including directly applicable legal regulations of the European Union or
- becomes invalid or may no longer be used due to a legally binding court decision, also by a court of first instance or
- can no longer be reconciled with the regulatory obligations of the Bank due to a binding order of a national or international authority responsible for the Bank (e.g. the Federal Financial Supervisory Authority or the European Central Bank) and

**bb)** the Customer did not reject the Bank's amendment offer prior to the proposed time of the amendments entering into force.

The Bank will inform the Customer about the consequences of his/her silence in the amendment offer.

##### d) Exclusion of fictitious consent

The fictitious consent shall not apply

- to amendments to numbers 1 paragraph 2 and 12 paragraph 5 of the General Terms and Conditions and the corresponding regulations in the Special Terms and Conditions or
- to changes relating to the main performance obligations of the contract and the fees for main services, or
- to changes of fees, which are aimed at a payment by the consumer over and above the fee arranged for the main service, or
- to changes that are equivalent to the conclusion of a new contract, or

- to changes that would shift the previously arranged relationship between performance and consideration significantly in favour of the Bank.

In these cases, the Bank will obtain the consent of the Customer to the amendments in another way.

#### e) Customer's cancellation right with the fictitious consent

If the Bank makes use of the fictitious consent, the Customer may also cancel the contract affected by the amendment prior to the proposed time of the amendments entering into force, without notice and free of charge. The Bank will specifically inform the Customer about this cancellation right in its amendment offer.

## 2 Banking secrecy and status report

### (1) Banking secrecy

The Bank has the duty to maintain secrecy regarding any customer-related facts and assessments which may come to its knowledge (banking secrecy). The Bank may only disclose information concerning the Customer if it is legally required to do so or if the Customer has consented thereto or if the Bank is authorised to provide a status report.

### (2) Status report

Status reports contain statements and comments of a general nature concerning the financial situation, creditworthiness and solvency of the Customer; no information will be disclosed as to account balances, savings deposits, securities deposits or of other assets entrusted to the Bank or as to amounts drawn under a credit facility.

### (3) Prerequisites for the issuance of a status report

The Bank is entitled to issue status reports on legal entities or business persons registered in the commercial register, provided that the pertinent enquiry relates to their business activities. The Bank does not, however, disclose any information if it has received instructions to the contrary from the Customer. The Bank will only issue status reports on other persons (private customers and associations in particular) if such persons have given their express consent to this, either in general or on a case-by-case basis. Status reports are disclosed only if the requesting party has substantiated its justified interest in the information requested and there is no reason to assume that the disclosure of such information would be contrary to the Customer's legitimate interests.

### (4) Recipients of status reports

The Bank issues status reports only to its own customers or to other credit institutions for their own purposes or those of their customers.

## 3 Liability of the Bank; contributory negligence of the Customer

### (1) Principles of liability

In performing its obligations, the Bank shall be liable for any negligence on the part of its staff and of those persons whom it may call on for the performance of its obligations. Where the Special Terms and Conditions for Specific Business Relationships or any other agreements provide otherwise, any such provisions shall prevail. In the event of the Customer contributing to the occurrence of loss through fault of its own (for example by violating its duty to cooperate under No. 11 hereof), the principles of contributory negligence shall determine the proportions in which the Bank and the Customer shall bear any such loss.

### (2) Orders passed on to third parties

If the contents of an order are such that the Bank would typically entrust a third party with its further execution, the Bank will perform the order by passing it on to such third party in its own name (order passed on to third party). This applies, for example, to obtaining status reports from other credit institutions or to the custody and administration of securities in other countries. In such cases, the liability of the Bank shall be limited to the careful selection and instruction of said third party.

### **(3) Disruption of business**

The Bank shall not be liable for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Bank is not responsible (e.g. strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign authorities).

### **4 Limits to the offsetting authority of the Customer who is not a consumer**

The Customer, who is not a consumer, may only offset against receivables of the Bank if his/her receivables are undisputed or have been determined to be legally binding. This offsetting restriction shall not apply to a receivable to be offset by the Customer, which has its legal basis in a loan or financial assistance, as per §§ 513, 491 to 512 of the German Civil Code (BGB).

### **5 Power of disposition upon Customer's death**

Upon the customer's death any person, who purports to be the legal successor of the customer towards the Bank, has to prove the title of inheritance conveniently. If an official or certified copy of the testamentary disposition (last will or contract of inheritance) is submitted to the Bank together with the pertinent record of probate proceedings, the Bank may consider any person designated as heir or executor therein as the entitled person, permit this person to dispose of any assets and, in particular, make payments or delivery to this person, thereby discharging its obligations. This shall not apply if the Bank has notice that the person designated therein has no power of disposition (e.g. as a result of the will having successfully been challenged or having been found invalid) or if the Bank has no notice thereof due to its own negligence.

### **6 Applicable law and place of jurisdiction for Customers who are businesses or public-law entities**

#### **(1) Applicability of German law**

German law shall apply to the business relationship between the Customer and the Bank.

#### **(2) Place of jurisdiction for domestic Customers**

If the Customer is a business and if the business relationship in dispute is attributable to the operation of this business, the Bank may sue the Customer either in the court having jurisdiction for the bank office maintaining the relevant account or before any other competent court; the same applies to legal entities under public law and public-law special funds (öffentlich-rechtliches Sondervermögen). The Bank itself may be sued by such Customers only before the court having jurisdiction for the bank office maintaining the relevant account.

#### **(3) Place of jurisdiction for foreign Customers**

The agreement on the place of jurisdiction shall also apply to Customers who conduct a comparable trade or business abroad and to foreign institutions which are comparable to domestic legal entities under public law or a public-law special fund (öffentlich-rechtliches Sondervermögen).

## **Account management**

### **7 Periodic balance statements for current accounts**

#### **(1) Issue of periodic balance statements**

Unless otherwise agreed upon, the Bank shall issue a periodic balance statement for current accounts at the end of each calendar quarter, thereby settling the claims accrued by both parties during the preceding period (including interest and charges imposed by the Bank). Pursuant to No. 12 of these General Terms and Conditions or any other agreement entered into with the Customer, the Bank may charge interest on the balance arising from such settlement.

#### **(2) Time limit for objections; tacit approval**

Any objections the Customer may have with regard to the accuracy or completeness of a periodic balance statement must be raised not later than six weeks after its receipt; where any objection is made in writing, the dispatch of such objection within said six-week period shall suffice. Failure to raise objections in due time will be deemed approval. When issuing the periodic balance statement, the Bank will expressly draw the Customer's attention to this consequence. The Customer may demand a correction of the periodic balance statement even after expiry of this period, but will then be required to prove that the account was either wrongly debited or was, in fact, mistakenly not credited.

### **8 Reverse entries and correction entries made by the Bank**

#### **(1) Prior to issuing a periodic balance statement**

Incorrect credit entries on current accounts (e.g. due to a wrong account number) may be reversed by the Bank via a debit entry prior to the issue of the next periodic balance statement to the extent that the Bank has a repayment claim against the Customer (reverse entry); in this case, the Customer may not object to the debit entry

on the grounds that the Customer has already disposed of an amount equivalent to the credit entry.

#### **(2) After issuing a periodic balance statement**

If the Bank identifies an incorrect credit entry only after a periodic balance statement has been issued and if the Bank has a repayment claim against the Customer, it will debit the Customer's account with the amount of its claim (correction entry). Where 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.

#### **(3) Notification to the Customer; calculation of interest**

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

### **9 Collection orders**

#### **(1) Conditional credit entries effected upon presentation of documents**

If the Bank credits the countervalue of cheques or direct debits prior to their clearance, this will be done on condition of actual payment, even if these items are payable at the Bank itself. If the Customer presents other documents, instructing the Bank to collect an amount due from a debtor (e.g. interest coupons), and if the Bank effects a credit entry for such amount, this will be done subject to the Bank receiving the relevant amount. This proviso shall also apply if the cheques, direct debits and other items are payable at the Bank itself. If cheques or direct debits are not paid or if the Bank does not obtain the amount under the collection order, the Bank will cancel the conditional credit entry regardless of whether or not a periodic balance statement has been issued in the meantime.

#### **(2) Payment of direct debits and of cheques made out by the Customer**

Direct debits as well as cheques will be cleared if the debit entry has not been cancelled prior to the end of the second banking business day<sup>1</sup> - for direct debits using the SEPA company direct debit procedure not prior to the third banking business day - after it was made. Cheques payable in cash are deemed to have been cashed in once their amount has been paid to the presenting party. Cheques are also deemed to have been honoured as soon as the Bank dispatches an advice of payment. Cheques presented through the clearing office of the Bundesbank are deemed to have been honoured if they are not returned within the time period stipulated by the Bundesbank.

### **10 Foreign currency transactions and risks associated with foreign currency accounts**

#### **(1) Execution of orders relating to foreign currency accounts**

Foreign currency accounts of the Customer serve to effect the cashless settlement of payments to and dispositions by the Customer in foreign currency. Dispositions of foreign currency account credit balances (e.g. by means of credit transfers to the debit of the foreign currency account) will be settled via banks in the home country of the currency unless the Bank executes them entirely within its own organization.

#### **(2) Credit entries for foreign currency transactions with the Customer**

If the Bank concludes a transaction with the Customer (e.g. a forward exchange transaction), under which it owes the provision of an amount in a foreign currency, it will discharge its foreign currency obligation by crediting the Customer's account in the respective currency unless otherwise agreed upon.

#### **(3) Temporary limitation of performance by the Bank**

The Bank's duty to execute instructions for the debit of a foreign currency account credit balance (paragraph (1) above) or to discharge a foreign currency obligation (paragraph (2) above) shall be suspended to the extent that and for as long as the Bank is unable, or only partially able, to dispose of the currency in which the foreign currency credit balance or obligation is denominated due to political measures or events in the country of the respective currency. To the extent that and for as long as such measures or events persist, the Bank is not obligated either to perform at some other place outside the country of the respective currency, in some other currency (including euros) or by providing cash. However, the Bank's duty to execute instructions for the debit of a foreign currency account credit balance shall not be suspended if the Bank can execute such instructions entirely within its own organization. The right of the Customer and of the Bank to offset mutual claims due in the same currency against each other shall not be affected by the above provisions.

#### **(4) Exchange rate**

The exchange rate for foreign currency transactions shall be determined on the basis of the "List of Prices and Services". The Payment Services Framework Agreement shall also apply to payment services.

<sup>1</sup> Banking business days are all working days except for Saturdays and 24 and 31 December.

## Customer's duty to cooperate

### 11 Customer's duty to cooperate

#### (1) Notification of changes

The proper performance of transactions requires that the Customer notifies the Bank without delay of any changes to the Customer's name and address, as well as the termination of, or amendment to, any powers of representation in relation to the Bank conferred to any person (powers of attorney in particular). This duty to notify also exists where the powers of representation are recorded in a public register (e.g. the commercial register) and any termination thereof or any amendments thereto are entered into that register. In addition to this, further statutory notification obligations may arise, in particular, in connection with the German Act on the Prevention of Money Laundering (Geldwäschegesetz).

#### (2) Clarity of orders

Orders must be unequivocal as to their contents. Orders that are not worded clearly may lead to queries which may result in delays. When placing orders, the Customer shall pay particular attention to the accuracy and completeness of its data, especially account numbers, bank codes, IBAN<sup>2</sup> and BIC<sup>3</sup> numbers and the currency. Amendments, confirmations or repetitions of orders must be designated as such.

#### (3) Special reference to urgency in connection with the execution of an order

If the Customer believes that an order requires particularly prompt execution, the Customer shall notify the Bank of this fact separately. For orders issued on a printed form, this must be done separately from such form.

#### (4) Examination of, and objections to, notifications received from the Bank

The Customer shall examine, without undue delay, any statements of account, security transaction statements, statements of securities and of investment income, other statements, advices of order execution as well as any information on expected payments and consignments (advices) as to their correctness and completeness and, without undue delay, raise any objections relating thereto.

#### (5) Notification to the Bank in case of non-receipt of statements

The Customer shall notify the Bank without undue delay if periodic balance statements and securities statements are not received. The duty to notify the Bank also exists if other advices expected by the Customer are not received (e.g. security transaction statements, statements of account after execution of customer orders and credit transfers or payments expected by the Customer).

## Cost of Bank services

### 12 Interest, charges and out-of-pocket expenses

#### (1) Interest and charges in private banking

Interest and charges for loans and services customary in private banking are set out in the "Price Schedule - Standard Rates for Private Banking" and also in the "List of Prices and Services". If the Customer makes use of a loan or main service listed therein and unless otherwise agreed between the Bank and the Customer, the interest and charges listed in the then valid Price Schedule or List of Prices and Services shall apply. The bank may only explicitly reach an agreement with the Consumer on a consumer payment aimed at exceeding the agreed payment for the main service even if it is listed in the "Price Schedule" or "List of Prices and Services". For the remuneration of main services not listed here which are provided in accordance with the Customer's instructions or are rendered in what is presumed the Customer's best interest and which can, under the given circumstances, only be expected to be provided against remuneration, the statutory provisions shall apply, provided no other agreement has been reached.

#### (2) Interest and charges other than for private banking

The amount of interest and charges other than for private banking shall be determined by the Bank at its reasonable discretion (Section 315 German Civil Code (Bürgerliches Gesetzbuch)), provided no other agreement has been reached and no statutory provisions preclude this.

#### (3) Non-chargeable services

The Bank shall not charge any fees for a service which the Bank is obliged to render by law or as a result of a contractual accessory obligation or which the Bank perceives to be in its own best interest, unless such a charge is legally permissible and is made in accordance with statutory provisions.

#### (4) Change in interest rates; Customer's right of termination in the event of interest rate increase

In the case of variable-interest-rate loans, the interest rate shall be adjusted in accordance with the terms of the respective loan agreement concluded with the Customer. The Bank shall notify the Customer of any changes in interest rates. In the event of an increase, the Customer may, provided no other agreement has been

entered into, terminate the relevant loan agreement with immediate effect within six weeks from the notification of the change. If the Customer terminates the business relationship, any such increase in interest shall not be applied to the terminated loan agreement. The Bank shall allow an adequate period of time for settlement.

#### (5) Changes to fees for services that are typically used continuously

Changes to fees for bank services that are typically used by the Customer continuously within the existing business relationship (for example, account-holding and custodianship), will be offered to the Customer no later than two months prior to the proposed time of their entry into force in text form. If the Customer has arranged an electronic communication method with the Bank (online banking, for example), the amendments may also be offered via this method. An agreement on the change of a fee aimed at a payment of a consumer in excess of the main service may be made by the bank with the consumer only expressly.

#### (6) Out of pocket expenses

The Bank shall be entitled to the reimbursement of expenses as provided by applicable law.

#### (7) Specifics relating to consumer loan agreements and payment service agreements with consumers for payments

For consumer loan agreements and payment services agreements with consumers for payments, the interest and costs (charges, out-of-pocket expenses) shall be governed by the respective contractual agreements and special terms and conditions as well as statutory provisions.

## Collateral for the Bank's claims against the Customer

### 13 Providing or increasing collateral

#### (1) Bank's right to request collateral

The Bank may demand that the Customer provide the usual forms of collateral for any claims that may arise from the banking relationship, even if such claims are conditional (e.g. reimbursement claims for amounts paid under a surety furnished for the Customer). However, where the Customer has assumed liability for another customer's obligations towards the Bank (e.g. as a surety), the Bank's entitlement to the provision of, or an increase in, collateral with regard to the resulting liability shall only arise upon the relevant debt becoming due and payable.

#### (2) Changes in risk

If the Bank, at the time when its claims against the Customer arose, had dispensed wholly or partly with demanding that collateral be provided or increased, the Bank may nonetheless make such a demand at a later stage, provided however that circumstances occur or become known which justify a higher risk assessment of the claims against the Customer. This may be the case in particular if

- the Customer's financial situation has deteriorated or is likely to deteriorate, or
- the value of the existing collateral has deteriorated or is likely to deteriorate.

The Bank has no right to demand collateral if it has been expressly agreed that the Customer does not have to provide any collateral or must only provide collateral which has been individually specified. For consumer loan agreements, the Bank is entitled to demand that collateral be provided or increased only to the extent that such collateral is specified in the loan agreement. If the net loan amount exceeds EUR 75,000, the Bank may demand that collateral be provided or increased even if a consumer loan agreement signed before 21 March 2016 or a general consumer loan agreement pursuant to section 491 (2) BGB (German Civil Code) signed after 21 March 2016 does not contain any or any exhaustive reference to collateral.

#### (3) Setting a time limit for providing or increasing collateral

The Bank shall grant adequate time for the provision of or the increase in collateral. If the Bank intends to make use of its right of termination without notice in accordance with No. 19 paragraph (3) hereof in the event of the Customer failing to comply with the obligation to provide or to increase collateral within such a time period, the Bank must bring this consequence to the Customer's attention before availing itself of its right of termination.

## 14 Lien in favour of the Bank

#### (1) Agreement on lien

The Customer and the Bank agree that the Bank will acquire a lien on the securities and chattels which, within the scope of banking business, have come or may come into the possession of a domestic office of the Bank. The Bank also acquires a lien on any claims which the Customer has, or may in future have, against the Bank from the banking relationship (e.g. credit balances).

#### (2) Collateralised claims

The lien serves to collateralise all existing, future and contingent claims arising from the banking relationship to which the Bank, with all its domestic and foreign offices, is entitled vis-à-vis the Customer. If the Customer has assumed a liability for another customer's obligations towards the Bank (e.g. as a surety), the lien shall not

<sup>2</sup> International Bank Account Number

<sup>3</sup> Business Identifier Code

collateralise the debt resulting from such liability before said debt becomes due and payable.

### **(3) Exemptions from the lien**

If funds or other assets fall under the Bank's power of disposition with the proviso that they may only be used for a specified purpose (e.g. deposit of cash for payment of a bill of exchange), the Bank's lien shall not extend to these assets. The same applies to the profit-participation rights (Genussrechte) issued by the Bank itself, to the Customer's claims against the Bank arising from subordinated obligations and to securities which the Bank keeps in safe custody abroad for the Customer's account.

### **(4) Interest and dividend coupons**

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

## **15 Securitisation rights in the case of collection documents and discounted bills of exchange**

### **(1) Transfer of title by way of security**

The Bank will acquire title by way of security of any cheques and bills of exchange deposited for collection at the time such documents are deposited. The Bank acquires absolute title to discounted bills; if it debits the discounted bills back to the account, the Bank will nevertheless retain title to these bills of exchange by way of security.

### **(2) Assignment by way of security**

Any claims underlying cheques and bills of exchange shall pass to the Bank simultaneously with the acquisition of title in said cheques and bills of exchange; any such claims shall also pass to the Bank if other documents are deposited for collection (e.g. direct debits, documents of commercial trading).

### **(3) Special purpose collection documents**

If collection documents are deposited with the Bank with the proviso that their countervalue may only be used for a specified purpose, the transfer or assignment of title by way of security shall not extend to these documents.

### **(4) Secured claims of the Bank**

The title transferred or assigned by way of security serves to secure any claims to which the Bank may be entitled vis-à-vis the Customer in connection with the Customer's current accounts when documents are presented for collection or when re-debiting unredeemed collection documents or discounted bills of exchange. Upon the Customer's request, the Bank shall re-transfer title of such documents to the Customer by way of security and of the claims that have passed to it if it does not, at the time of such request, have any claims vis-à-vis the Customer that require collateralisation and if it does not permit the Customer to dispose of the countervalue of such documents prior to their final payment.

## **16 Limitation of the entitlement to collateral and obligation to release**

### **(1) Cover limit**

The Bank may demand that collateral be provided or increased until the realisable value of all collateral corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

### **(2) Release**

Where the realisable value of all collateral combined exceeds the cover limit not only temporarily, the Bank shall, at the Customer's request, release such collateral as the Bank may choose in the amount exceeding the cover limit; when selecting the collateral to be released, the Bank shall take into account the legitimate interests of the Customer and of any third party who has provided security for the Customer's obligations. To this extent, the Bank is also obliged to execute orders of the Customer relating to the items subject to the lien (e.g. sale of securities, repayment of savings deposits).

### **(3) Special agreements**

Where a valuation measure other than the realisable value has been agreed for a specific collateral or a different cover limit or a different threshold for the release of collateral, these measures, limits or thresholds shall apply.

## **17 Realisation of collateral**

### **(1) Option of the Bank**

Where several items of collateral exist, the Bank may choose which collateral to realise. When realising collateral and selecting the items to be realised, the Bank shall take into account the legitimate interests of the Customer and any third party who may have provided collateral for the Customer's obligations.

### **(2) Credit entry for proceeds under German value-added tax law**

If the realisation is subject to value-added tax, the Bank will provide the Customer with a credit entry for the proceeds; such entry serves as invoice for the supply of

the item given as collateral and meets the requirements of German value-added tax law.

## **Termination**

### **18 Customer's rights of termination**

#### **(1) Right of termination at will**

The Customer may, at any time and without notice, terminate the entire business relationship or individual elements thereof (e.g. cheque agreements), unless a specific term or a differing notice requirement has been agreed.

#### **(2) Termination for good cause**

If the Bank and the Customer have agreed on a specific term or a differing notice requirement for a specific business relationship, such relationship may only be terminated without notice if the Customer cannot reasonably be expected to continue the business relationship, also giving due consideration to the legitimate interests of the Bank.

#### **(3) Statutory termination rights**

Statutory termination rights shall remain unaffected.

### **19 Bank's rights of termination**

#### **(1) Termination upon notice**

Upon observing an adequate notice period, the Bank may at any time terminate the entire business relationship or individual elements thereof for which neither a term nor a differing notice requirement has been agreed (e.g. the cheque agreement authorising the use of cheque forms). In determining the notice period, the Bank shall take into account the legitimate interests of the Customer. The minimum notice period for terminating a payment service framework agreement (e.g. a current account or card contract) or a custody account is two months.

#### **(2) Termination of loans with no fixed term**

Loans and loan commitments for which neither a fixed term nor a differing notice requirement has been agreed may be terminated at any time by the Bank without giving notice. When exercising this right of termination, the Bank shall give due consideration to the legitimate interests of the Customer.

Where the German Civil Code contains special provisions for the termination of consumer loan agreements, the Bank may only terminate the aforesaid in compliance with said provisions.

#### **(3) Termination for good cause without notice**

The termination of the entire business relationship or individual elements thereof without notice is permitted if the Bank cannot reasonably be expected to continue the business relationship, after giving due consideration to the legitimate interests of the Customer. Good cause is deemed to exist in particular:

- If the Customer has made incorrect statements as to his/her financial status, provided such statements were of material significance for the Bank's decision concerning the granting of credit or other operations involving risks for the Bank (e.g. the delivery of a payment card); in the case of consumer loans this only applies if the Customer has deliberately withheld information relevant for the credit assessment or has falsified said information and this has resulted in a deficiency in the credit assessment or
- if a substantial deterioration in the Customer's financial status or in the value of the collateral has occurred or is likely to occur, jeopardising the repayment of the loan or the discharge of any other obligation towards the Bank even if collateral provided for this purpose has been realised; or
- if the Customer fails to meet its obligation to provide or increase collateral pursuant to No. 13 paragraph (2) hereof or pursuant to any other agreement within the time period set for this purpose by the Bank.

If good cause arises from the breach of a contractual obligation, termination shall only be permitted after expiry of a reasonable period set for the breach to be remedied by the Customer and said breach has not been remedied, or after an unsuccessful demand for performance addressed to the Customer, unless this proviso can be dispensed with owing to the circumstances of the individual case (Section 323 (2) and (3) German Civil Code).

#### **(4) Termination of consumer loan agreements in the event of default**

Where the German Civil Code contains special provisions for the termination of consumer loan agreements in the event of payment default, the Bank may only terminate the relationship in accordance with these provisions.

#### **(5) deleted**

#### **(6) Settlement following termination**

In the event of termination without notice, the Bank shall allow the Customer a reasonable period of time for the settlement (in particular for the repayment of the loan), provided there is no need for immediate action (e.g. the return of the cheque forms in the event of termination of a cheque agreement).

## **Deposit Insurance Scheme**

### **20 BVR Institutssicherung GmbH and BVR-Protection-Scheme**

#### **(1) Institution and deposit insurance**

The Bank is a member of the BVR Institutssicherung GmbH and the Protection Scheme of the National Association of German Cooperative Banks (Sicherungseinrichtung des Bundesverbandes der Deutschen Volksbanken und Raiffeisenbanken e.V.- BVR). As institution-related deposit insurance schemes, the task of these schemes is to avert and resolve any anticipated or existing economic difficulties at the institutions with which they are associated. All institutions that are members of these insurance schemes support each other mutually in order to prevent insolvency. Customer deposits - essentially savings deposits, savings bonds, term deposits, demand deposits and debt securities - are also protected by the insurance scheme.

#### **(2) Statutory deposit insurance protection of the BVR Institutssicherung GmbH**

The institution-related deposit insurance scheme run by the BVR Institutssicherung GmbH is officially recognized as a deposit insurance scheme. If, contrary to paragraph 1, an insolvency should occur, the deposits as defined in section 2, paragraphs 3 to 5 of the Einlagensicherungsgesetz (German Deposit Guarantee and Investor Compensation Act) shall be reimbursed by BVR Institutssicherung GmbH up to the maximum limits as set forth in section 8 Einlagensicherungsgesetz.

#### **(3) Voluntary deposit insurance protection of the protection scheme**

In the event of insolvency, the protection scheme shall cover all deposits as set forth in section 1 paragraph 4 of the statute of the protection scheme above and beyond the statutory protection in accordance with paragraph 2.

#### **(4) Entitlement to information**

The Bank shall be entitled to disclose to the Protection Fund or to one of its commissioned parties all relevant information and to place any necessary documents at their disposal. The Bank shall be entitled to disclose to the BVR Institutssicherung GmbH or to one of its commissioned parties all relevant information and to place any necessary documents at their disposal.

## **Information about out-of-court dispute resolution and the possibility of bringing legal action**

The Bank takes part in the dispute resolution procedure of the German cooperative banking group. For the resolution of disputes with the Bank, the possibility therefore exists for retail customers, corporate customers and with the rejection of an application for the conclusion of a basic account contract for non-customers, the possibility exists of recourse to the Ombudsman for the cooperative banking group ([https://www.bvr.de/Service/Customer Complaints Department](https://www.bvr.de/Service/Customer%20Complaints%20Department)). Further details are set out in the "Rules of Procedure for the Out-of-Court Resolution of Customer Complaints in the Area of the German Cooperative Banking Group", which will be provided upon request. The complaint shall be addressed in text form (e.g. by letter or e-mail) to the Customer Complaints Department of the Bundesverband der Deutschen Volksbanken und Raiffeisenbanken ("Federal Association of German 'Volksbanken und Raiffeisenbanken' Co-operative Banks") - BVR, Schellingstraße 4, 10785 Berlin, e-mail: [kunden-beschwerdestelle@bvr.de](mailto:kunden-beschwerdestelle@bvr.de).

If the subject matter of the complaint relates to a dispute pertaining to the scope of the European Payment Services Law (§§ 675c to 676c of the German Civil Code, Art. 248 of the Introductory Act to the German Civil Code, Section 48 of the German Payment Accounts Act and the provisions of the German Payment Services Oversight Act, a complaint may be filed with the Federal Financial Supervisory Authority. The rules of procedure are available from the Federal Financial Supervisory Authority. The address is: Bundesanstalt für Finanzdienstleistungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn. The possibility also exists of making a complaint directly to the Bank. The Bank will answer complaints in text form (e.g. by letter, fax or e-mail).

Furthermore, the possibility also exists of bringing action under civil law.

## **End of the General Terms and Conditions.**

# SPECIAL CONDITIONS FOR ALL PAYMENT SERVICES WITH ENTREPRENEURS

Version: October 2025

The present translation is furnished for the customer's convenience only. The original German text of the Special Conditions for All Payment Services with Entrepreneurs is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

The following special conditions apply prior to the provision of all payment services<sup>1</sup> – along with the issuance / use of electronic cash – to customers who are not consumers<sup>2</sup>, but rather entrepreneurs<sup>3</sup>. The Special Conditions for Individual Payment Services (e.g. for credit transfer transactions) which include provisions on the payment service in question additionally apply.

The respectively concluded agreement on conditions, as well as these special conditions and the General Information for All Payment Services with Entrepreneurs, are meant wherever the Bank's General Terms and Conditions or Special Conditions on Individual Payment Services refer to the List of Prices and Services.

## 1 OBLIGATIONS OF THE CUSTOMER TO CO-OPERATE

If the customer has provided the Bank with his valid Legal Entity Identifier (LEI) within the scope of his business relationship, he is obliged, in addition to the provisions in Section 11 (1) of the Bank's General Terms and Conditions, to notify the Bank of any changes in this regard and to ensure that the Bank has up-to-date information on his LEI. This means that he either renews the LEI or informs the Bank of the end of validity of his LEI or a new LEI. The bank requires this information in particular to fulfil its obligations under Regulation (EU) 2023/1113 ("Funds Transfers Regulation").

## 2 NOTIFICATION REGARDING PAYMENT SERVICES

When performing payment services for corporate customers, the Bank is not obliged to fulfil the extensive notification duties, which only necessarily apply in the case of consumers, in the form provided for under Section 675 d paragraph (1) of the German Civil Code (BGB), in conjunction with Article 248 paragraphs (1-16) of the Introductory Act to the German Civil Code (EGBGB).

## 3 ORDER PLACEMENT METHOD AND ACCOUNT INFORMATION

For the placing of orders by the customer and the provision of account information by the Bank, the customer shall agree separately with the Bank on the procedure applicable to them.

For the electronic submission of orders and the electronic retrieval of account information, the Conditions for Electronic Data Interchange (EDI Conditions), the Supplementary EBICS Special Conditions and, in the case of special procedures, the Special Terms and Conditions for Electronic Data Interchange (EDI T&C) shall apply. If payment orders are submitted electronically by third parties with authorisation by means of accompanying sheets, the Conditions for Paperless Data Exchange using managed Service Data Centres with exclusive Authorisation by Accompanying Sheet shall apply.

The Special Conditions for Placing Payment Orders via the Backup Service in technical emergency situations apply to the issuing of payment orders via the backup service. The Special Conditions for the Placing of Payment Orders by Fax in Technical or Organisational Emergencies shall apply to the unencrypted transmission of payment orders by fax in technical or organisational emergency situations.

<sup>1</sup> Payment services are all payment procedures relating to cashless payment transactions, such as transfers, direct debits and card payments. In accordance with Section 675 c paragraph (3) BGB (German Civil Code), the definitions of the German Banking Act (KWG) and the German Payment Services Oversight Act (ZAG) specifically apply.

<sup>2</sup> Section 13 BGB (German Civil Code)

<sup>3</sup> Section 14 BGB (German Civil Code)



## 4 REMUNERATION OF DZ BANK

### 4.1 GENERAL PROVISIONS

For providing payment services, the Bank shall invoice the customer in accordance with the agreement concluded with said customer on the relevant conditions. The provisions in Number 12 paragraphs (2), (3), (5) and (6) of the Bank's General Terms and Conditions additionally apply. Billing takes place monthly.

### 4.2 FEES FOR FULFILLING ANCILLARY OBLIGATIONS REQUIRED BY LAW

In derogation from Section 675 f paragraph (5) sentence 2 German Civil Code (BGB), the Bank can agree with the customer on a fee for fulfilling ancillary obligations required by law when performing payment services, even if this is not explicitly permitted under the law. Furthermore, the fee does not have to be in line with the Bank's actual costs.

### 4.3 FEE DEDUCTION

Before issuing a credit note, the Bank is entitled to deduct the fees due to it from the amount transferred. In such an event, the Bank shall separately disclose the complete amount of the payment transaction and the fees in the transaction details.

### 4.4 PAYMENT INSTRUCTIONS<sup>4</sup>

#### 4.4.1 CREDIT TRANSFERS WITHIN GERMANY AND TO OTHER COUNTRIES IN THE EUROPEAN ECONOMIC AREA<sup>5</sup> (EEA)

The payer and the payee are each responsible for paying the fees charged by their respective payment service provider (SHA).

#### 4.4.2 CREDIT TRANSFERS TO COUNTRIES OUTSIDE THE EEA (NON-MEMBER STATES)<sup>6</sup>

The customer can choose between the SHA, OUR and BEN payment instructions. If the customer does not provide the Bank with payment instructions, the Bank is entitled to execute the order as an SHA transfer.

## 5 PROVISIONS ON THE EXECUTION OF PAYMENT SERVICES

### 5.1 BUSINESS DAYS OF THE BANK

A business day is any day on which the payment service providers involved in the execution of a payment transaction conduct business operations which are required for executing payment transactions.

#### 5.1.1 ELECTRONIC PAYMENTS PROCESSING

The Bank conducts business operations required for executing payments as part of electronic payments processing every day except for:

- Saturdays and Sundays, as well as
- December 24<sup>th</sup> and 31<sup>st</sup>.

For SEPA real-time credit transfers, every calendar day of a year is a business day. However, there may be maintenance windows and other unforeseen restrictions.

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<sup>4</sup> Possible payment instructions:

SHA = Payer and payee each pay the fees charged by their respective payment service provider

OUR = The payer pays all fees

BEN = The payee pays all fees

<sup>5</sup> The European Economic Area currently comprises the EU member states of Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the countries of Iceland, Liechtenstein and Norway.

<sup>6</sup> Non-member states are all countries outside of the European Economic Area.

### 5.1.2 PAPER-BASED PAYMENT PROCESSING

The Bank shall only accept submitted paper-based payment orders in technical or organisational emergency situations. Such an emergency situation exists if the standard channels of electronic order transmission and placement agreed between the customer and DZ BANK cannot be used due to technical or organisational problems. In such cases, prior consultation with the bank is necessary.

### 5.2 CUT-OFF TIMES

The submission deadlines and cut-off times for same-day processing of payment orders can be found in the General Information for All Payment Services with Entrepreneurs. There are no acceptance deadlines for SEPA real-time credit transfers.

### 5.3 EXECUTION PERIODS

#### 5.3.1 CREDIT TRANSFERS

The Bank is obligated to ensure that the transfer amount is remitted to the payee's payment service provider at the latest as follows:

- Credit transfers within Germany and to other countries of the European Economic Area (EEA) in euros or in other EEA currencies:

Transfers in euros

Paperless transfer order	max. 1 business day
Paper-based transfer order	max. 2 business days
Real-time transfer order	max. 10 seconds <sup>7</sup>

Transfers in other EEA currencies

Paperless transfer order	max. 4 business days
Paper-based transfer order	max. 4 business days

- Transfers within Germany and to other countries of the European Economic Area (EEA) in currencies of a country outside the EEA (third country currency) and transfers to countries outside the EEA (third countries):

Transfers are executed as soon as possible. The maximum execution time for real-time transfer orders in euros is 10 seconds.<sup>8</sup>

#### 5.3.2 DIRECT DEBITS

The Bank is obligated to ensure that the direct debit amount is remitted to the payee's payment service provider at the latest within a maximum of one business day.

### 5.4 AMOUNT LIMITS FOR TRANSFER ORDERS

Transfer orders are possible within the limits of the available credit balance on the account and a granted account overdraft without an amount limit, provided that no maximum amounts (e.g. in the electronic submission channel) have been agreed.

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<sup>7</sup> After receipt, see Special conditions for credit transfers, point 1.4.

<sup>8</sup> After receipt, see Special conditions for credit transfers, section 1.4.

The customer can - within the framework of the agreed maximum amounts - also specify a separate maximum amount for real-time transfer orders. This can be set either per calendar day or per individual real-time transfer order and can be changed at any time before a real-time transfer order is issued.

## **5.5 LIMITATION AND REFUSAL OF DIRECT DEBITS**

The rules governing the limitation and refusal of SEPA core direct debits in Section A 2.2.4 of the Special Conditions for Direct Debit Payments do not apply to the Bank's relationship with corporate customers.

## **5.6 EXCHANGE RATES WHEN PERFORMING PAYMENT SERVICES IN A FOREIGN CURRENCY**

Outside of fixed-price transactions, the following procedure shall apply to conversions from euro into foreign currencies or vice versa (unless otherwise agreed):

### **5.6.1 EXCHANGE RATE**

Conversions from euro to foreign currency and from foreign currency to euro shall be made at the buying or selling rate determined in accordance with Clause 4.5.2. Settlement of foreign currency transactions which the Bank is unable to execute in the ordinary course of business by 12.30 pm shall be settled by the Bank at the rate determined on the next trading day.

### **5.6.2 DETERMINATION OF THE EXCHANGE RATES**

The determination of the respective exchange rates shall be carried out by the Bank once on each trading day, beginning at 1 pm (settlement period), taking into account the rates listed (quoted) on the international foreign exchange market for the respective currency. The buying and selling rates are based on the determined foreign exchange rates.

### **5.6.3 PUBLICATION OF THE EXCHANGE RATES**

The exchange rates are published on each trading day on the internet at [www.genofx.dzbank.de](http://www.genofx.dzbank.de) as of 2.00 pm and represent the reference exchange rates of the respective currency.

## **6 LIABILITY OF THE BANK**

### **6.1 LIABILITY FOR CONSEQUENTIAL DAMAGES**

Customer claims for damages in case of non-execution, defective execution or delayed execution of an authorised payment order are limited to the amount equalling the payment order plus fees and interest charged by the Bank. Should this involve claiming consequential damages, the claim shall be limited to a maximum of 12,500 Euro per payment order; in the event of aggregated orders, this limitation applies to the aggregated order file, not to the individual orders contained therein. These restrictions do not apply in the event of deliberate intent or gross negligence by the Bank, or to risks that the Bank has agreed to bear in particular and to incorrect recipient checks for credit transfers.

### **6.2 NOTIFICATION OF UNAUTHORISED OR ERRONEOUSLY EXECUTED PAYMENT TRANSACTIONS**

In derogation from Section 676 b paragraphs (2) and (4) German Civil Code (BGB), a customer cannot assert claims against the Bank under Sections 675 and 675 z German Civil Code (BGB) if the customer has not notified its bank at the latest eight weeks after an unauthorised or erroneously executed payment transaction has been cleared.

## **7 AMENDMENTS TO MASTER PAYMENT SERVICES AGREEMENTS<sup>9</sup>**

### **7.1 GENERAL REGULATION**

Unless otherwise agreed, the provisions set out in No. 1 paragraph (2) of the Bank's General Terms and Conditions shall apply mutatis mutandis to amendments to a master payment services agreement. The customer's right of termination pursuant to Section 675 g paragraph (2) German Civil Code (BGB) and the corresponding provisions in No. 1 paragraph (2e) of the Bank's General Terms and Conditions shall not apply to amendments of master payment services agreements with corporate customers.

### **7.2 CHANGE IN INTEREST RATES AND EXCHANGE RATES**

Changes to interest rates and exchange rates shall go into immediate effect and without prior notification if those changes are based on changes to the reference interest rates or reference exchange rates agreed upon.

### **7.3 TAKING EFFECT WITHOUT OBSERVING A LEAD TIME**

In derogation from No. 6.1, amendments to a master payment services agreement shall enter into force without the need to observe an advance period of notification if the corporate customer and the Bank agree to the amendments. In these cases, Section 675 g (German Civil Code (BGB)) shall not apply.

## **8 TERMINATION OF THE MASTER PAYMENT SERVICES AGREEMENT**

### **8.1 ORDINARY TERMINATION**

The customer may terminate a master payment services agreement for which neither a term nor other provisions for termination have been agreed at any time without having to observe a notice period. The provisions under Section 675 h paragraph (1) German Civil Code (BGB) shall not apply to master payment services agreements with corporate customers.

### **8.2 EXTRAORDINARY TERMINATION**

The provisions stipulated in No. 7.1 do not affect the right to extraordinary termination of a master payment services agreement where good cause exists.

## **9 CONTRACTUAL LANGUAGE**

The prevailing language for the business relationship between the Bank and the customer is German.

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<sup>9</sup> Through a master payment services agreement, the payment service provider is obligated to execute individual and successive payment transactions and, where applicable, to maintain a payment account (e.g. current account agreement, chequing agreement, card agreement) for the payment service user in the name of said payment service user or in the names of multiple payment service users. A master payment services agreement may also be part of or related to another agreement.

# Special conditions for Credit Transfers

Version: October 2025

This translation is furnished for the customer's convenience only. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

The execution of customers' credit transfer orders shall be subject to the following terms and conditions.

## 1 General

### 1.1 Main characteristics of a credit transfer, including a standing order

The customer may instruct the Bank to make a cashless transfer of funds in favour of a payee to the payee's payment service provider by means of a credit transfer. The customer may also instruct the Bank to transfer a constant amount of money to the same account of the payee on a specific recurring date (standing order). A real-time transfer is a transfer in euros that is executed immediately around the clock on any calendar day.

The customer can issue several transfer orders to the bank electronically (e.g. via online banking) as a collective order (collective transfer). All transfer orders contained in a collective order are debited to the payment account as a single amount, regardless of when they are executed.

### 1.2 Customer identifiers

The customer must use the following customer identifier of the payee for the procedure.

Destination area	Currency	Customer identifier of the payee
Domestic	Euro	IBAN <sup>1</sup>
Cross-border within the European Economic Area <sup>2</sup>	Euro	IBAN
Domestic or within the European Economic Area	Currency other than Euro	<ul style="list-style-type: none"> <li>• IBAN and BIC<sup>3</sup> or</li> <li>• Account number and BIC</li> </ul>
Outside the European Economic Area	Euro or other currency	<ul style="list-style-type: none"> <li>• IBAN and BIC or</li> <li>• Account number and BIC</li> </ul>

The details required for the execution of the credit transfer can be found in sections 2.1, 3.1.1 and 3.2.1.

### 1.3 Issuing the credit transfer order and authorisation

(1) The customer shall issue a transfer order to the Bank using a form authorised by the Bank or in the manner otherwise agreed with the Bank (e.g. via online banking) with the required information in accordance with Section 2.1 or Sections 3.1.1 and 3.2.1.

The customer must ensure that the information provided is legible, complete and correct. Illegible, incomplete or incorrect information may lead to delays and incorrect transfers; this may result in losses for the customer. In the event of illegible, incomplete or incorrect information, the Bank may refuse to execute the transfer (see also Section 1.7). If the customer considers it necessary to execute the transfer with particular urgency, he must inform the Bank of this separately. In the case of paper-based credit transfers, this must be stated outside the document if the document itself does not contain any corresponding information. In the case of paper-based real-time transfers in euros, the customer can tick the box provided on the transfer voucher to request a real-time transfer in euros.

(2) The customer authorises the transfer order by signature or in the manner otherwise agreed with the Bank (e.g. PIN/TAN). This authorisation also includes express consent for the Bank to retrieve (from its database), process, transmit and store the customer's personal data required for the execution of the credit transfer.

(3) At the customer's request, the Bank shall inform the customer of the maximum execution period for this payment transaction and the charges to be invoiced and, where applicable, a breakdown of these charges before executing an individual transfer order.

(4) The customer shall also be entitled to use a payment initiation service in accordance with Section 1 (33) of the Payment Services Supervision Act to issue the transfer order to the Bank, unless the customer's payment account is not accessible online.

### 1.4 Receipt of the credit transfer order by the bank

(1) The transfer order becomes effective when it is received by the bank. This also applies if the transfer order is issued via a payment initiation service provider. Receipt takes place when the order is received at the Bank's designated receiving facilities (e.g. when it is handed in at the business premises or received on the bank's online banking server).

(2) If the time of receipt of the transfer order in accordance with paragraph 1 sentence 3 does not fall on a business day of the Bank in accordance with the "List of Prices and Services", the transfer order shall not be deemed to have been received until the following business day.

(3) If the transfer order is received after the time of acceptance indicated on the Bank's receiving device or in the "List of Prices and Services", the transfer order shall not be deemed to have been received until the following business day for the purposes of determining the execution period (see Section 2.2.2).

(4) By way of derogation from paragraphs 2 and 3, the following applies to real-time transfers:

- An order issued electronically may be received around the clock on any calendar day.
- An order that is not issued electronically (e.g. in paper form) shall be deemed to have been received at the time when the Bank enters the data into its internal system. This entry begins as soon as possible after the order has been received in the bank's designated receiving facilities.
- Real-time credit transfer orders in the form of a collective order shall be deemed to have been received at the time when the Bank has separated out the resulting credit transfer orders. The Bank shall begin converting the collective order immediately after the customer has issued the order and shall complete the conversion as soon as possible.

### 1.5 Cancellation of the credit transfer order

(1) Until receipt of the transfer order by the Bank (see Section 1.4 (1), (2) and (4)), the customer may revoke it by declaration to the Bank. Once the transfer order has been received, revocation is no longer possible, subject to paragraphs 2 and 3. If the customer uses a payment initiation service provider to issue his transfer order, he may no longer revoke the transfer order vis-à-vis the Bank, notwithstanding sentence 1, once he has given his consent to the payment initiation service provider to initiate the transfer.

(2) If the Bank and the customer have agreed a specific date for the execution of the credit transfer (see Section 2.2.2 paragraph 2), the customer may cancel the credit transfer or standing order (see Section 1.1) up to the end of the Bank's business day preceding the agreed date. The Bank's business days are set out in the "List of Prices and Services". Once the Bank has received the cancellation of a standing order in good time, no further transfers will be executed on the basis of the previous standing order.

(3) After the points in time specified in paragraphs 1 and 2, the transfer order may only be cancelled if the customer and the Bank have agreed to this. The agreement shall take effect if the Bank succeeds in preventing the execution or recovering the transfer amount. If the customer uses a payment initiation service provider to issue the transfer order, the consent of the payment initiation service provider and the payee is also required. The Bank shall charge the fee shown in the "List of Prices and Services" for processing such a cancellation by the customer.

### 1.6 Execution of the credit transfer order

(1) The Bank shall execute the customer's transfer order if the information required for execution (see Sections 2.1, 3.1.1 and 3.2.1) has been provided in the agreed manner (see Section 1.3 (1)), the transfer is authorised by the customer (see Section 1.3 (2)) and a sufficient credit balance in the currency of the order is available or sufficient credit has been granted to execute the transfer (execution conditions). In the case of a real-time credit transfer, additional execution conditions are that the separate maximum amount specified by the customer for real-time credit transfers

<sup>1</sup> International Bank Account Number.

<sup>2</sup> The European Economic Area currently includes the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands,

Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

<sup>3</sup> Business Identifier Code (international bank sort code)

(see details in the "List of Prices and Services") is complied with and that the payee's payment service provider supports the Bank's real-time credit transfer procedure.

(2) The Bank and the other payment service providers involved in the execution of the credit transfer shall be authorised to execute the credit transfer exclusively on the basis of the payee's unique identifier provided by the customer (see Section 1.2).

(3) The Bank shall inform the customer at least once a month about the execution of credit transfers via the agreed account information channel. The manner and timing of the notification may be agreed separately with customers who are not consumers.

(4) The Bank shall inform the customer immediately of the execution of a real-time credit transfer by the means agreed for account information.

### 1.7 Refusal of execution

(1) If the execution conditions (see Section 1.6 paragraph 1) are not met, the Bank may refuse to execute the transfer order. If the maximum amount specified by the customer for a real-time transfer (see details in the "List of Prices and Services") is not complied with, the Bank shall refuse to execute the transfer. Irrespective of this, the Bank shall be authorised to refuse to execute a collective transfer if, contrary to Section 1.1, the collective order contains only one transfer in euros or only one real-time transfer in euros and the customer has waived the recipient verification. The Bank shall inform the customer of the refusal to execute the transfer without delay and in any case within the period agreed in Section 2.2.1 or Section 3.1.2 and Section 3.2.2. This may also be done in the manner agreed for account information. In doing so, the Bank shall, as far as possible, state the reasons for the refusal and the options for correcting the errors that led to the refusal.

(2) If a customer identifier provided by the customer cannot be recognised by the Bank as belonging to any payee, payment account or payment service provider of the payee, the Bank shall inform the customer of this immediately and, if necessary, return the transfer amount to the customer.

(3) The Bank shall charge the fee shown in the "List of Prices and Services" for the justified refusal to execute an authorised transfer order.

### 1.8 Transmission of the credit transfer data

As part of the execution of the credit transfer, the Bank shall transmit the data contained in the credit transfer (credit transfer data) to the payee's payment service provider directly or with the involvement of intermediaries. The payee's payment service provider may provide the payee with all or part of the credit transfer data, including the payer's International Bank Account Number (IBAN).

In the case of cross-border transfers and urgent domestic transfers, the transfer data can also be forwarded to the payee's payment service provider via the Society for Worldwide Interbank Financial Telecommunication (Swift) messaging system based in Belgium. For reasons of system security, Swift temporarily stores the transfer data in its data centres in the European Union, Switzerland and the USA.

### 1.9 Notification of unauthorised or incorrectly executed credit transfers

The customer must notify the Bank immediately after discovering an unauthorised or incorrectly executed credit transfer order. This shall also apply if a payment initiation service provider is involved.

### 1.10 Charges and their amendment

#### 1.10.1 Charges for consumers

The charges for credit transfers are set out in the "List of Prices and Services". Changes to the charges for credit transfers shall be offered to the customer in text form no later than two months before their proposed date of entry into force. If the customer has agreed an electronic communication channel with the Bank as part of the business relationship (e.g. online banking), the changes may also be offered via this channel. The changes offered by the Bank shall only become effective if the customer accepts them. The Bank can only reach an agreement with the customer on the amendment of a charge which is aimed at a payment by the customer over and above the main service.

The amendment of charges for the payment services framework agreement (current account agreement) is governed by No. 12 (5) of the General Terms and Conditions.

#### 1.10.2 Charges for customers who are not consumers

The provisions in No. 12 (2) to (6) of the General Terms and Conditions shall apply to charges and changes to charges for transfers from customers who are not consumers.

### 1.11 Exchange rate

If the customer issues a transfer order in a currency other than the account currency, the account shall nevertheless be debited in the account currency. The exchange rate for such transfers is determined by the conversion rule in the "List of Prices and Services".

A change in the reference exchange rate specified in the conversion regulation shall take effect immediately and without prior notification of the customer. The reference exchange rate is made available by the bank or comes from a publicly accessible source.

### 1.12 Reporting requirements under German law on foreign trade and payments

The customer must comply with the reporting requirements under German law on foreign trade and payments.

### 1.13 Out-of-court dispute resolution and other complaint options

For the settlement of disputes with the Bank, the customer may contact the dispute resolution or complaints offices specified in the "List of Prices and Services".

### 1.14 Recipient verification

#### 1.14.1 Definition and key features

The Bank offers the customer a service to verify the payee to whom the customer wishes to instruct a credit transfer (payee verification).

If the customer has specified the unique identifier of the payee's payment account (see Section 1.2) and the name of the payee in the transfer order, the system will check whether the specified unique identifier and the name of the payee specified by the customer match. This comparison will be carried out by the payee's payment service provider on the basis of the information provided by the customer.

This shall be carried out by the Bank if it is legally obliged or otherwise authorised to carry out a payee check in respect of the payee to whom the customer wishes to instruct a credit transfer in euro or a real-time credit transfer in euro within the Single Euro Payments Area (SEPA<sup>4</sup>), unless the credit transfer order is processed via a large-value payment system<sup>5</sup>.

This recipient verification is carried out immediately after the customer has provided the relevant information on the payee and before the customer is given the opportunity to authorise the transfer order.

In the case of non-electronic transfer orders (e.g. paper-based), the bank shall carry out the recipient verification at the time of receipt of the transfer order, unless the customer is not present at the time of receipt.

If the customer identifier of the payee's payment account and the name of the payee are provided by a payment initiation service provider and not by the payer, the law stipulates that this payment initiation service provider must ensure that the information on the payee is correct.

#### 1.14.2 Results of the payee verification

The Bank shall inform the customer of the result of the payee verification based on the information provided by the payee's account servicing payment service provider. If the payee check reveals that the data does not match or almost matches the information provided by the customer, the Bank shall also inform the customer of the possible consequences of authorising the transfer order nonetheless.

If a payment account identified by the customer identifier provided by the customer is held in the name of several payees, the Bank shall notify the customer if the payee specified by the customer is not one of the various payees in whose name the payee account is held or maintained.

If the payee check for a collective order reveals a name discrepancy with the account holder of the payee account for at least one transfer order, the customer shall be informed of this and must decide whether to either authorise the collective order as a whole, i.e. including the transfers with name discrepancies, or whether it should not be executed.

#### 1.14.3 Supplementary regulations for non-consumers

Customers who are not consumers<sup>6</sup> can waive the recipient verification if they submit several transfer orders as a bundle (collective transfer).

If customers who are not consumers have waived the recipient verification until further notice, they are entitled to use this service again at any time.

If the customer who is not a consumer waives the recipient verification for the submission of transfer orders as a bundle (collective transfer), the Bank shall inform the customer of the possible consequences of authorising the transfer order nonetheless.

<sup>4</sup> The states and territories belonging to SEPA (Single Euro Payments Area) are currently the states of the European Economic Area (EEA) with the member states of the European Union Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Liechtenstein and Norway, Romania, Sweden, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, Cyprus and the other countries Iceland, Liechtenstein and Norway and the other countries and territories (SEPA third countries) Albania, Andorra, Moldova, Monaco, Montenegro, North Macedonia, San

Marino, Switzerland, Vatican City, the United Kingdom of Great Britain and Northern Ireland, Saint Pierre and Miquelon, Jersey, Guernsey and the Isle of Man.

See also [www.epc-cep.eu](http://www.epc-cep.eu). The current list of countries and territories of the EPC (European Payments Council) belonging to SEPA can be found there.

<sup>5</sup> See also [www.epc-cep.eu](http://www.epc-cep.eu). The current list of payment service providers participating in the Verification Of Payee (VOP) procedure of the EPC (European Payments Council) can be found there.

<sup>6</sup> § SECTION 13 BGB: A consumer is any natural person who concludes a legal transaction for a purpose that cannot be attributed to their commercial or independent professional activity.

## **2 Credit transfers within Germany and to other countries of the European Economic Area (EEA)<sup>7</sup> in euros or in other EEA currencies<sup>8</sup>**

### **2.1 Information required**

The customer must provide the following information in the transfer order:

- Name of the payee,
- Customer identifier of the payee (see Section 1.2); if the BIC is unknown for credit transfers in EEA currencies other than euro, the full name and address of the payee's payment service provider must be provided instead,
- Currency (if applicable, in abbreviated form in accordance with the Appendix),
- amount,
- Name of the customer,
- IBAN of the customer

### **2.2 Maximum execution period**

#### **2.2.1 Execution period**

The Bank is obliged to ensure that the transfer amount is received by the payee's payment service provider within the execution period specified in the "List of Prices and Services" at the latest.

#### **2.2.2 Start of the execution period**

(1) The execution period shall commence on the date of receipt of the customer's credit transfer order by the Bank (see Section 1.4).

(2) If the Bank and the customer agree that the execution of the credit transfer is to commence on a specific date or at the end of a specific period or on the date on which the customer has provided the Bank with the funds required for execution in the currency of the order, the date specified in the order or otherwise agreed shall be decisive for the commencement of the execution period. If the agreed date does not fall on a business day of the Bank, the execution period shall commence on the following business day. The Bank's business days are set out in the "List of Prices and Services".

(3) In the case of transfer orders in a currency other than the customer's account, the execution period shall not commence until the day on which the transfer amount is available in the currency of the order.

(4) If the Bank and the customer agree that the execution of a real-time credit transfer is to commence on a specific day, at a point in time on a specific day or at the end of a specific period or on the day on which the customer has provided the Bank with the funds required for execution in the order currency, the date specified in the order or otherwise agreed shall be decisive for the commencement of the execution period.

### **2.3 Customer's claims for reimbursement, correction and compensation**

#### **2.3.1 Reimbursement in the event of an unauthorised credit transfer**

In the event of an unauthorised credit transfer (see Section 1.3 paragraph 2), the Bank shall have no claim against the customer for reimbursement of its expenses. It is obliged to refund the amount of the transfer to the customer and, if the amount has been debited to an account held by the customer, to restore the balance of this account to what it would have been had the unauthorised transfer not been debited. This obligation must be fulfilled at the latest by the end of the business day following the day on which the Bank was notified that the transfer was unauthorised or the Bank became aware of this in some other way, in accordance with the "List of Prices and Services". If the Bank has notified a competent authority in writing of justified grounds for suspecting fraudulent behaviour on the part of the customer, the Bank shall examine and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the credit transfer was initiated via a payment initiation service provider, the obligations arising from sentences 2 to 4 shall apply to the Bank.

#### **2.3.2 Claims in the event of non-execution, incorrect execution or delayed execution of an authorised credit transfer**

(1) In the event of non-execution or incorrect execution of an authorised credit transfer, the customer may demand that the Bank immediately refund the full amount of the credit transfer to the extent that the payment was not made or was incorrect. If the amount has been debited from the customer's account, the Bank shall restore the account to the balance it would have had if the payment transaction had not been executed or had been executed incorrectly. If a credit transfer is initiated by the customer via a payment initiation service provider, the obligations arising from sentences 1 and 2 shall apply to the Bank. If charges have been deducted from the amount of the credit transfer by the Bank or intermediaries, the Bank shall immediately forward the amount deducted in favour of the payee.

(2) In addition to paragraph 1, the customer may demand reimbursement from the Bank of the charges and interest to the extent that these were charged to him or debited to his account in connection with the non-execution or incorrect execution of the credit transfer.

(3) In the event of late execution of an authorised credit transfer, the customer may request the Bank to require the payee's payment service provider to credit the payment amount to the payee's payment account as if the credit transfer had been duly executed. The obligation under sentence 1 shall also apply if the credit transfer is initiated by the customer via a payment initiation service provider. If the Bank proves that the payment amount was received by the payee's payment service provider in good time, this obligation shall not apply. The obligation under sentence 1 shall not apply if the customer is not a consumer.

(4) If a credit transfer has not been executed or has been executed incorrectly, the Bank shall, at the customer's request, retrace the payment transaction and inform the customer of the result.

#### **2.3.3 Claims in connection with the verification of the recipient**

(1) If the customer authorises the order even though the Bank has informed him/her during the payee check in accordance with Section 1.14 that the data do not match or almost match, the Bank shall not be liable for the consequences of this mismatch if it executes the credit transfer solely on the basis of the payee's unique identifier provided by the customer (see Section 1.2). This also applies if the payee's payment service provider has not carried out the recipient verification and the Bank has informed the customer of this before authorising the order. If the customer, who is not a consumer, has waived the payee verification in accordance with Section 1.14.3, any losses and disadvantages shall be borne by the customer if the Bank executes the credit transfer solely on the basis of the payee's customer identifier provided by the customer (see Section 1.2).

(2) If the recipient verification was carried out incorrectly and this results in the transfer being executed incorrectly, the Bank shall refund the amount transferred to the customer immediately at the customer's request and, if necessary, restore the customer's debited payment account to the state in which it would have been without the transfer. The same shall apply if the customer's payment initiation service provider carries out the recipient verification incorrectly.

#### **2.3.4 Compensation for breach of duty**

(1) In the event of non-execution, incorrect or delayed execution of an authorised credit transfer or in the event of an unauthorised credit transfer, the customer may demand compensation from the Bank for any loss or damage not already covered by Sections 2.3.1, 2.3.2 and 2.3.3. This shall not apply if the Bank is not responsible for the breach of duty. The Bank shall be responsible for any fault attributable to an intermediary as if it were its own fault, unless the main cause lies with an intermediary specified by the customer. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.

(2) Liability in accordance with paragraph 1 is limited to 12,500 euros. This liability limit shall not apply

- for incorrect recipient checks,
- for unauthorised transfers,
- in the event of wilful intent or gross negligence on the part of the Bank,
- for risks that the Bank has assumed in particular and
- for interest losses if the customer is a consumer.

#### **2.3.5 Claims of customers who are not consumers**

By way of derogation from the claims in Section 2.3.2 and Section 2.3.4, customers who are not consumers shall, in the event of non-execution, incorrect or delayed execution of authorised credit transfers or unauthorised credit transfers, in addition to any claims arising from the right to place an order pursuant to Section 667 of the German Civil Code (BGB) and unjust enrichment pursuant to Sections 812 et seq. BGB (German Civil Code), only claims for damages in accordance with the following provisions:

- The Bank shall be liable for its own fault. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.
- The Bank shall not be liable for the culpability of the Bank's intermediaries. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).
- Claims for damages by the customer shall be limited to the amount of the transfer plus the charges and interest invoiced by the Bank. Insofar as this relates to the assertion of consequential losses, the claim shall be limited to a maximum of 12,500 per transfer. These limitations do not apply to intent or gross negligence

<sup>7</sup> The European Economic Area currently includes the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

<sup>8</sup> The EEA currencies currently include the euro, Bulgarian lev, Danish krone, Icelandic krone, Norwegian krone, Polish zloty, Romanian leu, Swedish krona, Swiss franc, Czech koruna and Hungarian forint.

on the part of the Bank and to risks which the Bank has specifically assumed, as well as to unauthorised transfers and incorrect recipient checks.

### 2.3.6 Exclusion of liability and objections

(1) Liability on the part of the Bank pursuant to Sections 2.3.2, 2.3.4 and 2.3.5 shall be excluded in the following cases:

- The Bank proves to the customer that the transfer amount was received by the payee's payment service provider on time and in full.
- The transfer was executed in accordance with the incorrect customer identifier provided by the customer (see section 1.2) of the payment recipient. In this case, however, the customer may require the Bank to endeavour to recover the payment amount within the scope of its possibilities. If it is not possible to recover the amount of the credit transfer, the Bank shall be obliged to provide the customer, upon written request, with all available information so that the customer can assert a claim for reimbursement of the amount of the credit transfer against the actual recipient of the credit transfer. For the activities of the Bank pursuant to sentences 2 and 3 of this subsection, the Bank shall charge the fee set out in the "List of Prices and Services".

(2) Claims by the customer pursuant to Sections 2.3.1, 2.3.2 and 2.3.4 and objections by the customer against the Bank due to non-executed or incorrectly executed credit transfers or due to unauthorised credit transfers shall be excluded if the customer has not notified the Bank thereof no later than 13 months after the date of the debit entry with an unauthorised or incorrectly executed credit transfer. The period shall only commence if the Bank has notified the customer of the debit entry for the credit transfer in accordance with the agreed method for account information within one month of the debit entry at the latest; otherwise the date of notification shall be decisive for the commencement of the period. The customer may also assert claims for damages in accordance with section 2.3.4 after expiry of the period in sentence 1 if he was prevented from complying with this period through no fault of his own. Sentences 1 to 3 shall also apply if the customer initiates the transfer via a payment initiation service provider.

- (3) Claims by the customer are excluded if the circumstances giving rise to a claim
- are based on an unusual and unforeseeable event over which the Bank has no influence and the consequences of which could not have been avoided despite exercising due care, or
  - were brought about by the bank due to a legal obligation.

### 3 Credit transfers within Germany and to other countries of the European Economic Area (EEA)<sup>9</sup> in the currency of a non-EEA country (third-country currency)<sup>10</sup> and credit transfers to non-EEA countries (third countries)<sup>11</sup>

#### 3.1. Credit transfers within Germany and to other countries of the European Economic Area (EEA)<sup>12</sup> in the currency of a non-EEA country (third-country currency)<sup>13</sup>

##### 3.1.1 Information required

The customer must provide the following information for the execution of the credit transfer:

- Name and, if applicable, address of the payee,
- Customer identifier of the payee (see Section 1.2); if the BIC is unknown for cross-border credit transfers, the full name and address of the payee's payment service provider must be provided instead,
- Destination country (if applicable, in abbreviated form in accordance with the Appendix),
- Currency (if applicable, in abbreviated form in accordance with the Appendix),
- Amount,
- Name of the customer,
- account number and bank sort code or IBAN of the customer.

##### 3.1.2 Execution period

Credit transfers shall be executed as soon as possible.

##### 3.1.3 Customer's claims for reimbursement, correction and compensation

##### 3.1.3.1 Reimbursement in the event of an unauthorised credit transfer

In the event of an unauthorised credit transfer (see Section 1.3 paragraph 2), the Bank shall have no claim against the customer for reimbursement of its expenses. It shall be obliged to refund the payment amount to the customer and, if the amount has been debited to an account of the customer, to restore this account to the balance it would have had if the unauthorised transfer had not been debited. This

obligation must be fulfilled at the latest by the end of the business day following the day on which the Bank was notified that the transfer was unauthorised or the Bank became aware of this in some other way, in accordance with the "List of Prices and Services". If the Bank has notified a competent authority in writing of reasonable grounds for suspecting fraudulent behaviour on the part of the customer, the Bank shall examine and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the credit transfer was initiated via a payment initiation service provider, the obligations arising from sentences 2 to 4 shall apply to the Bank.

##### 3.1.3.2 Claims in the event of non-execution, incorrect execution or delayed execution of an authorised credit transfer

(1) In the event of non-execution or incorrect execution of an authorised credit transfer, the customer may demand that the Bank immediately refund the full amount of the credit transfer to the extent that the payment was not made or was incorrect. If the amount has been debited from the customer's account, the Bank shall restore the account to the balance it would have had if the payment transaction had not been executed or had been executed incorrectly. If a credit transfer is initiated by the customer via a payment initiation service provider, the obligations arising from sentences 1 and 2 shall apply to the Bank. If charges have been deducted from the amount of the credit transfer by the Bank or intermediaries, the Bank shall immediately forward the amount deducted in favour of the payee.

(2) In addition to paragraph 1, the customer may demand reimbursement from the Bank of the charges and interest to the extent that these were charged to him or debited to his account in connection with the non-execution or incorrect execution of the credit transfer.

(3) In the event of late execution of an authorised credit transfer, the customer may request the Bank to require the payee's payment service provider to credit the payment amount to the payee's payment account as if the credit transfer had been duly executed. The obligation under sentence 1 shall also apply if the credit transfer is initiated by the customer via a payment initiation service provider. If the Bank proves that the payment amount was received by the payee's payment service provider in good time, this obligation shall not apply. The obligation under sentence 1 shall not apply if the customer is not a consumer.

(4) If a transfer has not been executed or has been executed incorrectly, the Bank shall, at the customer's request, retrace the payment transaction and inform the customer of the result.

##### 3.1.3.3 Compensation for breach of duty

(1) In the event of non-execution, incorrect or delayed execution of an authorised credit transfer or an unauthorised credit transfer, the customer may demand compensation from the Bank for any loss or damage not already covered by Sections 3.1.3.1 and 3.1.3.2. This shall not apply if the Bank is not responsible for the breach of duty. The Bank shall be responsible for any fault attributable to an intermediary as if it were its own fault, unless the main cause lies with an intermediary specified by the customer. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.

(2) Liability in accordance with paragraph 1 is limited to 12,500 euros. This liability limit shall not apply

- to unauthorised transfers,
- in the event of wilful intent or gross negligence on the part of the Bank,
- for risks specifically assumed by the Bank, and
- for interest losses if the customer is a consumer.

##### 3.1.3.4 Special provision for elements of the transfer made outside the European Economic Area (EEA)

Notwithstanding the claims set out in Sections 3.1.3.2 and 3.1.3.3, in the case of an authorised credit transfer that is not executed, is executed incorrectly or is executed late, in addition to any claims for issuance pursuant to Section 667 BGB and Sections 812 et seq. BGB only claims for damages in accordance with the following provisions:

- The Bank shall be liable for its own fault. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.
- The Bank shall not be liable for the fault of the Bank's intermediaries. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).

<sup>9</sup> The European Economic Area currently includes the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein and Norway.

<sup>10</sup> For example, the US dollar

<sup>11</sup> Third countries are all states outside the European Economic Area (currently: the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,

Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the states of Iceland, Liechtenstein and Norway).

<sup>12</sup> The European Economic Area currently includes the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the states of Iceland, Liechtenstein and Norway.

<sup>13</sup> For example, the US dollar



- The Bank's liability shall be limited to a maximum of EUR 12,500 per transfer. This limitation of liability shall not apply to wilful intent or gross negligence on the part of the Bank or to risks which the Bank has specifically assumed.

### 3.1.3.5 Claims of customers who are not consumers

Notwithstanding the claims in sections 3.1.3.2 and 3.1.3.3, customers who are not consumers shall, in the event of a non-executed, incorrectly executed or delayed authorised credit transfer or an unauthorised credit transfer, in addition to any claims for restitution under Section 667 BGB and Sections 812 et seq. BGB only claims for damages in accordance with the following provisions:

- The Bank shall be liable for its own fault. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.
- The Bank shall not be liable for the fault of the Bank's intermediaries. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).
- Any claim for damages by the customer shall be limited to the amount of the transfer plus the fees and interest charged by the Bank. Insofar as this relates to the assertion of consequential losses, the claim shall be limited to a maximum of EUR 12,500 per transfer.

These limitations of liability shall not apply to intent or gross negligence on the part of the Bank or to risks which the Bank has specifically assumed or to unauthorised transfers.

### 3.1.3.6 Exclusion of liability and objections

(1) The Bank's liability pursuant to Sections 3.1.3.2 to 3.1.3.5 shall be excluded in the following cases:

- The Bank proves to the customer that the transfer amount has been duly received by the payee's payment service provider.
- The transfer was executed in accordance with the incorrect customer identifier of the payee provided by the customer (see section 1.2). In this case, however, the customer may require the Bank to endeavour to recover the payment amount within the scope of its possibilities. If it is not possible to recover the amount of the credit transfer in accordance with sentence 2, the Bank shall be obliged to provide the customer, upon written request, with all available information so that the customer can assert a claim for reimbursement of the amount of the credit transfer against the actual recipient of the credit transfer. For the activities pursuant to sentences 2 to 3 of this subsection, the Bank shall charge the fee set out in the "List of Prices and Services".

(2) Claims by the customer pursuant to Sections 3.1.3.1 to 3.1.3.5 and objections by the customer against the Bank due to non-executed or incorrectly executed credit transfers or due to unauthorised credit transfers shall be excluded if the customer has not informed the Bank thereof within 13 months of the date of the debit entry with an unauthorised or incorrectly executed credit transfer. The period shall only commence if the Bank has informed the customer of the debit entry of the credit transfer in accordance with the agreed method for account information within one month of the debit entry at the latest; otherwise the date of notification shall be decisive for the commencement of the period. The customer may also assert claims for damages in accordance with Section 3.1.3.3 after expiry of the deadline in sentence 1 if he was prevented from complying with this deadline through no fault of his own. Sentences 1 to 3 shall also apply if the customer initiates the transfer via a payment initiation service provider.

- (3) Claims by the customer are excluded if the circumstances giving rise to a claim
- are based on an unusual and unforeseeable event over which the Bank has no influence and the consequences of which could not have been avoided despite exercising due care, or
  - were brought about by the Bank due to a legal obligation.

## 3.2 Credit transfers to countries outside the EEA (third countries)<sup>14</sup>

### 3.2.1 Information required

The customer must provide the following information for the execution of the credit transfer:

- Name and, where applicable, address of the payee,
- Customer identifier of the payee (see Section 1.2); if the BIC is unknown for cross-border credit transfers, the full name and address of the payee's payment service provider must be provided instead,
- Destination country (if applicable, in abbreviated form in accordance with the Appendix),
- Currency (if applicable, in abbreviated form in accordance with the Appendix),
- Amount,
- Name of the customer,
- account number and bank sort code or IBAN of the customer.

### 3.2.2 Execution period

- (1) Credit transfers shall be executed as soon as possible.
- (2) In the case of real-time transfers in euros to a third country in the area of the Single Euro Payments Area (SEPA)<sup>(4)</sup>
- the Bank shall, by way of derogation, arrange for the transfer amount to be received by the payee's payment service provider within the execution period specified in the "List of Prices and Services".
  - The execution period shall commence on the date of receipt of the customer's transfer order by the Bank (see Section 1.4).
  - If the Bank and the customer agree that the execution of a real-time transfer in euros is to commence on a specific day, at a point in time on a specific day or at the end of a specific period or on the day on which the customer has provided the Bank with the funds required for execution in the order currency, the date specified in the order or otherwise agreed shall be decisive for the start of the execution period.

### 3.2.3 Claims for reimbursement and compensation by the customer

#### 3.2.3.1 Reimbursement in the event of an unauthorised credit transfer

(1) In the event of an unauthorised credit transfer (see Section 1.3 paragraph 2), the Bank shall have no claim against the customer for reimbursement of its expenses. It shall be obliged to refund the payment amount to the customer and, if the amount has been debited to an account held by the customer, to restore the balance of this account to what it would have been had the unauthorised transfer not been debited. This obligation must be fulfilled at the latest by the end of the business day following the day on which the Bank was notified that the transfer was unauthorised or the Bank became aware of this in some other way, in accordance with the "List of Prices and Services". If the Bank has notified a competent authority in writing of reasonable grounds for suspecting fraudulent behaviour on the part of the customer, the Bank shall examine and fulfil its obligation under sentence 2 without delay if the suspicion of fraud is not confirmed. If the transfer was initiated via a payment initiation service provider, the obligations arising from sentences 2 to 4 shall apply to the Bank.

(2) In the case of other losses resulting from an unauthorised transfer, the Bank shall be liable for its own culpability. If the customer has contributed to the occurrence of a loss through culpable behaviour, the extent to which the Bank and the customer must bear the loss shall be determined in accordance with the principles of contributory negligence.

#### 3.2.3.2 Liability in the event of non-execution, incorrect execution or delayed execution of an authorised credit transfer

In the event of non-execution, incorrect or delayed execution of an authorised credit transfer, the customer shall be entitled, in addition to any claims arising from the law of commission pursuant to Section 667 BGB and unjust enrichment pursuant to Sections 812 et seq. BGB, the customer shall be entitled to claim damages in accordance with the following provisions:

- The Bank shall be liable for its own fault. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.
- The Bank shall not be liable for the fault of intermediaries. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary (forwarded order).
- The Bank's liability shall be limited to a maximum of EUR 12,500 per transfer. This limitation of liability shall not apply to wilful intent or gross negligence on the part of the Bank or to risks which the Bank has specifically assumed.

#### 3.2.3.3 Exclusion of liability and objections

(1) The Bank's liability pursuant to Section 3.2.3.2 shall be excluded in the following cases:

- The Bank proves to the customer that the transfer amount has been duly received by the payee's payment service provider.
- The transfer was executed in accordance with the incorrect customer identifier of the payee provided by the customer (see Section 1.2). In this case, however, the customer may request the Bank to endeavour to recover the payment amount within the scope of its possibilities. The Bank shall charge the fee set out in the "List of Prices and Services" for the activities of the Bank pursuant to sentence 2 of this subsection.

(2) Claims by the customer under Sections 3.2.3.1 and 3.2.3.2 and objections by the customer against the Bank due to non-execution or incorrect execution of credit transfers or due to unauthorised credit transfers shall be excluded if the customer has not informed the Bank of this in text form no later than 13 months after the date on which an unauthorised or incorrectly executed credit transfer was debited.

<sup>14</sup> Third countries are all countries outside the European Economic Area (currently: the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,

Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the states of Iceland, Liechtenstein and Norway).

The period shall only commence if the Bank has notified the customer of the debit entry of the credit transfer in accordance with the agreed method for account information within one month of the debit entry at the latest; otherwise the date of notification shall be decisive for the commencement of the period. The customer may also assert claims for damages after expiry of the deadline in sentence 1 if he was prevented from complying with this deadline through no fault of his own. Sentences 1 to 3 shall also apply if the customer initiates the transfer via a payment initiation service provider.

- (3) Claims by the customer are excluded if the circumstances giving rise to a claim
- are based on an unusual and unforeseeable event over which the bank has no influence and the consequences of which could not have been avoided despite exercising due care, or
  - were brought about by the Bank due to a legal obligation.

## Appendix: List of short forms for destination country and currency

Destination country	Short form	Currency	Short form
Belgium	BE	Euro	EUR
Bulgaria	BG	Bulgarian lev	BGN
Denmark	DK	Danish krone	DKK
Estonia	EE	Euro	EUR
Finland	FI	Euro	EUR
France Euro	FR	Euro	EUR
EUR Greece	GR	Euro	EUR
Great Britain	GB	British Pound	GBP
Ireland	IE	Euro	EUR
Iceland	IS	Icelandic krona	ISK
Italian krona	IT	Euro	EUR
Japan	JP	Japanese Yen	JPY
Canadian yen	CA	Canadian Dollar	CAD
Croatian Dollar	HR	Euro	EUR
Latvia	LV	Euro	EUR
Liechtenstein	LI	Swiss franc <sup>1</sup>	CHF
Lithuania	LT	Euro	EUR
Luxembourg	LU	Euro	EUR
Malta	MT	Euro	EUR
Netherlands	NL	Euro	EUR
Norway	NO	Norwegian krone	NOK
Austria	AT	Euro	EUR
Poland	PL	Polish zloty	PLN
Portuguese zloty	PT	Euro	EUR
Romania	RO	Romanian leu	RON
Russian Federation	RU	Russian rouble	RUB
Sweden	SE	Swedish krona	SEK
Swiss franc	CH	Swiss franc	CHF
Slovakia	SK	Euro	EUR
Slovenia	SI	Euro	EUR
Spain Euro	ES	Euro	EUR
Czech Republic	CZ	Czech crown	CZK
Turkey	TR	Turkish lira	TRY
Hungary	HU	Hungarian forint	HUF
USA	US	US Dollar	USD
Cyprus	CY	Euro	EUR

<sup>1</sup> Swiss franc as legal tender in Liechtenstein

# Special Conditions for Direct Debit Payments

Version: September 2021

This translation is furnished for the customer's convenience only. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

The Special Conditions for direct debit payments differentiate between the two following schemes:

Section A.: "Direct debit payment in the SEPA Core Direct Debit Scheme"

Section B.: "Direct debit payment in the SEPA Business-to-Business (B2B) Direct Debit Scheme"

Section A. applies to all customers. Section B. only applies to customers who are not consumers. You may therefore only use the SEPA Business-to-Business Direct Debit Scheme if you are not a consumer. Section B. of the special conditions for direct debit payments is therefore not applicable to consumers.

## A. Direct debit payments in the SEPA Core Direct Debit Scheme

The following conditions apply to 'payments by customers from their accounts at the bank to a recipient using the SEPA Core Direct Debit Scheme.

### 1 General

#### 1.1 Definitions

A direct debit is a payment transaction initiated by the payee and debited to the customer's account, whereby the respective amount of the payment is determined by the payee.

#### 1.2 Charges and amendments to charges

##### 1.2.1 Charges for customers

The charges for direct debit transactions shall be set out in the "List of Prices and Services".

Any changes in the charges for direct debit payments shall be made known to the customer in text form no later than two months before their proposed date of entry into force. If the customer has agreed on an electronic communication channel (such as online banking) with the Bank within the framework of the business relationship, the changes may also be made known through this channel. The changes announced by the Bank shall only become effective if the customer accepts them. The Bank may only reach an agreement with the customer on the amendment of a fee that is aimed at a payment by the customer in excess of the main service.

The changes in charges for the payment service framework agreement (current account agreement) shall comply with Section 12 paragraph 5 of the General Terms and Conditions.

##### 1.2.2 Charges for customers who are not consumers

Charges for direct debit payments by customers who are not consumers and changes in said charges shall be governed by the provisions of Section 12, paragraphs 2 to 6 of the General Terms and Conditions.

#### 1.3 Reporting requirements under German law on foreign trade and payments

The customer must comply with the reporting requirements under German law on foreign trade and payments.

#### 1.4 Out-of-court dispute resolution and other means of complaint

For the resolution of disputes with the bank, the customer may turn to the arbitration or complaints offices specified in the "List of Prices and Services".

### 2 SEPA Core Direct Debit Scheme

#### 2.1 General

##### 2.1.1 Main characteristics of the SEPA Core Direct Debit Scheme

The SEPA Core Direct Debit Scheme allows the customer to transfer payments in euro to payees within the Single Euro Payments Area (SEPA) by way of the bank. The countries and regions comprising SEPA are listed in the Appendix.

To execute payments with the SEPA Core Direct Debit Scheme,

- the payee and the payee's payment service provider must use the SEPA Core Direct Debit Scheme and

- the customer must give the payee the SEPA Direct Debit Mandate prior to the payment transaction.

The payment recipient initiates the respective payment transaction by presenting the direct debit to the bank via the payment service provider. For an authorised payment with a SEPA Core Direct Debit Scheme, the customer can claim reimbursement of the debit entry on the customer's account within a period of eight weeks from the time of the entry.

##### 2.1.2 Unique identifiers

The customer have to use the IBAN<sup>1</sup> communicated to him or her and, in the case of cross-border payments outside of the European Economic Area<sup>2</sup>, the bank's BIC<sup>3</sup> as his or her unique identifier to the payee, as the bank is entitled to execute the payment with the SEPA Core Direct Debit Scheme only on the basis of the unique identifier it received. The bank and the other institutions involved execute the payment to the payee using the 'IBAN indicated in the payee's direct debit data as his or her unique identifier and, in the case of cross-border payments outside of the European Economic Area, the payee's BIC'.

##### 2.1.3 Transmission of direct debit data

With the SEPA Core Direct Debit Scheme, direct debit data can also be transmitted via the messaging transmission system Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, with data centres in the European Union, Switzerland and the US.

### 2.2 SEPA Direct Debit Mandate

#### 2.2.1 Issuing the SEPA Direct Debit Mandate

The customer issues a SEPA Direct Debit Mandate to the payee. He or she thereby authorises his or her bank to pay the payee's SEPA Core Direct Debits. The mandate shall be issued in writing or in a way agreed with his or her bank. This authorisation also includes the explicit consent for the payment service providers involved in the direct debit payment and any interim institutions to access, process, transmit and store the customer's personal data required to execute the direct debit.

The SEPA Direct Debit Mandate must include the following statements by the customer:

- authorisation of the payee to collect payments from the customer's account through SEPA Core Direct Debits and
  - instructions to the bank to pay the payee's SEPA Core Direct Debits.
- The SEPA Direct Debit Mandate must include the following authorisation data:
- Identification of the payee
  - Creditor identifier
  - Indication whether it is a one-off or repeat payment
  - Name of the customer (if available)
  - Name of the customer's bank
  - The customer's unique identifier (see Section A.2.1.2)

The direct debit mandate can include further information in addition to the authorisation data.

##### 2.2.2 Payment authorisation as SEPA Direct Debit Mandate

By authorising a direct debit mandate that allows the payee to collect payments from the customer's account by direct debit, the customer also instructs the bank to pay the direct debits drawn by the payee from his or her account. By authorising the direct debit mandate, the customer authorises the bank to pay direct debits to the payee. This authorisation counts as a SEPA Direct Debit Mandate. Sentences 1 to 3 also apply to authorisations granted by customers before these conditions became effective.

The direct debit authorisation must contain the following authorisation data:

- Identification of the payee
- Name of the customer
- Unique identifier according to Section A. 2.1.2 or the customer's account number and bank sort code

The direct debit mandate can include further information in addition to the authorisation data.

<sup>1</sup> International Bank Account Number

<sup>2</sup> The European Economic Area (EEA) currently comprises the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy,

Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden plus Iceland, Liechtenstein and Norway.

<sup>3</sup> Business Identifier Code

### 2.2.3 Revocation of the SEPA Direct Debit Mandate

The SEPA Direct Debit Mandate can be revoked by the customer by making a declaration to this effect to the payee or his or her bank – preferably in writing – which will cancel the authorisation of subsequent payments.

If the revocation is communicated to the bank, it comes into effect on the business day that follows the receipt of the revocation as set out in the “List of Prices and Services”. In addition, the revocation should also be declared to the payee to ensure that the payee does not collect further payments via direct debit.

### 2.2.4 Restriction and refusal of direct debits

The customer can separately instruct the bank to limit or refuse payments from SEPA Core Direct Debits. This instruction must be received by the bank by the end of the business day before the due date contained in the direct debit data at the latest, as set out in the “List of Prices and Services”. This instruction shall, if possible, be made in writing and also be declared to the payee.

### 2.3 Collection of the SEPA Core Direct Debit by the payee based on the SEPA Direct Debit Mandate

(1) The SEPA Direct Debit authorised by the customer remains with the payee. The payee copies the authorisation data and any additional information into the data for collecting SEPA Core Direct Debits. The respective direct debit amount shall be specified by the payee.

(2) The payee electronically transmits the data for collecting the SEPA Core Direct Debit to the bank, using his payment service provider as a paying agent. This data also represents the customer's instruction to the bank to pay the relevant SEPA Core Direct Debit (see Section A. 2.2.1 sentences 2 and 5, or Section A. 2.2.2 sentence 2). For the submission of this instruction, the bank waives the form agreed for communicating the mandate (see Section A. 2.2.1 sentence 3).

### 2.4 Payment transaction due to the SEPA Core Direct Debit

#### 2.4.1 Debiting the customer's account with the direct debit amount

(1) SEPA Core Direct Debits received from the payee are collected from the customer's account on the due date identified in the data, in the amount specified by the payee. If the due date is not a banking business day as stated in the ‘List of Prices and Services’, the account shall be debited on the next banking business day.

(2) The account shall not be debited or a debit entry shall be cancelled no later than the second banking business day<sup>4</sup> after it was made, if

- the bank has received notice of revocation of the SEPA Direct Debit Mandate in accordance with Section A. 2.2.3,
- the bank has received separate instructions to limit or refuse a direct debit from the customer in accordance with Section A. 2.2.4,
- the customer does not have sufficient credit balance on the account or sufficient credit to pay the direct debit (lack of funds); the bank shall not pay parts of a direct debit,
- the payer's IBAN indicated in the direct debit data asset cannot be assigned to any account held by the customer with the bank

or

- the direct debit cannot be processed by the bank because the direct debit data
  - lacks a creditor identifier or is evidently incorrect to the bank,
  - there is no mandate reference,
  - the issue date for the mandate is missing or
  - no due date is indicated.

#### 2.4.2 Payment of SEPA Core Direct Debits

SEPA core direct debits are paid if the debit entry in the customer's account has not been cancelled later than the second banking business day<sup>4</sup> after the entry was made.

#### 2.4.3 Notification of non-execution or cancellation of the debit entry or refusal of payment

The bank shall inform the customer without delay, and no later than the time agreed in Section A. 2.4.4, of non-execution or cancellation of the debit entry (see Section A. 2.4.1, paragraph 2) or refusal to pay a SEPA core direct debit (see Section 2.4.2). It may do so also through the agreed account information channel. When doing so, the bank shall, if possible, state the reasons and indicate ways in which errors that led to the non-execution, cancellation or refusal can be rectified. The bank shall levy the charges set out in “List of Prices and Services” for a justified refusal to pay an authorised SEPA Core Direct Debit due to a lack of funds (see Section A. 2.4.1 paragraph 2, third bullet point).

#### 2.4.4 Execution of the payment

(1) The bank shall be obligated to ensure that the amount debited by it to the customer's account on the basis of the SEPA core direct debit presented by the payee is received by the payee's payment service provider within the execution period indicated in the ‘List of Prices and Services’ at the latest.

(2) The execution period shall commence on the due date indicated in the direct debit data set. If this date is not a banking business day as stated in the ‘List of Prices and Services’, the execution period shall commence on the following business day.

(3) The bank shall inform the customer about the execution of the payment through the agreed account information channel and at the agreed frequency.

### 2.5 Customer's entitlement to a refund for an authorised payment

(1) If a payment which has been made on the basis of a SEPA core direct debit is authorised, the customer shall be entitled to claim a no-questions-asked refund of the amount debited from the bank. Such claim must be made within eight weeks starting from the date on which the customer's account was debited. The bank shall restore the balance of the customer's account to what it would have been without debiting for the payment. Any claims by the payee against the customer shall not be affected by this.

(2) The entitlement to a refund in accordance with paragraph 1 shall be precluded as soon as the amount of the direct debit entry has been expressly authorised by the customer directly to the bank.

(3) The customer's entitlement to a refund for a non-executed or incorrectly executed authorised payment shall be determined by Section A. 2.6.2.

### 2.6 Customer's entitlement to refund, correction and compensation

#### 2.6.1 Refund for an unauthorised payment

If a payment has not been authorised by the customer, the bank shall have no claim against the customer for reimbursement of its expenses. It is obliged to refund to the customer the direct debit amount debited from his or her account. The bank shall restore the balance of the account to what it would have been without debiting the unauthorised payment.

In accordance with the “List of Prices and Services”, this obligation is to be met by the end of the business day that follows the day on which it was indicated to the bank that the payment was not authorised, or the bank became aware of it any other way, at the latest. If the bank has informed a relevant authority in writing of reasonable grounds to suspect fraudulent conduct by the customer, the bank has to immediately assess and meet its obligation pursuant to sentences 2 and 3 if the suspicion of fraud is not substantiated.

#### 2.6.2 Refund for non-execution, incorrect execution or delayed execution of authorised payments

(1) If an authorised payment is not executed or not executed correctly, the customer may request the bank to refund the full amount of the payment without delay insofar as the payment was not made or not made correctly. If the amount has been debited from the customer's account, the bank shall restore the balance of this account to what it would have been without debiting it for the non-executed or incorrectly executed payment transaction.

(2) Over and above paragraph 1, the customer may request the bank to refund those charges and interest levied by the bank on the customer or debited from the customer's account in connection with the non-execution or incorrect execution of the payment.

(3) If the direct debit amount is received by the payee's payment service provider after expiry of the execution time as specified in Section A. 2.4.4 paragraph 2 (delay), the payee can request his or her payment service provider to credit the direct debit amount to his or her account as if the payment had been executed correctly.

(4) If a payment transaction was not executed or not executed correctly, the bank shall, at the customer's request, reconstruct the processing of the payment and inform the customer of the result thereof.

#### 2.6.3 Compensation for neglect of duty

(1) If an authorised payment is not executed, not executed correctly or executed with a delay, or if a payment is unauthorised, the customer may request the bank to provide compensation for any loss or damage not already covered by Sections A. 2.6.1 and A. 2.6.2. This shall not apply if the bank is not responsible for the neglect of duty. The bank is hereby liable for its own culpable conduct as well as that of an interim institution the bank engaged. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss or damage.

(2) Liability under paragraph 1 shall be limited to € 12,500. This limitation on liability shall not apply to

- unauthorised payments,
- cases of deliberate intent or gross negligence by the bank,
- risks which the bank has assumed on an exceptional basis and
- if the customer is a consumer, loss of interest incurred by the customer.

<sup>4</sup> Banking business days are all working days apart from Saturdays and 24 and 31 December.

#### 2.6.4 Entitlement to compensation for customers who are not consumers

By way of derogation from the entitlements under Section A. 2.6.2 and Section A. 2.6.3, customers who are not consumers shall only have a claim for compensation – besides any claims for restitution under mandate law pursuant to Section 667 and unjust enrichment pursuant to Section 812 et seqq. of the German Civil Code (Bürgerliches Gesetzbuch – BGB) – for a non-executed or incorrectly executed authorised payment, an authorised payment executed with a delay or an unauthorised payment in accordance with the following rules:

- The bank shall be liable for any fault on its own part. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss or damage.
- The bank shall not be liable for any fault on the part of intermediary institutions chosen by it. In such cases, the bank's liability shall be limited to the careful selection and instruction of the first intermediary institution.
- The amount of the customer's claim for compensation shall be limited to the amount of the direct debit amount, plus the charges and interest levied by the bank. Where claims for consequential loss or damage are asserted, such claims shall be limited to a maximum of € 12,500 per payment. These limitations shall not apply to deliberate intent or gross negligence by the bank or to risks which the bank has assumed on an exceptional basis or to unauthorised payments.

#### 2.6.5 Preclusion of liability and objection

(1) Any liability by the bank under Sections A. 2.6.2 – A. 2.6.4 shall be precluded:

- if the bank proves to the customer that the full amount of the payment was received by the payee's payment service provider in due time or
- if the payment was executed in conformity with an incorrect unique identifier of the payee provided by the customer. In this case, the customer may, however, request that the bank to make reasonable efforts to recover the amount of the credit transfer. If the amount of the payment cannot be recovered in accordance with sentence 2 of this subsection, the bank is obliged to provide the customer, on written request, with all available information to enable the customer to assert a claim for reimbursement of the amount. For the bank's activities according to sentences 2 and 3 of this subsection, the bank shall levy the charge set out in the "List of Prices and Services".

(2) Any claims by the customer under Sections A. 2.6.1 – A. 2.6.4 and any objections by the customer against the bank as a result of non-executed, incorrectly executed or unauthorised payments shall be precluded if the customer fails to inform the bank thereof within a period of 13 months at the latest after being debited for an unauthorised or incorrectly executed payment. This period shall commence only once the bank has informed the customer about the debit entry for the payment through the agreed account information channel no later than one month after the debit entry was made; otherwise the date on which the customer is informed shall determine when the period commences. Customers may also assert claims for compensation under Section A. 2.6.3 after expiry of the period referred to in sentence 1 if they were prevented through no fault of their own, from adhering to this period.

(3) Any claims by the customer shall be precluded if the circumstances substantiating a claim

- are based upon an exceptional and unforeseeable event on which the bank has no influence and whose consequences could not have been avoided even by exercising due diligence

or

- were brought about by the bank as a result of a statutory obligation.

### B. Direct debit payments in the SEPA Business-to-Business (B2B) Direct Debit Scheme

The following conditions apply to 'payments by customers who are not consumers'<sup>5</sup> from their accounts at the bank to a recipient using the SEPA Business-to-Business (B2B) Direct Debit Scheme.

#### 1 General

##### 1.1 Definitions

A direct debit is a payment transaction initiated by the payee at the expense of the customer's account, whereby the respective amount of the payment is determined by the payee.

##### 1.2 Charges

Charges and changes in said charges shall be governed by the provisions of Section 12, paragraphs 2 to 6 of the General Terms and Conditions.

#### 1.3 Reporting requirements under German foreign trade legislation

The customer shall observe the reporting requirements under German foreign trade legislation.

#### 1.4 Out-of-court dispute resolution and other means of complaint

For the resolution of disputes with the bank the customer may turn to the arbitration or complaints offices specified in the 'List of Prices and Services'.

### 2 SEPA business-to-business (B2B) direct debit

#### 2.1 General

##### 2.1.1 Main characteristics of the SEPA B2B Direct Debit Scheme

The SEPA B2B direct debit scheme may only be used by customers who are not consumers.

It enables the customer to make payments in euros to the payee through the bank within the Single Euro Payments Area (SEPA). SEPA comprises the countries and territories listed in the Appendix. For the execution of payments by SEPA B2B direct debit

- the payee and the payee's payment service provider must use the SEPA Business-to-Business Direct Debit Scheme,
- the payer must give the payee the SEPA Business-to-Business Direct Debit Mandate prior to the payment transaction and
- the customer must inform the bank of the issuance of the SEPA Business-to-Business Direct Debit Mandate.

The payee initiates the respective payment transaction by presenting the direct debits to the bank through his/her payment service provider.

If a payment which has been made on the basis of a SEPA B2B direct debit is authorised, the customer shall not be entitled to claim a refund of the amount debited to his/her account from the bank.

##### 2.1.2 Unique identifier

The customer must use the IBAN<sup>6</sup> communicated to him or her and, in the case of cross-border payments outside of the European Economic Area<sup>7</sup>, the bank's BIC<sup>8</sup> as his or her unique identifier to the payee, as the bank is entitled to execute the payment with the SEPA Business-to-Business Direct Debit Scheme only on the basis of the unique identifier it received. The bank and the other institutions involved execute the payment to the payee using the IBAN indicated in the payee's direct debit data as his or her unique identifier and, in the case of cross-border payments outside of the European Economic Area, the payee's BIC.

##### 2.1.3 Transmission of direct debit data

With the SEPA Business-to-Business Direct Debits, direct debit data can also be transmitted via the messaging transmission system Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, with data centres in the European Union, Switzerland and the US.

### 2.2 SEPA Business-to-Business (B2B) Direct Debit Mandate

#### 2.2.1 Issuing the SEPA B2B Direct Debit Mandate

The customer issues a SEPA Business-to-Business Direct Debit Mandate to the payee. He or she thereby authorises his or her bank to pay the payee's SEPA Business-to-Business Direct Debits. The mandate shall be issued in writing or in a way agreed with his or her bank. This authorisation also includes the explicit consent for the payment service providers involved in the direct debit payment and any interim institutions to access, process, transmit and store the customer's personal data required to execute the direct debit.

The SEPA Business-to-Business Direct Debit Mandate must include the following statements by the customer:

- authorisation of the payee to collect payments from the customer's account through SEPA B2B Direct Debits and
- instructions to the bank to pay the payee's SEPA B2B Direct Debit.

The SEPA B2B Direct Debit Mandate must include the following authorisation data:

- Name of the payee
- Creditor identifier
- Indication whether it is a one-off or repeat payment
- Name of the customer
- Name of the customer's bank
- The customer's unique identifier (see Section B. 2.1.2)

The direct debit mandate can include further information in addition to the authorisation data.

<sup>5</sup> Section 13 German Civil Code (BGB): A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

<sup>6</sup> International Bank Account Number

<sup>7</sup> The European Economic Area (EEA) currently comprises the EU member states Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy,

Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden plus Iceland, Liechtenstein and Norway.

<sup>8</sup> Business Identifier Code

### 2.2.2 Confirmation of giving a SEPA B2B direct debit mandate

In accordance with B. 2.2.1 the customer must promptly confirm the authorisation by transmitting the following data in the agreed way from the payee's SEPA Business-to-Business Direct Debit Mandate to the bank:

- Name of the payee
- Payee's creditor identifier
- Mandate reference
- Indication whether it is a one-off or repeat payment
- Date and signature on the mandate

For this purpose, the customer can transmit a copy of the SEPA Business-to-Business Direct Debit to the bank.

The customer shall inform the bank promptly of changes or the cancellation of the SEPA Business-to-Business Mandate vis-à-vis the payee, preferably in writing.

### 2.2.3 Revocation of the SEPA B2B Direct Debit Mandate

The SEPA B2B direct debit mandate may be revoked by the customer by means of a statement to this effect to the bank. Revocation shall take effect from the banking business day, as stated in the 'List of Prices and Services', following the day on which notice of revocation is received. Notice of revocation should, if possible, be given in writing and, in addition, to the payee. Revocation of the SEPA B2B direct debit mandate shall not cover SEPA B2B direct debits already debited to the customer's account. In this case, Section B. 2.2.4 paragraphs 2 and 3 shall apply.

### 2.2.4 Rejection of individual SEPA B2B direct debits

(1) The customer can separately instruct the bank to refuse payments from certain SEPA B2B Direct Debits of the payee. This instruction must be received by the bank by the end of the banking business day before the due date contained in the direct debit data at the latest, as set out in the "List of Prices and Services". This instruction shall, if possible, be made in writing and also be declared to the payee.

(2) On the day of the debit entry, the SEPA Business-to-Business Direct Debit can only be rejected if the customer and the bank have agreed thereupon. This agreement shall become effective if the bank manages to recover the amount of the credit transfer. For handling such a revocation, the bank shall levy the charge set out in the "List of Prices and Services".

(3) After the day of the debit entry, the customer can no longer reject the SEPA Business-to-Business Direct Debit.

### 2.3 Collection of the SEPA Business-to-Business Direct Debit by the payee based on the SEPA Business-to-Business Direct Debit Mandate

(1) The SEPA Business-to-Business Direct Debit authorised by the customer remains with the payee. The payee copies the authorisation data and any additional information into the data for collecting SEPA Business-to-Business Direct Debits. Each direct debit amount is indicated by the payee.

(2) The payee electronically transmits the data for collecting the SEPA Business-to-Business Direct Debit to the bank, using his payment service provider as a paying agent. This data also contains the customer's instruction included in the SEPA Business-to-Business Direct Debit Mandate for the bank to pay the respective SEPA Business-to-Business Direct Debit (see Section B. 2.2.1 sentences 2 and 5). For the submission of this instruction, the bank waives the form agreed for communicating the mandate (see Section A. 2.2.1 sentence 3).

### 2.4 Payment transaction due to the SEPA B2B Direct Debit

#### 2.4.1 Debiting the customer's account with the direct debit amount

(1) SEPA B2B Direct Debits received from the payee are collected from the customer's account on the due date identified in the data, in the amount specified by the payee. If the due date is not a banking business day as set out in the bank's "List of Prices and Services", the amount is debited on the next banking business day.

(2) The account is not debited or the debit is reversed on the third banking business day following the debit at the latest<sup>9</sup> if

- the bank has received no confirmation from the customer pursuant to Section B. 2.2.2,
- the bank has received notice of revocation of the SEPA B2B direct debit mandate pursuant to Section B. 2.2.3,
- the bank has received notice of rejection of the customer's direct debit pursuant to Section B. 2.2.4,
- the customer does not have a sufficient credit balance on the account or sufficient credit for payment of the direct debit (lack of funds); the bank shall not pay partial amounts,
- the payer's IBAN indicated in the direct debit data set cannot be assigned to any account held by the customer with the bank

or

- the direct debit cannot be processed by the bank because the direct debit data set

- does not contain a creditor identifier or contains one which is evidently wrong to the bank,
- does not contain a mandate reference,
- does not indicate the date on which the mandate was given or
- does not indicate the due date.

### 2.4.2 Payment of SEPA B2B Direct Debits

SEPA B2B Direct Debits are paid if the debit entry on the customer's account has not been cancelled later than the third banking business day<sup>9</sup> after the entry was made.

### 2.4.3 Notification of non-execution or cancellation of the debit entry or refusal of payment

The bank shall promptly notify the customer of the non-execution or reversal of the debit entry (see Section B. 2.4.1 paragraph 2) or the rejection of the payment of a SEPA Business-to-Business Direct Debit, before the deadline agreed according to Section B. 2.4.4. It may do so also through the agreed account information channel. When doing so, the bank shall, if possible, state the reasons for the non-execution, reversal or refusal and indicate ways in which errors that led to the non-execution, reversal or refusal can be rectified. The bank shall levy the charges set out in "List of Prices and Services" for legitimately rejecting the payment of an authorised SEPA Business-to-Business Direct Debit because the funds in the account are insufficient (see Section A. 2.4.1 paragraph 2, fourth bullet point).

### 2.4.4 Execution of the payment

(1) The bank shall be obligated to ensure that the amount debited by it to the customer's account on the basis of the SEPA B2B direct debit presented by the payee is received by the payee's payment service provider within the execution period indicated in the 'List of Prices and Services' at the latest.

(2) The execution period shall commence on the due date indicated in the direct debit data set. If this date is not a banking business day as stated in the 'List of Prices and Services', the execution period shall commence on the following banking business day.

(3) The bank shall inform the customer of the execution of the payment through the agreed account information channel and at the agreed frequency.

### 2.5 Preclusion of entitlement to a refund for an authorised payment

If a payment which has been made on the basis of a SEPA B2B direct debit is authorised, the customer shall not be entitled to claim a refund of the amount debited to his/her account from the bank. Any claims pursuant to Section 675x of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall be precluded. The customer's entitlement to a refund for a non-executed or incorrectly executed authorised payment shall be determined by Section B. 2.6.2.

### 2.6 Customer's entitlement to a refund and compensation

#### 2.6.1 Refund for unauthorised payments

If a payment has not been authorised by the customer, the bank shall have no claim against the customer for reimbursement of its expenses. It is obliged to refund the direct debit amount debited from the customer's account. The bank shall restore the balance of the account to what it would have been without debiting the unauthorised payment.

In accordance with the "List of Prices and Services", this obligation is to be met by the end of the banking business day that follows the day on which it was indicated to the bank that the payment was not authorised, or the bank became aware of it any other way, at the latest. If the bank has informed a relevant authority in writing of reasonable grounds to suspect fraudulent conduct by the customer, the bank has to immediately assess and meet its obligation pursuant to sentences 2 and 3 if the suspicion of fraud is not substantiated.

#### 2.6.2 Compensation for neglect of duty

Customers shall have a claim for compensation – besides any claims for restitution under mandate law pursuant to Section 667 and unjust enrichment pursuant to Section 812 et seqq. of the German Civil Code (BGB) – for a non-executed or incorrectly executed authorised payment, an authorised payment executed with a delay or an unauthorised payment in accordance with the following rules:

- The bank shall be liable for any fault on its own part. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss or damage.
- The bank shall not be liable for any fault on the part of intermediary institutions chosen by it. In such cases, the bank's liability shall be limited to the careful selection and instruction of the first intermediary institution.
- The amount of the customer's claim for compensation shall be limited to the direct debit amount, plus the charges and interest levied by the bank. Where claims for consequential loss or damage are asserted, such claims shall be limited to a maximum of € 12,500 per payment. These limitations on liability shall not apply

<sup>9</sup> Banking business days are all working days apart from Saturdays and 24 and 31 December.

to deliberate intent or gross negligence by the bank or to risks which the bank has assumed on an exceptional basis or to unauthorised transfers.

Claims from Section 675y German Civil Code (BGB) are excluded.

### **2.6.3 Preclusion of liability and objection**

(1) Any liability by the bank under Sections A. 2.6.2 to A. 2.6.4 shall be precluded:

- if the bank proves to the customer that the full amount of the payment was received by the payee's payment service provider in due time or
- if the payment was executed in conformity with the incorrect unique identifier of the payee provided by the payee. In this case, the customer may, however, request the bank to make reasonable efforts to recover the amount of the credit transfer. If the amount of the payment cannot be recovered in accordance with sentence 2 of this subsection, the bank is obliged to provide the customer, on written request, with all available information to enable the customer to assert a claim for reimbursement of the amount. For the bank's activities according to sentences 2 and 3 of this subsection, the bank shall levy the charge set out in the "List of Prices and Services".

(2) Any claims by the customer under Sections B. 2.6.1 and B. 2.6.2 and any objections by the customer against the bank as a result of non-executed, incorrectly executed or unauthorised payments shall be precluded if the customer fails to inform the bank thereof within a period of 13 months at the latest after being debited for an unauthorised or incorrectly executed payment. This period shall commence only once the bank has informed the customer about the debit entry for the payment through the agreed account information channel no later than one month after the debit entry was made; otherwise the date on which the customer is informed shall determine when the period commences. Customers may also assert claims for compensation under Section B. 2.6.2 after expiry of the period referred to in sentence 1 if they were prevented through no fault of their own, from adhering to this period.

(3) Any claims by the customer shall be precluded if the circumstances substantiating a claim

- are based upon an exceptional and unforeseeable event on which the bank has no influence and whose consequences could not have been avoided even by exercising due diligence

or

- were brought about by the bank as a result of a statutory obligation.

## **Appendix: List of the countries and regions that are part of SEPA**

### **1 European Economic Area (EEA) countries**

#### **1.1 European Union member states**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain and Sweden.

#### **1.2 Additional countries**

Iceland, Liechtenstein and Norway.

### **2 Other countries and regions**

Andorra, Monaco, San Marino, Switzerland, the United Kingdom of Great Britain and Northern Ireland and the Vatican City State as well as Saint-Pierre and Miquelon, Jersey, Guernsey and the Isle of Man.



# Special Conditions for Direct Debit Collection

Version: September 2021

The present translation is furnished for the customer's convenience only. The original German text of the Special Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

The collection of claims by the customer, as the payee, by direct debit shall be subject to the following terms and conditions.

## 1 General

### 1.1 Definition

A direct debit is a payment initiated by the customer, as the payee, debited to the payer's account with his/her payment service provider where the amount of the payment is specified by the customer.

### 1.2 Charges and amendments to charges

#### 1.2.1 Agreement on charges

Unless otherwise agreed, the charges for the collection of direct debits shall be set out in the Direct Debit Collection Agreement.

#### 1.2.2 Changes in charges for consumers

Changes in the charges shall be made known to the customer in text form no later than two months before the proposed date of their entry into force. If the customer has agreed an electronic communication channel (such as online banking) with the Bank within the framework of the business relationship, the changes may also be made known by this means. The changes announced by the Bank shall only become effective if the customer accepts them. The Bank may only reach an agreement with the customer on the amendment of a charge which is directed at a payment by the customer in excess of the main service.

Changes to charges for the payment services framework contract (current account contract) are governed by No. 12 paragraph (5) of the General Terms and Conditions.

#### 1.2.3 Changes in charges for customers who are not consumers

In the event of changes to the charges for customers who are not consumers, the provisions of No. 12 paragraphs (2) to (6) of the General Terms and Conditions shall apply.

#### 1.2.4 Deduction of charges from the amount credited in the direct debit

The bank may deduct the charges to which it is entitled from the direct debit amount that is credited.

### 1.3 Notification

The bank shall notify the customer at least once a month about the execution of direct debit collection orders and returned direct debits through the agreed account information channel. If customers are not consumers, the manner and frequency of such notification may be agreed separately with them. In their case, the notification for direct debit amounts which are credited collectively shall only show the total amount and not the individual payment transactions.

### 1.4 Customer's entitlement to a refund and compensation

#### 1.4.1 Customer's notification duty

The customer shall notify the bank without delay upon detecting any incorrectly executed direct debit collections.

#### 1.4.2 Refund for non-execution or incorrect execution of a direct debit collection order by the bank or delayed receipt of a direct debit amount.

(1) In the event of non-execution or incorrect execution of a direct debit collection order by the bank, the customer may request the bank to send it – again, if necessary – without delay to the payer's payment service provider.

(2) In addition to the entitlement stipulated in paragraph 1, the customer may request that the bank refund any charges and interest levied on him/her or debited to the customer's account in connection with the non-execution or incorrect execution of a direct debit collection order.

(3) If the direct debit amount was merely received late by the bank, the customer can in line with Section 675, paragraph 4 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) demand that the bank credit the direct debit amount to his account as if the payment transactions had been executed correctly

### 1.4.3 Compensation for neglect of duty

(1) If a direct debit collection order is not executed, is executed incorrectly or is executed late, the customer may request the bank to provide compensation for any loss or damage incurred as a result. This shall not apply if the bank is not responsible for the neglect of duty. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss or damage.

(2) If the customer is not a consumer, the bank's liability for any loss or damage shall be limited to the amount of the direct debit. Where claims for consequential loss or damage are asserted, such claims shall be limited to a maximum of € 12,500 per payment. These limitations on liability shall not apply to deliberate intent or gross negligence by the bank or to risks which the bank has assumed on an exceptional basis.

### 1.4.4 Preclusion of liability and objection

Any claims by the customer under Sections 1.4.2 and any objections by the customer against the bank as a result of non-execution or incorrect execution of collection orders shall be precluded if the customer fails to inform the bank thereof within a period of 13 months at the latest after being debited for incorrectly executed collection transactions. This period shall commence only once the bank has informed the customer about the transaction through the agreed account information channel no later than one month after the debit entry was made; otherwise the date on which the customer is informed shall determine when the period commenced.

### 1.5 Other special arrangements with customers who are not consumers

(1) If customers are not consumers, Section 675d, paragraph 1, paragraphs 3 – 5 (duties to provide information) and Section 675f, paragraph 5, sentence 2 (expenses and fees for performing ancillary duties) of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall not apply.

(2) A minimum period of notice of two weeks shall apply on the part of the bank towards customers who are not consumers – unless agreed otherwise – by way of deviation from No. 19, paragraph 1, sentence 3 of the bank's General Business Conditions (Allgemeine Geschäftsbedingungen – AGB).

### 1.6 Making available copies of the direct debit mandates

Upon request, the customer shall make available to the bank within seven business days copies of the SEPA Core Direct Debit Mandate (or the previous collection authorisation according to Section 2.4.2) or SEPA Business-to-Business (B2B) direct debit mandate and, if necessary, further details of the direct debits submitted.

### 1.7 Out-of-court dispute resolution and other means of complaint

For the resolution of disputes with the bank the customer may turn to the arbitration or complaints offices specified in the "List of Prices and Services".

## 2 SEPA Core Direct Debit

### 2.1 Main characteristics of the SEPA Core Direct Debit Scheme

The SEPA Core Direct Debit Scheme is governed by the SEPA Core Direct Debit Scheme Rulebook issued by the European Payments Council (EPC). The SEPA Core Direct Debit Scheme enables a payer to make payments in euros to the payee through his/her payment service provider within the Single Euro Payments Area (SEPA). The countries and regions comprising SEPA are listed in Appendix C. For the execution of payments by SEPA Core Direct Debit, the payer must give the SEPA direct debit mandate to the payee before the payment transaction.

The customer, as the payee, initiates the respective payment transaction by presenting the direct debits to the payer's payment service provider through the bank.

For authorised SEPA Core Direct Debit payments, the payer shall be entitled to claim a refund of the amount debited from his/her payment service provider without giving reasons. Such a claim must be made within eight weeks starting from the date on which the payer's account was debited. This shall result in cancellation of the credit entry in the account of the customer as the payee.

## 2.2 Unique identifier

The customer must use

- the IBAN given to him/her by the bank<sup>1</sup> – and in the case of cross-border direct debit collections outside of the European Economic Area (EEA)<sup>2</sup> also the BIC<sup>3</sup> of the bank – as his/her unique identifier, as well as
- the IBAN given to him/her by the payer – and for cross-border payments outside of the EEA also the BIC of the payer's payment service provider – as the unique identifier of the payer

for the procedure.

The bank is entitled to collect the direct debits solely on the basis of the unique identifiers provided to it.

## 2.3 Transmission of direct debit data

With the SEPA Core Direct Debit Scheme, direct debit data can also be transmitted via the data transmission system Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium and data centres in the European Union, Switzerland and the USA.

## 2.4 SEPA Direct Debit Mandate

### 2.4.1 Issuing the SEPA Direct Debit Mandate

The customer must obtain a SEPA Direct Debit Mandate from the payer before submitting SEPA Core Direct Debits. The SEPA Direct Debit Mandate must include the following statements from the payee:

- a statement authorising the customer to collect payments from the payer's account through SEPA Core Direct Debits, and
- a statement from the payer instructing the payer's payment service provider to pay the SEPA Core Direct Debits drawn by the customer on the payer's account.

For this purpose, the customer must use the text attached as Appendix A.1 or an identical text in terms of content in an official language of the countries and territories listed in Appendix C in accordance with the rules laid down by the European Payments Council<sup>4</sup>.

The mandate must, in addition, include the following details:

- name and address of the customer and the customer's creditor identifier (where customers are resident in Germany, this is assigned by Deutsche Bundesbank<sup>5</sup>),
- indication of whether the mandate is for a one-off payment or recurrent payments, and
- name of the payer or identification in accordance with Appendix B.2
- payer's unique identifier (see Section 2.2),
- date/signature of the payer.

The mandate reference assigned individually by the customer

- shall, in conjunction with the creditor identifier, uniquely identify each mandate,
- shall be up to 35 alphanumeric characters long and
- may form part of the mandate or must be subsequently conveyed to the payer.

The SEPA direct debit mandate can include further information in addition to the data referred to.

### 2.4.2 Payment authorisation as SEPA Direct Debit Mandate

(1) The customer may use a collection authorisation (Einzugsermächtigung) issued before 1 February 2014 as a SEPA Direct Debit mandate. For this purpose, the following conditions must be fulfilled:

- the payer has given the customer, as the payee, a collection authorisation in writing, authorising the payee to collect payments from his/her account by direct debit.
- the payer and his/her payment service provider have agreed that
  - the payer, by giving a collection authorisation, instructs his/her payment service provider to pay the direct debits drawn by the payee on his/her account, and, at the same time,
  - this collection authorisation may be used as a SEPA Direct Debit Mandate.

(2) The direct debit authorisation has to contain the following authorisation data:

- Name of the payee,
- Name of the payer,
- Unique identifier according to Section 2.2 or the payer's account number and bank sort code.

The direct debit mandate can include further information in addition to the direct debit authorisation data.

(3) Before the first SEPA Core Direct Debit is collected, the customer must notify the payer of the changeover from collection by direct debit based on collection authorisation (Einzugsermächtigungslastschrift) to collection by SEPA Core Direct Debit, indicating the creditor identifier and the mandate reference in text form. Where requested by the bank, the customer must duly demonstrate that it notified the payer as required in sentence 1.

(4) The first SEPA Core Direct Debit that is issued after the changeover from the direct debit based on collection authorisation shall be tagged as a first direct debit. The date of signature by the payer indicated in the data set for the direct debits presented shall be the date of notification of the payer as specified in paragraph 3. This must be between 9th July 2012 and at least five business days before the due date of the first SEPA Core Direct Debit.

### 2.4.3 Record-keeping requirement

The customer shall be obliged to retain the SEPA Direct Debit Mandate issued by the payer – including any changes – in the legally required form. Once the mandate expires, it must be retained for a period of at least 14 months calculated from the date of submission of the last direct debit collected.

### 2.4.4 Revocation of the SEPA direct debit mandate by the payer

If a payer revokes a SEPA Direct Debit Mandate vis-à-vis the customer, the customer may not collect any further direct debits on the basis of this SEPA Direct Debit Mandate.

If a SEPA core direct debit is returned to the customer for the following reason: "no mandate/unauthorised transaction", the payer's payment service provider thereby informs the customer that the payer has revoked the SEPA Direct Debit Mandate issued to the customer. The customer may then not collect any further SEPA Core Direct Debits on the basis of this SEPA Direct Debit Mandate.

## 2.5 Notification of SEPA Core Direct Debit collection

The customer must notify the payer of SEPA Core Direct Debit collection no later than 14 calendar days before the due date of the first SEPA Core Direct Debit payment (e.g. by issuing an invoice); the customer and the payer may also agree upon a different notification period. For recurrent direct debits for the same amounts, it shall be sufficient to notify the payer once before the first direct debit collection and to indicate the dates when payments are due.

## 2.6 Submission of the SEPA Core Direct Debit

(1) The SEPA Direct Debit Mandate the payer authorised shall remain with the customer as the payee. The customer shall take over the authorisation data and enter any additional details in the data set for collection of SEPA Core Direct Debits. The respective direct debit amount and the date on which the direct debit payment is due shall be specified by the customer. If the SEPA Core Direct Debit is drawn on a payer's account outside of the European Economic Area<sup>6</sup>, the address of the payer also has to be specified in the data set.

(2) The customer electronically transmits the data for collecting the SEPA Core Direct Debit to the bank, observing the agreed transmission deadlines. The direct debit must be tagged in accordance with Appendix B. The payer's payment service provider shall be entitled to process the direct debit according to how it is tagged.

(3) If the due date specified by the customer in the data record is not a banking business day, the following business day shall be the due date. The banking business days shall be set out in the "List of Prices and Services".

(4) If the customer does not submit any SEPA Core Direct Debit under a SEPA Direct Debit Mandate within a period of 36 months (calculated from the due date of the last SEPA Core Direct Debit presented), he/she must cease collecting direct debits under this mandate and shall be obliged to obtain a new SEPA direct debit mandate if he/she wishes to collect SEPA Core Direct Debits from the payer thereafter. The bank shall not be obliged to verify compliance with the measures referred to in sentence 1.

(5) The bank shall send the SEPA Core Direct Debit, if presented punctually and properly, to the payer's payment service provider so that the payment can be debited on the due date contained in the direct debit data set.

## 2.7 Execution of the payment transaction and returned direct debits

(1) The payer's payment service provider remits the amount debited by it to the payer's account on the basis of the SEPA Core Direct Debit to the bank.

(2) If a direct debit is not paid by the payer's payment service provider or is returned because a refund is claimed by the payer, the bank shall cancel the conditional credit entry or credit entry. It shall do so irrespective of whether a periodic balance statement has been issued in the meantime.

## 3 SEPA Core Business to Business Scheme

### 3.1 Main characteristics of the SEPA Core Business-to-Business Scheme

The SEPA B2B Direct Debit Scheme is governed by the 'SEPA Business-to-Business Direct Debit Scheme Rulebook' issued by the European Payments Council (EPC). Only

<sup>1</sup> International Bank Account Number

<sup>2</sup> The EEA currently comprises the EU member countries Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden plus Iceland, Liechtenstein and Norway.

<sup>3</sup> Business Identifier Code

<sup>4</sup> Please see: [www.epc-cep.eu](http://www.epc-cep.eu)

<sup>5</sup> See also: <http://gläubiger-id.bundesbank.de>

<sup>6</sup> The EEA currently comprises the EU member countries Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden plus Iceland, Liechtenstein and Norway.

payers who are not consumers<sup>7</sup> can use the SEPA Business-to-Business Scheme. The SEPA B2B Direct Debit Scheme enables a payer to make payments in euros to the payee through his/her payment service provider via the bank within the Single Euro Payments Area (SEPA). The countries and regions comprising SEPA are listed in Appendix C.

To execute payments with the SEPA Business-to-Business Direct Debit Scheme,

- the payee and the payee's payment service provider have to use the SEPA Business-to-Business Direct Debit Scheme,
- the payer has to give the payee the SEPA Business-to-Business Direct Debit Mandate prior to the payment being made and
- the payer has confirmed the issuance of the SEPA Business-to-Business Direct Debit Mandate to the payer's payment service provider,

The customer, as the payee, initiates the respective payment transaction by presenting the direct debits to the payer's payment service provider through the bank.

For authorised payments due to a SEPA Business-to-Business Direct Debit, the payer cannot request a refund from his payment service provider for the direct debit amount debited from his account.

### 3.2 Unique identifier

The customer must use

- the IBAN<sup>8</sup> given to him/her by the bank – and in the case of cross-border direct debit collections outside of the EEA<sup>9</sup> also the BIC<sup>10</sup> of the bank – as his/her unique identifier, as well as
- the IBAN given to him/her by the payer – and for cross-border payments outside of the European Economic Area<sup>9</sup> also the BIC of the payer's payment service provider – as the unique identifier of the payer

for the procedure.

The bank is entitled to collect the direct debits solely on the basis of the unique identifiers provided to it.

### 3.3 Transmission of direct debit data

With the SEPA Business-to-Business Direct Debits, direct debit data can also be transmitted via the data transmission system Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium and data centres in the European Union, Switzerland and the USA.

### 3.4 SEPA Business-to-Business Direct Debit Mandate

#### 3.4.1 Issuing the SEPA Business-to-Business Direct Debit Mandate

The customer must obtain a SEPA Business-to-Business Direct Debit Mandate from the payer before submitting SEPA Business-to-Business Direct Debits. The SEPA Business to Business Direct Debit Mandate must include the following statements by the payer:

- authorisation of the customer to collect payments from the payer's account through SEPA Business to Business Direct Debits, and
- a statement from the payer instructing the payer's payment service provider to pay the SEPA Business-to-Business Direct Debits drawn by the customer on the payer's account.

For this purpose, the customer must use the text attached as Appendix A.2 or an identical text in terms of content in an official language of the countries and territories listed in Appendix C in accordance with the rules laid down by the European Payments Council<sup>11</sup>.

The mandate must, in addition, include the following details:

- name and address of the customer and the customer's creditor identifier (where customers are resident in Germany, this is assigned by Deutsche Bundesbank<sup>12</sup>),
- indication of whether the mandate is for a one-off payment or recurrent payments, and
- Payer's name
- Payer's unique identifier (see Section 3.2),
- date/signature of the payer.

The mandate reference assigned individually by the customer

- shall, in conjunction with the creditor identifier, uniquely identify each mandate,
- shall be up to 35 alphanumeric characters long and
- may form part of the mandate or must be subsequently conveyed to the payer.

The SEPA Business-to-Business Direct Debit Mandate can include further information in addition to the data referred to.

#### 3.4.2 Record-keeping requirement

The customer shall be obliged to retain the SEPA Business-to-Business Direct Debit Mandate given by the payer – including any changes – in the legally required form. Once the mandate expires, it must be retained for a period of at least 14 months calculated from the date of submission of the last direct debit collected.

### 3.5 Notification of SEPA Business-to-Business Direct Debit collection

The customer must notify the payer of SEPA Business-to-Business Direct Debit collection no later than 14 calendar days before the due date of the first SEPA Business-to-Business Direct Debit payment (e.g. by issuing an invoice); the customer and the payer may also agree upon a different notification period. For recurrent direct debits for the same amounts, it shall be sufficient to notify the payer once before the first direct debit collection and to indicate the dates when payments are due.

### 3.6 Submission of the SEPA Business-to-Business Direct Debit

(1) The SEPA Business-to-Business Direct Debit the payer authorised shall remain with the customer. The customer copies the authorisation data and possible additional information into the data for collecting SEPA Business-to-Business Direct Debits. The respective direct debit amount and the date on which the direct debit payment is due shall be specified by the customer. If the SEPA Business-to-Business Direct Debit is drawn on a payer's account outside of the European Economic Area<sup>9</sup>, the address of the payer also has to be specified in the data set.

(2) The customer electronically transmits the data for collecting the SEPA Core Business-to-Business to the bank, observing the agreed transmission deadlines. The direct debit must be tagged in accordance with Appendix B. The payer's payment service provider shall be entitled to process the direct debit according to how it is tagged.

(3) If the due date specified by the customer in the data record is not a banking business day, the following business day shall be the due date. The business days shall be set out in the "List of Prices and Services".

(4) If the customer does not submit any SEPA Business-to-Business Direct Debit under a SEPA Direct Debit Mandate within a period of 36 months (calculated from the due date of the last SEPA Business-to-Business Direct Debit presented), he/she must cease collecting direct debits under this mandate and shall be obliged to obtain a new SEPA Direct Debit Mandate if he/she wishes to collect SEPA Business-to-Business Direct Debits from the payer thereafter. The bank shall not be obliged to verify compliance with the measures referred to in sentence 1.

(5) The bank shall send the SEPA Business-to-Business Direct Debit, if presented punctually and properly, to the payer's payment service provider so that the payment can be debited on the due date contained in the direct debit data set.

### 3.7 Execution of the payment transaction and returned direct debits

(1) The payer's payment service provider remits the amount debited by it to the payer's account on the basis of the SEPA Business-to-Business Direct Debit to the bank.

(2) If a direct debit is not paid by the payer's payment service provider, the bank shall cancel the conditional credit entry. It shall do so irrespective of whether a periodic balance statement has been issued in the meantime.

<sup>7</sup> Section 13 German Civil Code (BGB): A consumer is every natural person who concludes a legal transaction for a purpose that cannot be attributed to the person's commercial or self-employed professional activities.

<sup>8</sup> International Bank Account Number

<sup>9</sup> The EEA currently comprises the EU member countries Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania,

Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden plus Iceland, Liechtenstein and Norway.

<sup>10</sup> Business Identifier Cod

<sup>11</sup> Please see: [www.epc-cep.eu](http://www.epc-cep.eu)

<sup>12</sup> See also: <http://gläubiger-id.bundesbank.de>

## Appendix A. 1:

### Text of the payer's SEPA Direct Debit Mandate in the SEPA Core Direct Debit Scheme

#### „SEPA Direct Debit Mandate

I authorise (We authorise)

\_\_\_\_\_  
(name of the payee) to debit payments from my (our) account by direct debit. At the same time I instruct my (we instruct our) bank to pay the direct debits drawn on my (our) account by

\_\_\_\_\_  
(name of the payee).

Note: I may (We may) claim a refund of the amount debited within eight weeks starting from the date on which the account was debited. The conditions agreed with my (our) bank apply.”

## Appendix A. 2:

### Text of the payer's SEPA Business-to-Business Direct Debit Mandate in the SEPA Business-to-Business Direct Debit Scheme

#### “SEPA Business-to-Business Direct Debit Mandate

I authorise (We authorise)

\_\_\_\_\_  
(name of the payee) to debit payments from my (our) account by direct debit. At the same time I instruct my (we instruct our) bank to pay the direct debits drawn on my (our) account by

\_\_\_\_\_  
(name of the payee).

Note: This direct debit mandate serves only the collection of direct debits drawn on companies' accounts. I am (We are) not entitled to claim a refund of the amount debited after it has been drawn on the account. I am (we are) entitled to instruct my (our) bank not to pay direct debits up until the due date.”

## Appendix B. 1:

### Tagging of the different direct debit schemes in the data set

Direct debit schemes	Tagging in the corresponding data set
SEPA Core Direct Debit Scheme with option <ul style="list-style-type: none"><li>Standard direct debit (CORE)</li></ul>	<ul style="list-style-type: none"><li>'CORE' in the 'Code' element of the 'Local Instrument' element group</li></ul>
SEPA Core Business to Business Scheme	<ul style="list-style-type: none"><li>'B2B' in the 'Code' element of the 'Local Instrument' element group</li></ul>

## Appendix B. 2:

### Name of the payer in accordance with Section 2.4.1 paragraph 3 third indent

If a direct debit mandate for a SEPA Core Direct Debit ('Local Instrument' contents 'CORE') at the POS (Point Of Sale/card terminal) is generated from bank card data and if the name of the payer is not available, the card data can also be given to identify the payer instead of the name as follows: Constants / CDGM (Card Data Generated Mandate), followed by /card number, /card suffix and /expiry date of the card (four digits in the format YYMM). If the card number is not available, the PAN is to be used. To ensure the same card number/PAN field length, the card number shall be filled with zeros (left-aligned) to bring it up to 19 digits.

## Appendix C.:

### List of the countries and regions that are part of SEPA

#### 1 European Economic Area (EEA) countries

##### 1.1 European Union member countries

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain and Sweden.

##### 1.2 Additional countries

Iceland, Liechtenstein and Norway.

##### 2 Other countries and regions

Andorra, Monaco, San Marino, Switzerland, the United Kingdom of Great Britain and Northern Ireland and the Vatican City State as well as Saint-Pierre and Miquelon, Jersey, Guernsey and the Isle of Man.

# Special Conditions for Cheque Transactions

Version: October 2018

The present translation is furnished for the customer's convenience only. The original German text of the Special Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## 1 Use of approved cheque forms, delivery on condition of acknowledgement of receipt

(1) Only the cheque forms approved by the institution the cheques were ordered from are to be used for the issuance of cheques; otherwise, there shall be no obligation to clear the cheques. Bearer cheques may only be issued on forms for bearer cheques, order cheques only on forms for order cheques. These conditions also apply if the customer uses own cheque forms.

(2) Cheque forms are delivered on condition of acknowledgement of receipt. The recipient of cheque forms has to ensure their completeness upon receipt.

## 2 Due diligence obligations when storing and using cheque forms and cheques

(1) Cheque forms and completed cheques are to be stored with particular care. The bank, ideally the account-holding branch, has to be immediately informed of lost cheque forms and cheques.

(2) Cheque forms are to be completed clearly and legibly and treated with care (e.g. do not fold, punch, stain). The preprinted text may not be altered or deleted. The value of the cheque is to be entered in numbers and letters, including the currency, ensuring that no further characters can be added. If the customer makes an error in completing the cheque or if the cheque has become unusable in any other way, it has to be destroyed.

## 3 Allocation of liability

(1) The bank is liable for meeting its obligations from the cheque agreement. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, particularly if violating the obligation of due diligence, the principles of contributory negligence shall determine the extent to which the bank and the customer must bear the loss or damage.

(2) If the bank cashes cheques the customer lost after issuance, the bank can only charge the customer's account if it did not act with gross negligence when clearing the cheque.

## 4 Clearing cheques despite insufficient funds

The bank is entitled to clear cheques also when an account has insufficient funds or if it exceeds the approved credit limit (approved account overdraft). The booking of such transactions on the account leads to a tolerated overdraft. The bank is entitled to charge higher interest rates for tolerated overdrafts in such cases.

## 5 Heeding of stop payment orders

A stop order for an issued cheque can only be heeded if submitted to the account-holding branch early enough for the branch to heed the stop order within appropriate business processes. After the period allowed for presentation has expired, the relevant institution only has to heed the stop payment order for six months from the receipt of the stop order; the institution shall be allowed to clear cheques submitted after this term, unless the issuer extends the stop order in writing by another six months.

## 6 Cheques in foreign currency

The exchange rate for transactions in a foreign currency shall be determined on the basis of the conversion arrangement set out in the "List of Prices and Services".

## 7 Additional regulations for order cheques

The issuer of order cheques is responsible for payment of the order cheques toward all financial institutions involved in collecting the value of the order cheques issued by it. Every financial institution can demand payment from the issuer for cheques that are presented within the period allowed for presentation and which have not been paid. The preceding regulations also apply to order cheques issued after the termination of the cheque agreement.

# Conditions for Electronic Data Interchange (EDI Conditions)

Version: October 2025

The present translation is furnished for the customer's convenience only. The original German text of the EDI Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

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## 1 Scope of performance

- (1) The bank shall be available to its client (account holder), who is not a consumer, for electronic data interchange by electronic means – hereinafter referred to as “electronic data interchange” or “EDI”. Electronic data interchange includes the submission and retrieval of files (in particular the transmission of orders and information retrieval).
- (2) The bank shall inform the client of the types of services which they may use within the framework of electronic data interchange. The disposal limits agreed with the bank shall apply to the use of electronic data interchange.
- (3) Electronic data interchange is possible via the EBICS connection (Annexes 1a to 1c).
- (4) The record and file structure for the transmission of orders and the retrieval of information is described in the specification of data formats (Annex 3).

## 2 Users and participants, authentication and backup media

- (1) Orders can only be placed via the EBICS connection by the client or their authorised representatives. The client and the authorised representatives are hereinafter referred to collectively as “users”. For the authorisation of order data transmitted via EDI by means of an electronic signature, each user requires individual authentication media released by the bank. The requirements for the identification media are defined in Annex 1a. If agreed with the bank, order data transmitted by EDI can be authorised by means of a signed accompanying sheet/collective order.
- (2) For the exchange of data via the EBICS connection, the client may, in addition to the authorised representatives, appoint “technical participants” who are only authorised to carry out the exchange of data. Users and technical participants are collectively referred to hereinafter as “participants”. To secure the data exchange, each participant requires individual backup media released by the bank. The requirements for the backup media are described in Annex 1a.

## 3 Procedural provisions

- (1) The requirements described in Annex 1a as well as in the documentation of the technical interface (Annex 1b) and the specification of the data formats (Annex 3) shall apply to the transmission procedure agreed by the client and the bank.
- (2) The client is obliged to ensure that all participants observe the EDI procedure and specifications.
- (3) The allocation of the data fields is based on the allocation and control guidelines of the respective format used (Annex 3).
- (4) If the user submits a file containing multiple transfers in euros (known as ‘SEPA credit transfers’) or real-time transfers in euros (known as ‘SEPA real-time credit transfers’), they shall use the agreed order type<sup>1</sup> to decide whether the recipient verification in accordance with Section 1.14 of the Special Conditions for Transfer Transactions is to be carried out.

If the user waives the recipient verification, the bank will execute the credit transfers contained in the file using the customer identifiers provided by the user. In individual cases, this may result in the money being credited to a payment account whose holder is not the payee named by the user. Any losses or disadvantages arising from this shall be borne by the customer.

If the user submits a file containing only a single credit transfer in euros (a ‘SEPA credit transfer’) or a real-time credit transfer in euros (a ‘SEPA real-time credit transfer’), the Bank shall be entitled, regardless of the user’s decision, to carry out the recipient verification or to refuse to execute the order in accordance with Section 1.7 of the Special Conditions for Credit Transfers.

This paragraph shall not apply to order data transmitted via EDI with a signed accompanying sheet/collective order.

- (5) Prior to the transmission of order data to the bank, a record shall be made of the files to be transmitted with their complete content as well as the data transmitted for the purpose of verifying legitimacy. The client shall keep this record in a verifiable form for a period of at least 30 calendar days from the execution date (for transfers) or due date (for direct debits) indicated in the file, or, in the case of several dates, from the latest date, in such a way that the file can be made available again at short notice at the bank’s request, unless otherwise agreed.
- (6) In addition, the client shall prepare an automatic log for each submission and retrieval of files, the content of which shall comply with the provisions of Chapter 10 of the specification for the EBICS connection (Annex 1b), add it to their records and make it available to the bank upon request.
- (7) Insofar as the bank provides the client with data on payment transactions which have not yet been finally processed, this data merely constitutes non-binding information. The data is specially marked in each case.
- (8) The order data submitted by EDI shall be authorised as agreed with the bank either with an electronic signature or the signed accompanying sheet/collective order. This order data shall become effective as an order
  - (a) in the case of submission by electronic signature, if
    - all required electronic signatures of the users have been received by electronic data interchange within the agreed time period and
    - the electronic signatures can be successfully verified with the agreed keys
  - or
  - (b) in case of submission with accompanying sheet/collective order, if
    - the accompanying sheet/collective order has been received by the bank within the agreed period of time and
    - the accompanying sheet/collective order of the account power of attorney has been signed accordingly.

- (9) If the recipient verification in accordance with number 3 paragraph 4 is carried out for a file containing credit transfers in euros (so-called 'SEPA credit transfers') or real-time credit transfers in euros (so-called 'SEPA real-time credit transfers'), the bank shall inform the user of the result. The user shall then decide whether
- to release the file for execution or
  - not to execute the file.

Notwithstanding number 3 paragraph 8 sentence 2, the order shall only become effective once the user has released the file in accordance with sentence 2.

#### **4 Duties of conduct and due diligence in dealing with the authentication media for the authorisation of the order**

- (1) Depending on the transmission procedure agreed with the bank, the client is obliged to ensure that all users comply with the obligations arising from these conditions and the identification procedures described in Annex 1a.
- (2) The user may place orders with the aid of an authentication medium activated by the bank. The client shall ensure that each user does not allow any other person to come into possession of their identification medium or to gain knowledge of the password used to protect it. This is because any other person who is in possession of the medium or a corresponding duplicate can misuse the agreed services in conjunction with the associated password. In particular, the following must be observed for the protection of the authentication medium and the password:
- the authentication medium must be protected from unauthorised access and stored securely;
  - the password used to protect the authentication medium may not be written down on the authentication medium or kept with it as a copy or stored electronically in an unsecured manner;
  - the authentication medium may not be duplicated;
  - when entering the password, it must be ensured that other persons cannot spy it out.

#### **5 Duties of conduct and due diligence in handling the backup media for data exchange**

Within the scope of the EBICS connection, the client is obliged to ensure that all participants comply with the security procedures described in Annex 1a.

With the help of the backup media released by the bank, the participant secures the data exchange. The client is obliged to ensure that each participant does not allow any other person to come into possession of or use its backup medium. In particular, in the case of storage on a technical system, the participant's backup medium must be stored in a technical environment that is protected against unauthorised access. This is because any other person who has access to the backup medium or a corresponding duplicate can misuse the data exchange.

#### **6 Security of the client system**

The client shall ensure adequate protection of the systems used by them for electronic data interchange. The security requirements applicable to the EBICS procedure are described in Annex 1c.

#### **7 Blocking the authentication and backup media**

- (1) If the authentication or backup media are lost, if they become known to other persons or if there is suspicion of their misuse, the participant must immediately block their EDI access at the bank or have it blocked. Further details are set out in Annex 1a. The participant may also notify the bank of a blocking request at any time using the contact details provided separately.
- (2) The client may have the use of a participant's authentication and backup media or the entire EDI access blocked outside the EDI procedure via the blocking facility announced by the bank.
- (3) The bank will block the entire EDI access if there is a suspicion of misuse of the EDI access. The bank shall inform the client of this outside the EDI procedure. This block cannot be lifted by means of EDI.

#### **8 Handling of incoming order data by the bank**

- (1) The order data transmitted to the bank by EDI procedures shall be processed within the scope of the proper workflow.
- (2) The bank shall check, on the basis of the signatures created by the participants by means of the backup media, whether the sender is authorised to carry out the data exchange. If the check reveals discrepancies, the bank shall not process the order data concerned and shall inform the client thereof without delay.
- (3) The bank shall check the authentication of the user(s) and the authorisation of the order data transmitted by EDI on the basis of the electronic signatures generated by the users by means of the authentication media or the accompanying sheet transmitted as well as the conformity of the order data records with the provisions pursuant to Annex 3. If the check reveals discrepancies, the bank shall not process the order data concerned and shall inform the client thereof without delay. The bank shall be entitled to erase any order data that has not been fully authorised after the expiry of the time limit separately announced by the bank.
- (4) If the checks carried out by the bank on the files or data records in accordance with Annex 3 reveal errors, the bank shall provide evidence of the defective files or data records in a suitable form and notify the user thereof without delay. The bank shall be entitled to exclude the defective files or data records from further processing if the proper execution of the order cannot be ensured.
- (5) If the user submits a file containing multiple real-time credit transfers in euros (known as 'SEPA real-time credit transfers'), the bank will immediately extract the individual real-time credit transfers in euros (known as 'SEPA real-time credit transfers'). The receipt of the



separated individual real-time credit transfer in euros (so-called 'SEPA real-time credit transfers') is determined in accordance with Section 1.4 of the Special Conditions for Credit Transfers.

- (6) The bank is obliged to document the processes (see Annex 1a) and the forwarding of the orders for processing in the client protocol. For their part, the client is obliged to retrieve the client protocol promptly and to inform themselves about the status of the order processing. In the event of discrepancies, they shall contact the bank.

## **9 Recall**

- (1) Before authorising the order data, the client can recall the file. Changes to individual order data are only possible by recalling the entire file and re-submitting it. The bank can only consider a recall if it receives it in good time so that it can be taken into account within the framework of the orderly workflow.
- (2) The revocability of an order shall be governed by the special conditions applicable thereto (such as the terms and conditions for credit transfers). Orders may be revoked outside the EDI procedure or, if agreed with the client, in accordance with the provisions of Chapter 11 of Annex 3. For this purpose, the client shall provide the bank with the details of the original order.

## **10 Execution of the orders**

- (1) The bank will execute the orders if all the following execution conditions are met:
  - The order data submitted via EDI has been authorised in accordance with number 3 paragraph 8, taking into account number 3 paragraph 9.
  - The specified data format is adhered to.
  - The disposal limit has not been exceeded.
  - The conditions for execution according to the special conditions applicable to the respective order type (e.g. sufficient account coverage according to the conditions for credit transfers) are met.
- (2) If the conditions for execution pursuant to paragraph 1 are not met, the bank shall not execute the order and shall immediately inform the client of the non-execution by the agreed means. To the extent possible, the bank shall inform the client of the reasons and errors that led to the non-execution and of ways in which these errors can be corrected.

## **11 Liability**

### **11.1 Liability of the bank in the event of an unauthorised EDI instruction and a non-executed, incorrectly executed or delayed EDI instruction**

The bank's liability in the event of an unauthorised EDI order and an EDI order that is not executed, is executed incorrectly or is executed late shall be governed by the special terms and conditions agreed for the respective type of order (such as the Special Conditions for Credit Transfers).

### **11.2 Liability of the client in the event of misuse of the authentication or backup media**

#### **11.2.1 Liability of the client for unauthorised payment transactions prior to the blocking notification**

- (1) If unauthorised payment transactions occur prior to the blocking notification due to misuse of the authentication or backup media, the client shall be liable to the bank for any damage incurred by the bank as a result if the participant has negligently or intentionally breached their duties of conduct and due diligence. Section 675v of the German Civil Code (Bürgerliches Gesetzbuch) shall not apply.
- (2) The client shall not be obliged to compensate for the loss under paragraph 1 if the participant was unable to give the blocking notice under number 7 paragraph 1 because the bank had not ensured the possibility of receiving the blocking notice and the loss would have been avoided as a result.
- (3) The liability for damages caused within the period for which the disposal limit applies shall be limited in each case to the agreed disposal limit.
- (4) Paragraphs (2) and (3) shall not apply if the participant has acted with fraudulent intent.

#### **11.2.2 Liability of the client for other unauthorised transactions prior to the blocking notification**

If unauthorised transactions that are not payment transactions are based on the use of a lost or stolen authentication or backup medium or on the other misuse of the authentication or backup medium prior to the blocking notification, and if the bank has suffered a loss as a result, the client and the bank shall be liable in accordance with the statutory principles of contributory negligence.

#### **11.2.3 Liability of the bank from the time of the blocking notice**

As soon as the bank has received a blocking notification from a participant, it shall assume all losses incurred thereafter as a result of unauthorised EDI transactions. This does not apply if a participant has acted with fraudulent intent.

## **11.3 Disclaimer**

Liability claims are excluded if the circumstances giving rise to a claim are based on an unusual and unforeseeable event over which the party invoking this event has no control and the consequences of which could not have been avoided by it despite exercising due care.

## **12 Final provisions**

The annexes mentioned in these terms and conditions are part of the agreement concluded with the client.

- Annex 1a: EBICS connection
- Annex 1b: Specification for the EBICS connection
- Annex 1c: Security requirements for the EBICS client system
- Annex 2: Specification of real-time notifications
- Annex 3: Specification of the data formats

## Annex 1a EBICS connection

### 1 Authentication and security procedure

The client (account holder) shall name the participants and their authorisations to the bank within the scope of the electronic data interchange. The following authentication and security procedures are used in the EBICS connection:

- electronic signatures
- authentication signature
- encryption

For each authentication and security procedure, the participant has an individual key pair consisting of a private and a public key. The public participant keys shall be communicated to the bank in accordance with the procedure described in point 2. The public bank keys shall be protected against unauthorised modification in accordance with the procedure described in point 2. The subscriber key pairs may also be used for communication with other banks.

#### 1.1 Electronic signatures

##### 1.1.1 Electronic signatures of the participants

The following signature classes are defined for the electronic signatures (ES) of the participants:

- single signature (type “E”)
- first signature (type “A”)
- second signature (type “B”)
- transport signature (type “T”)

A banking ES is an ES of type “E”, “A” or “B”. Banking ESs are used to authorise orders. Orders may require several banking ESs, which must be provided by different users (account holders and their authorised representatives). For each supported order type, a minimum number of required banking ESs is agreed between the bank and the client.

Type “T” ESs, referred to as transport signatures, are not used for the banking release of orders, but only for their transmission to the banking systems. “Technical participants” (see paragraph 2.2) can only be assigned a type “T” ES.

The programme used by the client can be used to create various messages (such as orders for domestic and foreign payment transactions, but also for initialisation, log retrieval and the collection of account and turnover information, etc.). The bank informs the client which message types can be used and which ES type is to be applied for this.

##### 1.1.2 Authentication signature

In contrast to the ES, which signs order data, the authentication signature is formed via the individual EBICS message, including control and login data and the ES contained therein. With the exception of some system-related order types defined in the EBICS specification, the authentication signature is provided by both the client and the bank system for each transaction step. The client must ensure that software is used which verifies the authentication signature of each EBICS message transmitted by the bank, taking into account the timeliness and authenticity of the bank’s stored public keys in accordance with the requirements of the EBICS specification (see Annex 1b).

### 1.2 Encryption

To ensure the confidentiality of the banking data at application level, the order data shall be encrypted by the client, taking into account the up-to-dateness and authenticity of the stored public keys of the bank in accordance with the requirements of the EBICS specification (see Annex 1b).

In addition, transport encryption must be carried out on the external transmission routes between the client system and the bank system. The client must ensure that software is used which, in accordance with the requirements of the EBICS specification (see Annex 1b), checks the up-to-dateness and authenticity of the bank’s server certificates used for this purpose.

## 2 Initialisation of the EBICS connection

### 2.1 Setting up the communication link

Communication is established using a URL (Uniform Resource Locator). Alternatively, an IP address of the respective bank can also be used. The URL or the IP address is communicated to the client when the contract is concluded with the bank.

The bank shall communicate the following data to the participants named by the client for the purpose of establishing the EBICS connection:

- URL or IP address of the bank
- designation of the bank
- host ID
- allowed version(s) for the EBICS protocol and the backup procedures
- partner ID (client ID)
- user ID
- system ID (for technical participants)
- other specific information on client and participant authorisations

The bank shall assign a user ID to each of the participants assigned to the client, which uniquely identifies the participant. If one or more technical participants are assigned to the client (multi-user system), the bank shall assign a system ID in addition to the user ID. Unless a technical user is specified, the System ID and User ID are identical.

## 2.2 Initialisation of the participant keys

The key pairs used by the participant for the banking ES, the encryption of the order data and the authentication signature must meet the following requirements in addition to the general conditions described in point 1:

1. The key pairs are exclusively and uniquely assigned to the participant.
2. To the extent that the participant generates its keys independently, the private keys shall be generated by means that the participant can keep under its sole control.
3. If the keys are provided by a third party, it must be ensured that the participant has sole possession of the private keys.
4. For the private keys used for authentication, each user defines a password per key that secures access to the respective private key.
5. For the private keys used to secure the data exchange, each participant shall define a password per key that secures access to the respective private key. This password can be dispensed with if the participant's backup medium is stored in a technical environment that is protected against unauthorised access.

The initialisation of the participant at the bank requires the transmission of the participant's public keys to the bank system. For this purpose, the participant transmits its public keys to the bank via two independent communication channels:

- via the EBICS connection by means of the system-dependent order types provided for this purpose
- with an initialisation letter signed by the account holder or an authorised representative

For the activation of the participant, the bank checks the authenticity of the public subscriber keys transmitted via EBICS on the basis of the initialisation letters signed by the account holder or an authorised representative.

For each public subscriber key, the initialisation letter contains the following data:

- purpose of the use of the public subscriber key:
  - electronic signature
  - authentication signature
  - encryption
- the respective supported version per key pair
- length of the exponent
- exponent of the public key in hexadecimal form
- length of the modulus
- modulus of the public key in hexadecimal form
- hash value of the public key in hexadecimal form

The bank checks the signature of the account holder or the authorised representative on the initialisation letter as well as the correspondence between the hash values of the participant's public key transmitted via the EBICS connection and the hash values transmitted in writing. If the result of the check is positive, the bank shall activate the participant concerned for the agreed types of orders.

## 2.3 Initialisation of the bank's keys

The participant retrieves the bank's public key by means of a specially designated system-related order type.

The hash value of the public bank key is additionally provided by the bank via a second communication channel agreed separately with the client.

Before using EBICS for the first time, the participant shall verify the authenticity of the public bank keys transmitted to it by electronic data interchange by comparing their hash values with the hash values communicated by the bank via the separately agreed communication channel.

The client must ensure that software is used to check the validity of the server certificates used in the context of transport encryption based on the certification path communicated separately by the bank.

## 3 Special duties of care for the generation of identification and backup media by the client

Insofar as the client independently generates their identification and backup media in accordance with the requirements of the EBICS specification and initialises these at their bank, they must ensure the following:

- At all stages of authentication, including display, transmission and storage, the confidentiality and integrity of the authentication medium shall be ensured.
- Private participant keys on the authentication and backup media must not be stored in plaintext.
- After five incorrect password entries at the latest, the authentication medium is blocked.
- The generation of the private and public participant keys must take place in a secure environment.
- The authentication and backup media are to be exclusively and unambiguously assigned to and used by the participant.

## 4 Placing an order with the bank

The user checks the order data for correctness and ensures that exactly this data is signed electronically. When communication is initiated, the bank first carries out participant-related authorisation checks, such as the order type authorisation or any agreed limit checks. The results of further banking checks, such as limit checks or account authorisation checks, are communicated to the client in the client log at a later time.

Order data transmitted to the banking system can be authorised as follows:

1. All required bank ESs shall be transmitted together with the order data.
2. If the Distributed Electronic Signature (VEU) has been agreed with the client for the respective order type and the transmitted ESs are not sufficient for the bank's approval, the order shall be stored in the bank system until all required ESs have been submitted.
3. If the client and the bank agree that the authorisation of order data transmitted by electronic data interchange can be effected by means of a separately transmitted accompanying sheet/collective order, a transport signature (type "T") for the technical protection of the order data shall be provided instead of the user's banking ES. For this purpose, the file must be provided with a special identifier indicating that, apart from the transport signature (type "T"), there is no other ES for this order. The order is released after the bank has successfully checked the user's signature on the accompanying sheet/collective order.

### 4.1 Placing an order by means of Distributed Electronic Signature (VEU)

The manner in which the Distributed Electronic Signature is used by the client must be agreed with the bank.

The Distributed Electronic Signature (VEU) is to be used if the authorisation of orders is to be carried out independently of the transport of the order data and, if necessary, by several participants.

If not all banking ESs required for authorisation are available, the order can be erased by a user authorised to do so. If the order has been fully authorised, only a recall in accordance with number 9 of the conditions for electronic data interchange is possible.

The bank is entitled to delete orders that have not been fully authorised after the expiry of the time limit separately notified by the bank.

### 4.2 Authentication check by the bank

Order data submitted by EDI will not be executed by the bank as an order until the required banking ESs or the signed accompanying sheet/collective order have been received and checked with a positive result.

### 4.3 Client logs

The bank shall document the following transactions in client logs:

- transmission of the order data to the bank system
- transfer of information files from the bank system to the client system
- result of any authentication check of orders from the client to the banking system
- processing of orders insofar as they concern signature verification or display of order data

The participant shall inform themselves about the result of the checks carried out on the part of the bank by promptly calling up the client log.

The participant shall keep this log, the contents of which comply with the provisions of Chapter 10 of Appendix 1b, for its records and make it available to the bank upon request.

## 5 Change of participant keys with automatic activation

If the authentication and backup media used by the participant are limited in their validity, the participant shall transmit the new public participant keys to the bank in good time before the expiry date is reached. Once the expiry date of the old keys has been reached, a new initialisation must be carried out.

If the participant generates its keys itself, it shall renew the participant keys at the time agreed with the bank using the order types provided for this purpose by the system and transmit them in good time before the expiry date of the old keys is reached.

For an automatic activation of the new keys without a new participant initialisation, the following order types are to be used:

- update of the public banking key (PUB) and
- update of the public authentication key and the public encryption key (HCA) or alternatively
- update of all three of the above keys (HCS).

The order types PUB and HCA or HCS must be provided with a valid banking ES of the user for this purpose. After a successful change, only the new keys are to be used.

If it is not possible to successfully verify the electronic signature, the procedure under point 8(3) of the conditions for electronic data interchange shall be followed.

The key may only be changed after all orders have been processed. Otherwise, the orders that have not yet been executed must be reissued with the new key.

## 6 Blocking the participant keys

If there is a suspicion of misuse of the participant keys, the participant is obliged to block their access authorisation to all banking systems using the compromised key(s).

If the participant has valid authentication and backup media, they can block their access authorisation by way of an EBICS connection. In this case, by sending a message with the order type "SPR", access is blocked for the respective participant under whose user ID the message is

sent. After a block, no more orders can be placed by this participant by way of an EBICS connection until the re-initialisation described under number 2.

If the participant no longer has valid authentication and backup media, they can have their identification and backup media blocked outside the EDI procedure by way of the blocking facility separately announced by the bank.

The client can have the authentication and backup media of a participant or the entire EDI access blocked outside the EDI procedure by way of the blocking facility announced by the bank.

## **Annex 1b Specification for the EBICS connection**

The specification is published on the website [www.ebics.de/de/ebics-standard](http://www.ebics.de/de/ebics-standard).

## **Annex 1c Security requirements for the EBICS client system**

In addition to the security measures described in Annex 1a number 6, the following requirements shall be taken into account by the client:

- The software used by the client for the EBICS procedure must meet the requirements described in Annex 1a.
- EBICS client systems may not be used without a firewall. A firewall is a system that monitors all incoming and outgoing message traffic and only allows known or authorised connections.
- A virus scanner must be installed and regularly updated with the latest virus definition files.
- The EBICS client system shall be set up in such a way that the participant must log in before using it. The log-in must take place as a normal user and not as an administrator who is authorised, for example, to install programmes.
- The internal IT communication channels for unencrypted banking data or for unencrypted EBICS messages must be protected against interception and manipulation.
- If security-relevant updates are available for the respective operating system used and other installed security-relevant software programmes, the EBICS client systems used should be updated with these.

The implementation of these requirements is the sole responsibility of the client.

## **Annex 2 Specification of real-time notifications**

The specification is published on the website [www.ebics.de/de/echtzeitbenachrichtigungen](http://www.ebics.de/de/echtzeitbenachrichtigungen).

## **Annex 3 Specification of the data formats**

The specification is published on the website [www.ebics.de/de/datenformate](http://www.ebics.de/de/datenformate).

# SPECIAL TERMS AND CONDITIONS FOR ELECTRONIC DATA INTERCHANGE

Version: October 2025

The present translation is furnished for the customer's convenience only. The original German text of the Special EDI Terms and Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## SUBJECT MATTER AND SCOPE OF APPLICATION

The following provisions apply to electronic data interchange between DZ BANK and the client, who is not a consumer.

They cover the submission and retrieval of files (in particular the electronic transmission of payment orders and orders in the customer's foreign documentary business and the electronic retrieval of payment and account information for the customer.

These Special Terms and Conditions do not govern the contractual obligations arising from the electronically transmitted files, but only the electronic data exchange as such.

## TRANSMISSION PROCEDURE, EDI CONDITIONS

1. The Conditions for Electronic Data Interchange (EDI Conditions), together with annexes<sup>1</sup>, shall apply to electronic data interchange via the EBICS procedure.
2. For the transmission procedures not mentioned in the EDI Conditions (e.g. SwiftNet FileAct), the provisions of the EDI Conditions shall be applied accordingly, under that condition that the annex to these special terms and conditions shall be applied for the respective transmission procedure instead of the provisions/annexes referred to therein for the transmission procedure EBICS.

## ANNEXES

- SwiftNet FileAct
- SwiftNet FIN

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<sup>1</sup> The annexes and further information can be found (in German) on the website <https://www.ebics.de/de/datenformate>.

# APPENDIX TO SWIFTNET FILEACT

## 1 AUTHORISATION, SECURITY PROCEDURES

- 1.1 Payment orders and orders in documentary foreign transactions submitted by the Customer via SwiftNet FileAct are deemed to have been authorised by the Customer vis-à-vis the Bank. The Bank is not obliged to check a separate authorisation. Authentication of the files to be exchanged in addition to the end-to-end authentication carried out by Swift (Society for Worldwide Interbank Financial Telecommunication) does not take place when files are exchanged via SwiftNet FileAct.
- 1.2 To protect against unauthorised access, to identify the sender and to maintain the integrity of the data, the public key infrastructure (PKI) provided by Swift in accordance with the SwiftNet PKI Service Description is used for data exchange via SwiftNet FileAct. With the Swift option "Non Repudiation" used by the bank, the content of the file is secured by an electronic signature on the route from the Swift Alliance Gateway (SAG) of the sender to the SAG of the recipient (end-to-end authentication).

The "Non Repudiation" option must also be used by the customer when sending files, as otherwise the sender's SAG will not automatically create a signature for the file content to be transmitted. If this requirement is not met, transmission is not possible.
- 1.3 The customer is responsible for ensuring that payment orders and orders for documentary foreign transactions are issued by authorised representatives. The Bank assumes no obligation or liability in this respect.
- 1.4 In the case of payment orders submitted via SwiftNet FileAct, the Customer may not claim vis-à-vis the Bank that a payment order or an order in a documentary foreign transaction was not issued by him or was not issued with the same content.

## 2 TRANSMISSION METHOD/PROCEDURAL REQUIREMENTS

- 2.1 Data communication with SwiftNet FileAct takes place via the Swift network.
- 2.2 For the electronic transmission of data via SwiftNet FileAct, DZ BANK uses the procedure published as binding by Swift at [www.swift.com](http://www.swift.com).
- 2.3 The prerequisite for participation in SwiftNet FileAct is registration with Swift. Technical access can be provided directly or via a certified service provider (service bureau). Use of the Swift software modules SwiftNet Link with PKI (Public Key Infrastructure) and SAG (Swift Alliance Gateway) is required.
- 2.4 The Customer is obliged to use a suitable software product or a service bureau so that the SwiftNet FileAct standards are complied with in accordance with Swift's guidelines and specifications.
- 2.5 The Customer shall be responsible for the technical connections and shall bear the costs incurred. Functional impairments in the telecommunications networks do not fall within the scope of risk of DZ BANK. The Bank is also not liable for functional impairments in the Swift network and its services.

## 3 SCOPE OF SERVICES/FILE FORMATS

- 3.1 As part of the SwiftNet FileAct procedure, the customer can generally use the electronic file formats listed in the EDI Conditions both for exchange between the customer and the Bank and between the Bank and the customer. The format specifications therefore correspond in principle to the EBICS standard. However, as not all formats described there are also supported by DZ BANK for SwiftNet FileAct, DZ BANK will provide a list on request.



- 3.2 In contrast to credit transfers in euro submitted via EBICS (so-called "SEPA credit transfers") or real-time credit transfers in euro (so-called "SEPA real-time credit transfers"), no recipient verification in accordance with Section 1.14 of the Special Conditions for Credit Transfers is possible for files submitted via SwiftNet FileAct, as the orders submitted via SwiftNet FileAct are not separately authorised by the customer. Therefore, unlike with EBICS, the customer cannot decide by using the order type/request type that a recipient check is to be carried out. For this reason, the order types/request types intended for recipient verification in particular are not available to the customer with SwiftNet FileAct.

Files must generally be delivered by type, i.e. separated according to the formats in the DK standard and in the CGI standard, using special request types if necessary. Specific regulations apply to these special request types (see section 10 ff.).

- 3.3 The use of one of the file formats listed in the EDI Conditions requires specific file names to be used for the transmitted data records. The respective file names are agreed separately between the customer and DZ BANK before the first transmission in Appendix 1 "Assignment of the FileAct header, file name and request type" to the order form for participation in paperless data exchange via SwiftNet FileAct.
- 3.4 The maximum file size of a FileAct file for submission by the customer is generally 250 MB. An increase in the maximum value requires prior agreement between the customer and the Bank.

## **4 MESSAGE STANDARDS**

The structure and assignment of message types are governed by the Swift General Terms and Conditions and the Swift User Handbook (<https://www.swift.com>). Some content is subject to a charge and requires registration with Swift.

## **5 FORMAT DESCRIPTIONS**

The format descriptions are set out in the currently valid Annex 3 of the EDI Agreement, which is published on the Internet at [www.ebics.de](http://www.ebics.de).

## **6 ACKNOWLEDGEMENT OF RECEIPT**

The transmission protocol confirms the correct transmission of data to DZ BANK. The downstream systems of DZ BANK check the correct file structure.

## **7 SYNTACTIC AND LOGICAL MESSAGE CHECK DURING COMMUNICATION**

Syntactic and logical message checks - e.g. incorrect, non-existent IBAN account numbers and BIC codes - are carried out by DZ BANK's systems. In the event of errors, the customer will receive a corresponding response from DZ BANK.

## **8 DATA PROTECTION NOTICE**

When using the SwiftNet FileAct transfer procedure, account information/transaction details may be forwarded via the Swift messaging system based in Belgium and data centres in the European Union, Switzerland or the USA.

## 9 CANCELLATION

The agreement to commission SwiftNet FileAct can be cancelled by the customer in writing with 30 days' notice to the end of the month. The cancellation can only be made uniformly for all accounts of the customer. The right to extraordinary cancellation remains unaffected.

## REQUEST TYPES WITH SPECIAL REGULATIONS

### 10 REQUEST TYPE CIP

File deliveries with request type CIP must contain at least two individual records. Submissions with only one transaction will be rejected.

### 11 REQUEST TYPE XIP

With this request type, the customer instructs the bank to execute individual credit transfer orders from the transmitted file alternatively as a SEPA standard credit transfer if execution as a SEPA real-time credit transfer is not possible. The bank informs the customer about the changed execution in the status report (Request Type CIZ). If files are submitted with only one payment order, the Bank is authorised to refuse to execute the order.

### 12 REQUEST TYPE CIZ

12.1 With the request type CIZ, the customer receives an electronic execution report (hereinafter "status report") for SEPA real-time credit transfers.

12.2 In the status report, the Bank informs the customer whether the credit transfers of a collective order were executable in real time (status ACCP - accepted) or not (status RJCT - rejected or ACWC - accepted with changes (in the case of alternative execution as a SEPA standard credit transfer)). If the status of an individual transaction within the collector has not yet been finalised at the time the status report is created, this payment is shown with the status PART or PNDG. If a final status is available for all transactions, the customer receives a supplementary status report.

12.3 The status report can contain status information for all three data levels of a submitted collective order (file, collector, individual transaction).

### 13 ISO REQUEST TYPES IN THE AZV

The request type AXZ is currently used for foreign payment orders in ISO standard 20022. When posting in the ISO standard, the customer must observe the corresponding format description/booking rules of the bank for foreign payment transactions (AZV). This can be found in the current AZV product description, which is published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

### 14 CGI REQUEST TYPES IN THE AZV

The request type XAV is currently used for foreign payment orders in CGI format. When posting in the CGI standard, the customer must observe the corresponding format description/the bank's booking specifications for foreign payment transactions (AZV). These can be found in the current CGI AZV product description, which is published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

## **15 CGI REQUEST TYPES IN EURO-ZV**

For euro payment orders in CGI format, the request types XCI (SEPA credit transfer), XCU (euro express credit transfer) and XDD (SEPA direct debit) are currently used, if agreed in the SwiftNet FileAct application form. In the case of delivery in the CGI standard, the customer must observe the corresponding format description/assignment specifications of the bank. These can be found in the current CGI product information published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

## **16 RFT REQUEST TYPES**

For Request for Transfer (RfT) orders (currently RFT (MT format) or RTX (ISO format), the Special Terms and Conditions for Sending/Receiving account information and requests for transfer via the Swift network for entrepreneurs apply.

# APPENDIX TO SWIFTNET FIN

## 1 AUTHORISATION, SECURITY PROCEDURES

- 1.1 Payment orders and orders in documentary foreign transactions submitted by the customer via SwiftNet FIN shall be deemed to have been authorised by the customer vis-à-vis the Bank. The Bank is not obliged to check a separate authorisation.  
Authentication of the messages to be exchanged (message types) in addition to the end-to-end authentication carried out by Swift (Society for Worldwide Interbank Financial Telecommunication) does not take place when messages are exchanged via SwiftNet FIN.
- 1.2 To protect against unauthorised access, to identify the sender and to ensure the integrity of the data, the public key infrastructure (PKI) provided by Swift in accordance with the SwiftNet PKI Service Description is used when exchanging data via SwiftNet FIN.  
With the Swift option "Non Repudiation" used by the bank, the content of the messages is secured by an electronic signature on the route from the Swift Alliance Gateway (SAG) of the sender to the SAG of the recipient (end-to-end authentication).  
  
The "Non Repudiation" option must also be used by the customer when sending messages, as otherwise the sender's SAG will not automatically sign the file content to be transmitted. If this requirement is not met, transmission is not possible.
- 1.3 The customer is responsible for ensuring that payment orders and orders for documentary foreign transactions are issued by authorised representatives. The Bank assumes no obligation or liability in this respect.
- 1.4 In the case of payment orders submitted via SwiftNet FIN, the customer may not claim vis-à-vis the Bank that a payment order payment order or an order in a documentary foreign transaction was not issued by him or not with the same content.

## 2 TRANSMISSION METHOD/PROCEDURAL REQUIREMENTS

- 2.1 Data communication with SwiftNet FIN takes place via the Swift network.
- 2.2 For the electronic transmission of messages via SwiftNet FIN, DZ BANK uses the procedure published as binding by Swift at [www.swift.com](http://www.swift.com).
- 2.3 The prerequisite for participation in SwiftNet FIN is registration with Swift. Technical access can be provided directly or via a certified service provider (service bureau). Use of the Swift software modules SwiftNet Link with PKI (Public Key Infrastructure) and SAG (Swift Alliance Gateway) is required.
- 2.4 The Customer is obliged to use a suitable software product or a service bureau so that the SwiftNet FIN standards are complied with in accordance with Swift's guidelines and specifications.
- 2.5 The customer shall be responsible for the technical connections and shall bear the costs incurred. Functional impairments in the telecommunications networks are not within the scope of risk of DZ BANK. The Bank is also not liable for functional impairments in the Swift network and its services.

## 3 SCOPE OF SERVICES/TYPES OF MESSAGES

As part of the SwiftNet FIN procedure, the customer can use the electronic messages for the exchange between customer and bank as well as between bank and customer, which are listed in the Swift User Handbook, which can be viewed at [www.swift.com](http://www.swift.com). However, as not all of the messages described there are supported by DZ BANK, DZ BANK will provide a list on request.

The use of one of these messages requires registration for this message type. The respective message types are agreed separately between the customer and DZ BANK on the SwiftNet FIN - technical connection - parameter sheet before the first transfer is initiated. separately agreed upon.

#### **4 MESSAGE STANDARDS**

The structure and assignment of the message types are regulated by the Swift General Terms and Conditions and the Swift User Handbook (<https://www.swift.com>). Some content is subject to a charge and requires registration with Swift.

#### **5 FORMAT DESCRIPTIONS**

The format descriptions can be found in the Swift User Handbook, which can be viewed at [www.swift.com](http://www.swift.com). Some content is subject to a charge and requires registration with Swift.

#### **6 CONFIRMATION OF RECEIPT**

The transmission protocol confirms the correct transmission of data to DZ BANK. DZ BANK's downstream systems check that the message has been set up correctly.

#### **7 SYNTACTIC AND LOGICAL MESSAGE CHECKS DURING COMMUNICATION**

Syntactic and logical message checks - e.g. incorrect, non-existent IBAN account numbers and BIC codes - are carried out by DZ BANK's systems. In the event of errors, the customer will receive appropriate feedback from DZ BANK.

#### **8 DATA PROTECTION NOTICE**

When using the SwiftNet FIN transfer procedure, account information/transaction details may be forwarded via the Swift messaging system based in Belgium and data centres in the European Union, Switzerland or the USA.

# Conditions for Paperless Data Exchange using managed Service Data Centres with exclusive Authorisation by means of an Accompanying Sheet

Version: August 2013

The present translation is furnished for the customer's convenience only. The original German text of the Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## I. General procedural provisions and scope of services

- 1 The paperless exchange of data by way of electronic data interchange using managed service data centres (MSDCs) with exclusive authorisation by means of an accompanying sheet shall be processed for the client on the basis of the following terms and conditions.
- 2 In the paperless exchange of data using managed service data centres, the central office engaged by the bank shall accept files for transfer orders and direct debit collection orders generated by the managed service data centre that has been engaged by the client. If agreed separately, the bank shall make account statement information available for collection through the managed service data centre engaged by the client.
- 3 For the placing of orders by the client, the bank or the central office engaged by the bank shall keep the files transmitted to it available for 14 calendar days from the delivery of the data. After expiry of this period, the client (account holder) may no longer place an order for the execution of these files. Account statement information shall be made available by the central office to the managed service data centre for collection for a period of at least 10 calendar days beginning with the day of the end-of-day closing.
- 4 The prerequisite for the procedure is that the MSDC has concluded a corresponding agreement with the bank or the central office recognising the "Guidelines for the Participation of managed Service Data Centres in Paperless Data Exchange by Electronic Data Interchange (EDI)". The client shall immediately notify the bank in writing of the involvement of another managed service data centre.

## II. Placing of orders

- 1 By signing the accompanying sheet, the client authorises their bank to execute the transfer orders and/or direct debit collection orders contained in the files transmitted by the managed service data centre to the bank. The client shall receive from the managed service data centre an already completed accompanying sheet and a reconciliation list. The client must check the accuracy of the information on the accompanying sheet. Changes to the accompanying sheet are not possible. The bank shall be entitled to execute the order in accordance with its contents.

If the client receives a corrected accompanying sheet from their managed service data centre at their instigation, they must use it to place orders with the bank. The original accompanying sheet may then not be used for authorisation.

The accompanying sheet shall state the time limit within which authorisation under this procedure is possible.

- 2 For payment orders, the client shall accurately state the payer's unique identifier (account number and sort code or IBAN and BIC) and the payee's unique identifier (account number and sort code or IBAN and BIC or other identifier of the payee's payment service provider). The payment service providers involved in the processing of the payment order shall be entitled to carry out the processing exclusively on the basis of the unique identifiers. Incorrect information may result in misrouting of the order.

### **III. Recall of orders**

- 1** The recall of a file shall be no longer be possible once the bank has received the accompanying sheet.
- 2** Changes to a file's content are only possible by recalling the file and placing the order again.
- 3** Individual transfer orders and direct debit collection orders can only be recalled outside the procedure. The revocability of an order shall be governed by the special conditions applicable thereto (e.g. conditions for credit transfers). For this purpose, the client shall provide the bank with the details of the original order.

### **IV. Review of the files by the credit institution**

- 1** If discrepancies between the file and the accompanying sheet are discovered during the processing of the order, the client shall be informed thereof. The order will then not be executed.
- 2** If the review of the files by the bank reveals errors, the bank shall be entitled to exclude erroneous data records from further processing if the proper execution of the order cannot be ensured.  
It shall immediately inform the client of this in the agreed manner.

### **V. Execution of the orders**

- 1** The bank shall execute the orders if all the following execution conditions are met:
  - The order data submitted by the managed service data centre has been authorised.
  - The defined data format is adhered to.
  - The conditions for execution according to the relevant terms and conditions for the respective order type (e.g. sufficient account coverage according to the terms and conditions for credit transfers) have been met.
- 2** If the conditions for execution pursuant to paragraph 1 are not met, the bank shall not execute the order and shall immediately inform the client of the non-execution by the agreed means. To the extent possible, the bank shall inform the client of the reasons and errors which led to the non-execution and of ways in which these errors can be corrected.
- 3** The order data transmitted to the bank by the managed service data centre shall be processed within the scope of the proper workflow.

# SUPPLEMENTARY EBICS SPECIAL CONDITIONS

Version: October 2025

The present translation is furnished for the customer's convenience only. The original German text of the Special Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## SUBJECT MATTER AND SCOPE OF APPLICATION

The following Special Conditions apply in addition to the Conditions for Electronic Data Interchange („EDI Conditions“). In addition to general provisions on electronic bank computer access via EBICS, these Special Conditions also contain special provisions on specific EBICS order types. Should there be any deviations from the EDI Conditions in these Special Conditions, these Special Conditions shall take precedence.

## GENERAL TERMS AND CONDITIONS FOR ELECTRONIC BANK COMPUTER ACCESS VIA EBICS COMMUNICATION

### 1 CUSTOMER ID

- 1.1 To enable the customer to access his account(s) with the Bank electronically via EBICS, he shall receive an EBICS customer ID (hereinafter "**Customer ID**") from the Bank.
- 1.2 In the case of a new EBICS application, the applicant shall receive a Customer ID. Several accounts of the customer or of other customers (e.g. subsidiaries) can be assigned to this customer ID.
- 1.3 At least one account with the Bank must be assigned to each customer ID. If the holder of the Customer ID cancels this account, the Customer ID will initially be blocked. If the Customer ID is no longer used for a longer period of time, the Bank is authorised to delete it after at least one year of inactivity without informing the customer separately.
- 1.4 Changes within the Customer ID require the signature of the applicant and the consent of the holder of the Customer ID.

### 2 PARTICIPANT ID

- 2.1 The EBICS subscriber ID (hereinafter referred to as "**subscriber ID**") is used by the Bank to distinguish between the individual natural persons authorised by the customer to place orders ("users") and the "technical subscribers" authorised only to exchange data (hereinafter collectively referred to as "subscribers") for the accounts assigned to the customer ID and their authorisations.
- 2.2 Electronic collection authorisations of a participant (e.g. for account statements) always apply to all accounts of a customer ID. It is not possible to separate participant IDs and accounts. If a separation is desired, a separate customer ID must be used or the restriction of the authorisation is made via the customer's financial software settings.
- 2.3 The Bank is authorised to block or delete Participant IDs if they have been inactive for more than 1 year. Participant IDs may also be blocked or deleted if initialisation by the Participant has not been carried out within 3 months of receipt of the data transmitted for this purpose.



### 3 PARTICIPANTS WITH MULTIPLE PARTICIPANT IDS

If a subscriber uses EBICS access with several separate end devices (e.g. stationary and mobile), an additional subscriber ID is assigned for this subscriber, which the Bank uses to recognise that these two subscriber IDs are assigned to the same subscriber. The bank provides this subscriber ID. The customer must indicate in the EBICS application that the EBICS-subscribers are the same natural person in order to ensure compliance with the dual control principle when placing orders.

### EBICS ORDER TYPES WITH SPECIAL REGULATIONS

#### 4 ORDER TYPE XIP

If the customer sends SEPA real-time credit transfers using the EBICS order type XIP (without recipient verification = opt-out), the customer instructs the bank to execute individual credit transfer orders from the transferred file alternatively as SEPA standard credit transfers if execution as SEPA real-time credit transfers is not possible. The bank informs the customer about the changed execution in the status report (order type CIZ). If files are submitted with only one payment order, the bank is authorised to refuse to execute the order.

#### 5 ORDER TYPE CIZ

- 5.1 With the EBICS order type CIZ, the customer receives an electronic execution report (hereinafter "status report") for SEPA real-time credit transfers.
- 5.2 In the status report, the Bank informs the customer whether the credit transfers of a collective order were executable in real time (status ACCP - accepted) or not (status RJCT - rejected or ACWC - accepted with changes (in the case of alternative execution as a SEPA standard credit transfer)). If the status of an individual transaction within the collector has not yet been finalised at the time the status report is created, this payment is shown with the status PART or PNDG. If a final status is available for all transactions, the customer receives a supplementary status report.
- 5.3 The status report can contain status information for all three data levels of a submitted collective order (file, collector, individual transaction).
- 5.4 The customer is notified of the provision of a status report by a separate push message (see section 6).

#### 6 ORDER TYPE WSS

The separate push message mentioned in section 5.4 about the provision of the CIZ status report is sent via a web socket connection. The EBICS order type WSS required for this is automatically assigned by the Bank when the EBICS order types for SEPA real-time credit transfers are requested. When the status report is provided, the customer system is actively notified via this web socket connection (push message). This notification is only sent if a websocket connection is established. The receipt of these messages is the responsibility of the respective financial software products.

#### 7 ISO ORDER TYPES IN AZV

The AXZ order type is currently used for foreign payment orders in the ISO 20022 standard. When posting in the ISO standard, the customer must observe the corresponding format description/allocation specifications of the bank for foreign payment transactions (AZV). These can be found in the current AZV product description, which is published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

## **8 CGI ORDER TYPES IN THE AZV**

The order type XAV is currently used for foreign payment orders in CGI format. When posting in the CGI standard, the customer must observe the corresponding format description/the bank's booking specifications for foreign payment transactions (AZV). These can be found in the current CGI AZV product description, which is published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

## **9 CGI ORDER TYPES IN EURO-ZV**

For euro payment orders in CGI format, the EBICS order types XCT (SEPA credit transfer without recipient verification = opt-out), XTV (SEPA credit transfer with recipient verification = opt-in), XCU (euro express credit transfer) and XDD (SEPA direct debit) are currently used - if agreed in the EBICS application form. Payment orders in CGI format must be delivered by type. In the case of delivery in the CGI standard, the customer must also observe the corresponding format description/allocation specifications of the bank. These can be found in the current CGI product information published on the DZ BANK website ([www.dzbank.de](http://www.dzbank.de)).

## **10 RFT ORDER TYPES**

For Request for Transfer (RfT) orders (currently RFT (MT format) or RTX (ISO format)), the Special Terms and Conditions for Sending/Receiving account information and requests for transfer via the Swift network for entrepreneurs apply.

## **11 RTP ORDER TYPES**

For payment request / request-to-pay (RtP) orders (currently CU3 for sending pain.013 messages (payment requests) and CD4 for collecting pain.014 messages (status confirmations) or CD3 for receiving pain.013 messages (payment requests) and CU4 for submitting pain.014 messages (status confirmations)), the Special Conditions for Sending and Receiving Requests-to-Pay via EBICS apply.

## **12 EBAM ORDER TYPES**

For eBAM orders (currently B13 (account report request in acmt.013 format) and B14 (account report collection in acmt.014 format), the Special Conditions for the Exchange of Messages in eBAM formats apply.

# SPECIAL TERMS AND CONDITIONS for Sending/ Receiving account information and request for transfer via the Swift network for entrepreneurs



Version: August 2025

The present translation is furnished for the customer's convenience only. The original German text of the Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## 1 SUBJECT MATTER AND SCOPE OF APPLICATION

S.W.I.F.T. SC ("Swift") is a provider of a messaging platform ("Swift Network") through which more than 11,000 banks and investment services companies worldwide are connected and can send and receive electronic messages ("Swift Messages"). DZ BANK is a Swift participant and therefore has access to the Swift network. Participation in the Swift network is governed by Swift regulations, which are binding for all Swift participants.

These Special Terms and Conditions govern the commissioning of DZ BANK by the customer to send and receive request for transfer and account information via the Swift network. In addition, the Special Terms and Conditions for Electronic Data Interchange, including annexes, apply. These can be found at <https://www.dzbank.de/content/dzbank/de/home/footer/agb-sonderbedingungen.html>.

The services offered by DZ BANK for sending and receiving requests for transfer and account information via the Swift network are only available to customers who are not consumers within the meaning of Section 13 of the German Civil Code (BGB), but entrepreneurs within the meaning of Section 14 BGB (in each case the "Customer"). The services offered by DZ BANK are also provided exclusively via DZ BANK's own Swift access. If the customer himself is a Swift participant, the services offered by DZ BANK do not include the exchange of Swift messages for the customer or the integration of the customer's Swift access into the electronic data transmission.

These Special Conditions only govern the electronic data exchange via the Swift network as such. Insofar as the data exchange includes further orders to DZ BANK, e.g. transfer orders, DZ BANK shall execute these in accordance with the provisions of the Special Terms and Conditions applicable to the respective order type, which can be found at <https://www.dzbank.de/content/dzbank/de/home/footer/agb-sonderbedingungen.html>.

The electronic transmission of data between DZ BANK and another Swift participant via the Swift network requires

- that the other communication partner is also a participant in the Swift network, that DZ BANK has accepted it as an authorised communication partner in accordance with the Swift regulations and that a message exchange relationship exists with it in accordance with the Swift regulations, which also includes the customer, and
- that the third-party bank fulfils all technical requirements stipulated by Swift for the services covered by these Special Conditions, including that it has exchanged and implemented all necessary technical certificates for data transmission with DZ BANK.

DZ BANK will inform the customer which other Swift participants DZ BANK has accepted as authorised Swift communication partners that fulfil the aforementioned technical requirements and with which a message exchange relationship exists in accordance with the Swift regulations, which also includes the customer (hereinafter referred to in each case as "Third Party Bank").

Electronic data transmission between the customer and DZ BANK shall take place via EBICS (Electronic Banking Internet Communication Standard, [www.ebics.de](http://www.ebics.de)) and requires that the customer is an EBICS user and fulfils all the technical requirements stipulated by EBICS.

## 2 SWIFT MESSAGES FORMATS COVERED BY THE SCOPE OF SERVICES

Swift specifies certain formats in the Swift regulations for Swift messages that are exchanged via the Swift network. These special conditions apply exclusively to Swift messages in the following Swift formats:

- a) MT101 Request for Transfer
- b) MT940 Customer Statement Message
- c) MT941 Balance Report
- d) MT942 Interim Transaction Report
- e) pain.001 relay Request for Transfer
- f) camt.052 Bank to Customer Account Report
- g) camt.053 Bank to Customer Account Statement

Swift intends to discontinue formats a) - d) at a date to be determined by Swift. Until then, these formats can continue to be used. However, Swift reserves the right (probably from January 2026) to automatically convert Swift messages sent to the Swift network in formats a) - d) into the equivalent formats e) - g) and to forward Swift messages in these formats in addition to or instead of formats a) - e). The Swift format e) can be used as soon as DZ BANK has acceded to the corresponding Swift regulations and the necessary technical requirements have been met. DZ BANK will inform customers of this in text form with sufficient advance notice, but at least two weeks in advance.

DZ BANK will provide the customer with a description of the respective Swift formats at the customer's separate request.

### **3 ORDERING**

The customer authorises DZ BANK by means of an order form for sending and receiving account information and request for transfer, which DZ BANK makes available to the customer and which the customer must complete in full and send to DZ BANK electronically or by post.

The order form provides DZ BANK with information to enable it to fulfil the technical requirements for sending or receiving the Swift messages referred to in section 2 (e.g. IBAN or account number/account name): IBAN or account number/account name of the account with the Swift participant, BIC of the Swift participant).

If the customer's order includes a third-party bank that DZ BANK does not accept as an authorised recipient bank or that does not fulfil the technical requirements as a Swift participant, DZ BANK is entitled to reject the customer's order.

### **4 SWIFT MESSAGE STANDARDS**

Like all Swift participants, DZ BANK is obliged to comply with the Swift regulations (<http://www.swift.com>) for the message formats specified in Section 2, including field assignments and conversion rules. The customer is therefore obliged to transmit the customer data required for these message formats to DZ BANK electronically via EBICS in accordance with these Swift format specifications and conversion rules. In the event of non-compliance with the Swift format specifications, there is a risk of data loss. DZ BANK shall make the Swift format specifications available to the customer at [https://firmenkunden.dzbank.de/content/firmenkunden/de/homepage/leistungen/Zahlungsverkehr/zugang\\_zum\\_konto.html](https://firmenkunden.dzbank.de/content/firmenkunden/de/homepage/leistungen/Zahlungsverkehr/zugang_zum_konto.html)] and, at the customer's request.

DZ BANK shall only be obliged towards the customer to execute an order, including the processing of field contents, e.g. information in optional fields, in accordance with the Swift format specifications and in accordance with supplementary bilateral agreements on the Swift message exchange between DZ BANK and individual third-party banks. If such a bilateral agreement between DZ BANK and a third-party bank ties the Swift message exchange for the customer to additional conditions or otherwise restricts it, DZ BANK will inform the customer of this immediately.

Orders from the customer to send and receive account information and requests for transfer with a third-party bank must be received by DZ BANK on a business day during the acceptance periods, which can be found at <https://www.dzbank.de/content/dzbank/de/home/footer/agb-sonderbedingungen.html>. Orders and messages received at a later date shall only be deemed to have been received by DZ BANK on the following business day.

### **5 PROCESSING OF SWIFT MESSAGES**

#### **5.1 Sending of requests for transfer**

DZ BANK accepts requests for transfer from the customer and forwards them via the Swift network to third-party banks for execution.

The customer undertakes to instruct DZ BANK to send requests for transfer to third-party banks only if the customer is authorised to dispose of the account to be debited. Upon request by DZ BANK, the customer must provide DZ BANK with suitable proof of his authorisation to dispose of the account, e.g. in the form of a copy of the account agreement or a copy of a power of attorney.

Until the order for a request for transfer in MT101 format is received by DZ BANK, the customer can call it back ("recall"). After receipt, the customer can no longer recall the order.

#### **5.2 Receipt of requests for transfer / authorisation**

The customer can authorise DZ BANK to receive requests for transfer from a third-party bank by Swift message to the debit of the customer's account with DZ BANK. Without such an instruction, DZ BANK is not obliged to receive requests for transfer from a third-party bank.

If DZ BANK receives a request for transfer from a third-party bank via the Swift network, DZ BANK checks whether the transfer request meets the requirements of the Swift regulations, in particular the format specifications contained therein, and saves the Swift message received.

By instructing DZ BANK to receive requests for transfer from a third-party bank, the customer confirms to DZ BANK that he has instructed and authorised the third-party bank to electronically transmit requests for transfer relating to his account to DZ BANK on his behalf. If the customer has instructed a third party to initiate requests for transfer on his behalf, the customer confirms to DZ BANK by instructing DZ BANK to receive requests for transfer from a third party bank that he has instructed and authorised the third party to initiate requests for transfer.

DZ BANK is authorised to execute the requests for transfer received by Swift message as if the customer had submitted the requests for transfer to DZ BANK himself. By instructing DZ BANK to receive the requests for transfer from the third-party bank on the order form, the customer also instructs DZ BANK to execute the corresponding transfers (authorisation).

DZ BANK converts the request for transfer received by Swift message - depending on the data contained in the order - into the domestic transfer order format, saves it and executes the transfer order contained in the request for transfer in accordance with the special conditions applicable to the execution of transfer orders.

The customer may cancel the authorisation of DZ BANK to receive credit requests for transfer from the third-party bank for the future. This cancellation must be made in writing and shall take effect on the business day following the day on which DZ BANK receives the cancellation. If the day of receipt of the cancellation is not a business day, the next business day shall be deemed to be the day of receipt. Once the cancellation takes effect, DZ BANK will refuse to receive requests for transfer from the customer that it receives from the third-party bank.

A request for transfer in the form of an „Euro-Eilüberweisung“ is not possible.

### **5.3 Receipt of account information**

The customer can instruct DZ BANK to receive Swift messages from third-party banks containing account information for the customer.

If DZ BANK receives account information for the customer from a third-party bank by Swift message, DZ BANK will only make this information available to the customer for retrieval after receipt if the account holder has authorised DZ BANK to do so by order form. If the aforementioned conditions are met, DZ BANK shall make the account information transmitted by the third-party bank via Swift message available to the customer for retrieval via EBICS.

### **5.4 Sending account information**

The customer may instruct DZ BANK to send account information relating to the customer account to a third-party bank via the Swift network. DZ BANK has fulfilled its obligations by sending the account information to the third-party bank in accordance with the order. The retrieval of the account information sent by the authorised person at the third-party bank must be agreed with the third-party bank. DZ BANK has no influence on the further use of the transmitted account information.

## **6 SYNTACTIC AND LOGICAL MESSAGE CHECK**

DZ BANK carries out a syntactic and logical check of the orders received from the customer - e.g. incorrect, non-existent IBAN and BIC. In the event of errors, the customer receives appropriate feedback from DZ BANK. In this case, DZ BANK may suspend the execution of the order until the error has been corrected.

## **7 TRANSMISSION PROTOCOL**

The EBICS transmission protocol confirms the transmission of data from the customer to DZ BANK. DZ BANK will only check the conformity of the orders received via EBICS with the Swift regulations downstream. The transmission protocol therefore does not confirm that the messages received via EBICS comply with the Swift regulations.

## **8 DATA PROTECTION NOTICE**

DZ BANK is authorised to forward customer-related data to the third-party bank in connection with the execution of the customer order via the Swift network. In this respect, the customer also releases DZ BANK from banking secrecy.

If the Swift transfer procedure is used, the data contained in the account information/ requests for transfer may be forwarded via the Swift messaging system based in Belgium and data centres in the European Union, Switzerland or the USA.

## 9 CANCELLATION

Orders to send/receive account information and receive/send requests for transfer can be cancelled by the customer at any time with a notice period of two (2) weeks to the end of the month. This does not apply to the cancellation of the receipt of requests for transfer by the customer, which is regulated in Section 5.2. The customer must submit a cancellation in accordance with sentence 1 of this Section 9 by means of an order form ("Cancellation").

DZ BANK is entitled to cancel the sending/receiving of account information and the receiving/sending of requests for transfer at any time with a notice period of two (2) weeks to the end of the month.

Each party has the right to terminate the sending/receiving of account information and receiving/sending of requests for transfer for good cause without observing a period of notice.

## 10 LIABILITY

DZ BANK shall be liable without limitation for intent and gross negligence, but for slight negligence only in the event of a breach of material contractual obligations. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. Material contractual obligations include, in particular, the sending or receipt of account information or requests for transfer via the Swift network. Liability in the event of a breach of such an essential contractual obligation is limited to the damage typical for the contract, the occurrence of which DZ BANK had to expect at the time the order was placed on the basis of the circumstances known at that time.

DZ BANK accepts no liability for disruptions within the Swift network for which DZ BANK is not responsible. Swift is not a vicarious agent of DZ BANK.

DZ BANK shall not be liable if DZ BANK is not responsible for the breach of duty. If the customer has contributed to the occurrence of a loss through culpable behaviour, the principles of contributory negligence shall determine the extent to which DZ BANK and the customer must bear the loss.

The above exclusions/limitations of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

DZ BANK shall only be liable for the loss of the customer's data in accordance with the above paragraphs if such a loss could not have been avoided by appropriate data backup measures on the part of the customer.

# Special Conditions for Sending and Receiving Requests-to-Pay via EBICS

Version: May2024

The present translation is furnished for the customer's convenience only. The original German text of the Special Conditions is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

The following conditions apply to the sending and receiving of requests-to-pay from customers who are not consumers via the Electronic Banking Internet Communication Standard (EBICS) procedure.

## 1 General

### 1.1 Key features of the payment requests

- (1) The payment request procedure is a technically standardised procedure for the exchange of messages by which a payee requests the payer to fulfil his outstanding payment obligation arising from an underlying legal transaction and receives a response as to whether the payer accepts or rejects the request.
- (2) Payment requests are therefore standardised, time-bound requests from payees for the execution of transfers (standard transfers or real-time transfers).
- (3) Payment requests can be accompanied by supporting documents (in particular invoices) from the payee.
- (4) As the payee, the customer instructs the Bank to send payment requests on his behalf in accordance with the following provisions.
- (5) The customer as payer instructs the Bank to accept and process payment requests on his behalf in accordance with the following provisions.
- (6) Payment requests may only be sent and received in euros.<sup>1</sup>
- (7) The Bank shall maintain the business operations necessary for the forwarding of payment requests on all calendar days of a year.

### 1.2 Prerequisites for use

- (1) The prerequisite for using the payment request procedure via EBICS is that the customer has a current account with the Bank which is activated in accordance with the agreed conditions for remote data transmission (RDT conditions).
- (2) The Terms and Conditions for Remote Data Transmission (RDT Terms and Conditions) together with the annexes and, with regard to the data formats required for the payment request procedure, the SRTP Specifications<sup>2</sup> shall apply.
- (3) The customer is obliged to use suitable processes and software so that the formats exchanged with the Bank comply with the requirements set out in Section 1.2 (2).
- (4) The customer shall be responsible for his technical connections to the Bank and shall bear the costs incurred. The Bank shall not be responsible for any functional impairments in its technical infrastructure or the communication networks.
- (5) The customer must inform the Bank of the account details (IBAN, EBICS ID and EBICS participant) with which he wishes to participate in the payment request procedure.
- (6) The Bank is authorised to engage a service provider to send and receive payment requests.

## 2 Sending a payment request

### 2.1 Submission of the payment request

- (1) The customer undertakes to submit payment requests to the Bank only if he has previously agreed the procedure with the payer and the payment requests correspond to the agreed payment modalities. In doing so, the customer shall obtain the IBAN of the payer to whom the payment request should be addressed. In addition, the customer will inform the payer of his own IBAN in advance so that the payer can compare it with the IBAN specified in the payment request. Finally, if necessary, the customer will agree with the payer that he may attach his invoices to the payer to the payment requests and forward them to the payer's service provider via the bank.
- (2) The customer shall create the payment request in accordance with the requirements set out in Section 1.2 (2). He shall ensure that the payment request contains all the information required for sending and subsequent payment correctly and completely (in particular the IBAN of the payer's account) and forwards it via

EBICS as the communication channel agreed with the customer to the defined bank computer interface of the Bank.

- (3) The expiry date of the payment request may not be more than three months in the future.
- (4) The customer can provide the payer with options for changing the payment amount, the payment target and the payment method in the payment request. By doing so, the customer can give the payer the option of changing the payment request.
- (5) The payment request may be submitted with or without accompanying documents. The customer shall attach only those accompanying documents that are necessary for the payment request (e.g. invoices) and limit the personal data contained therein to the necessary minimum. The enclosure of non-payment-related documents (e.g. advertising) is expressly prohibited. The accompanying documents must be attached in PDF/A format and embedded in the data record of the payment request in accordance with the technical interface documentation in Annex 3 to the RDT agreement. The payment request, including accompanying documents, must not exceed a size of 10 MB. The customer must ensure that accompanying documents are free of malware and defective links when sending payment requests. In this respect, the customer is obliged to guarantee and monitor a sufficiently secure IT infrastructure.

### 2.2 Dispatch by the Bank

- (1) The Bank is entitled to refuse to send the submitted payment request if the customer is not authorised to submit payment requests to the Bank, if the technical requirements are not met or if the payer's service provider cannot be contacted.
- (2) The Bank may also refuse to send payment requests if
  - the payment request violates statutory provisions or
  - the execution of the requested payment violates statutory provisions or
  - the Bank concludes at its own discretion that the payment request is abusive, or
  - a payment request is to be sent in favour of an account of the customer not set up for this purpose.
- (3) The Bank forwards the payment request to the payer's service provider. If the customer instructs the Bank to create the payment request, the Bank shall inform the customer whether the payment request could be technically delivered to the payer's service provider.
- (4) The Bank shall provide the customer with the payer's response (acceptance, rejection or late acceptance) or information about the rejection for technical reasons with the corresponding reason codes for the rejection for retrieval.

## 3 Receipt of payment requests

### 3.1 Receipt of payment requests

- (1) If the Bank receives a payment request, the Bank shall immediately make the payment request available to the customer via EBICS as the communication channel agreed with the customer at the defined bank computer interface.
- (2) The Bank is authorised to reject a payment request received for the customer and not to forward it to the customer if
  - technical requirements for the payment request have not been met or
  - the technical requirements for processing the payment request are not met in whole or in part by the payer, or
  - the payment request violates statutory provisions or
  - the execution of the requested payment violates statutory provisions or
  - the bank comes to the conclusion, at its own discretion, that the payment request is abusive.

### 3.2 Customer's entitlement to a refund and compensation

- (1) It is the sole responsibility of the customer to check and decide whether the payment request is justified (i.e. whether there is a corresponding claim by the payee) and whether the content of the payment request is correct (i.e. whether, for

example, the amount, due date or recipient account number of the requested payment is correct and matches any accompanying documents provided).

(2) It is the sole responsibility of the customer to check the accompanying documents for any malware, defective links, etc. before opening them.

### 3.3 Accompanying documents

(1) If the payment request is provided with accompanying documents by the payee, the Bank shall make these available to the customer unchecked with the data record in EBICS.

(2) The bank cannot check accompanying documents either technically (e.g. for harmful content) or in terms of content (e.g. for conformity with the payment request).

### 3.4 Feedback from the customer

(1) The customer can accept or reject the payment request.

(2) If the payee has authorised changes, the customer can adjust the payment request.

(3) The customer creates the response to the payment request received - optionally stating the reasons for rejection - in his system and makes it available to the Bank for forwarding to the payee's service provider via EBICS.

(4) Acceptance of the payment request by the payer does not constitute an independent legal payment obligation towards the payee.

(5) If an expiry date for the payment request has been exceeded without the customer having accepted or rejected the payment request, the Bank shall automatically generate a feedback message to the payee's service provider with a corresponding reason for rejection ("reason code").

(6) If the customer rejects the payment request or does not accept it within the request period specified by the payee, the payment request expires.

(7) The execution of the credit transfer, in particular the authorisation and processing of the credit transfer order, shall not be governed by these Special Terms and Conditions for Payment Requests, but by the Special Terms and Conditions for the execution of the respective type of credit transfer.

(8) If the payment request is only accepted by the customer without authorising a transfer or if the Bank refuses to execute the transfer order in accordance with the provisions agreed for this purpose (e.g. because there is insufficient credit available), it is the sole responsibility of the customer to ensure that the payment is made on time in order to avoid any disadvantages in relation to the payee due to late payment.

### 3.5 Information of the payee

The Bank forwards the customer's feedback directly or via intermediaries to the payee's service provider.

### 3.6 No permanent storage by the Bank

(1) The Bank shall make a payment request addressed to the customer and any accompanying documents available to the customer via EBICS until the expiry date. They shall not be stored beyond this date.

(2) The customer must, if desired, ensure permanent data backup himself.

### 3.7 Abusive payment requests

The customer must inform the Bank immediately after discovering an abusive payment request.

## 4 Data protection, processing information

### 4.1 Sending of payment requests

(1) When sending payment requests, personal data of the payer may be forwarded via the Bank to a service provider which the Bank uses to send the payment request and which is based in the Federal Republic of Germany. The data is processed within the territory of the EEA.

(2) As part of its statutory duty to inform in accordance with Art. 13, 14 GDPR, the customer shall inform the payer that the Bank and other recipients, such as the payer's bank, will process the payer's personal data in the course of the payment request.

### 4.2 Receipt of payment requests

(1) The bank processes the following data when receiving payment requests:

account-related data transmitted by the payee (e.g. payee name, IBAN and payee's bank), transaction-related data (e.g. amount, currency, purpose, due date, expiry date, customer name based on his role as payer, payer's IBAN) and transaction-related data (e.g. invoice attachment as accompanying document, technical data for transaction processing).

(2) When notifying the payee in accordance with Section 3.5, the Bank transmits the following data to the payee:

Transaction number, status of the payment request (acceptance, rejection and reason for rejection or non-timely acceptance).

(3) The processing is carried out in each case for the purpose of being able to process the payment requests and is based on Art. 6 para. 1 lit. b) and f) GDPR and insofar as information within the meaning of Art. 9 para. 1 GDPR in transaction-accompanying data are communicated, on Art. 9 para. 2 lit. a) GDPR.

(4) In all other respects, reference is made to the information already provided to the customer by the Bank.

## 5 Charges

(1) The Bank and the customer may agree a separate charge for both the sending and receipt of payment requests by the Bank.

(2) The charge for other services used by the Bank (e.g. the execution of a transfer order) shall be based on the agreements made in this regard.

## 6 Cancellation of payment requests

(1) The Bank's authorisation to send and/or receive payment requests may be terminated by the customer at any time by means of a declaration in text form and by the Bank with a notice period of two months.

(2) For payment requests received before the cancellation takes effect, these Special Conditions shall continue to apply beyond the date on which the cancellation takes effect.

(3) The Bank will reject any payment requests received after the cancellation takes effect without giving separate notice to the customer.

<sup>1</sup> Note: Please contact us to find out which banks are currently participating in the payment request procedure.

<sup>2</sup> The SRTF working version is published on the website <https://www.ebics.de/de/datenformate/spezifikationen-in-entwicklung>.



# SPECIAL CONDITIONS FOR THE EXCHANGE OF MESSAGES IN eBAM FORMAT

Version: August 2024

This translation is furnished for the customer's convenience only. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

In accordance with the Special Conditions for the exchange of messages in eBAM format, the customer may agree with the Bank to exchange the message types defined below.

(In this case, the abbreviation eBAM stands for electronic Bank Account Management)

## 1. Submission

Remote data transmission is possible via the EBICS connection. The current version of the conditions for remote data transmission apply.

The following messages are defined for the exchange of eBAM messages:

- acmt.013 Request for the creation of an account overview
- acmt.014 Account overview

The exact content of the respective message types is defined by the bank and can be found in the current eBAM customer information.

## 2. Authorisation

The customer initially authorises the Bank to receive eBAM messages using the application for electronic bank computer access via EBICS communication. A natural person must be named who will transmit the subsequent eBAM messages electronically.

The customer must ensure that the person transmitting eBAM messages is sufficiently authorised to issue, amend or delete electronic powers of attorney on behalf of the business party.

## 3. Acceptance and rejection of submitted messages

Information on the acceptance and rejection of submitted eBAM messages is provided via the usual EBICS order types PTK and HAC. This check is based on syntactic aspects and is subject to a technical check. In the event of a rejection for technical reasons, the bank will inform the customer via the defined communication channels.

## 4. Processing times

The Bank shall ensure that eBAM messages are processed during normal banking hours. These are from Monday to Friday from 08:00 to 16:00. The customer has no legal claim to processing beyond these business hours.

# SPECIAL CONDITIONS

## CASH CONCENTRATION DZ BANK

Version: Oktober 2025

This translation is furnished for the customer's convenience only. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

### 1 Subject matter

1. The subject of these Special Terms and Conditions is the automatic account concentration of source accounts to a target account in accordance with the specifications selected by the target customer and the source customers in the Cash Concentration Agreement. All accounts are held at DZ BANK.
2. Account concentration means that the debit and credit transactions or the balance arising on a source account are settled once or several times a day from the target account or transferred to the target account.
3. The account holders of the target account and the source accounts do not have to be identical.
4. Only payment accounts in the same currency can be included in the account concentration procedure.

### 2 Rights and obligations of customers

1. The target customer is obliged to ensure that there are sufficient funds in the target account. However, DZ BANK is authorised to carry out the concentration procedure even if there are insufficient funds in the target account or if a credit line granted to the target customer is exceeded. The target customer is obliged to bear the resulting costs.
2. The account concentration may be associated with a banking transaction requiring authorisation for the target customer and/or the original customer. This is not the case if only parent, subsidiary and sister companies participate in the account concentration. It is therefore recommended to obtain legal advice on the permissibility of the account concentration for the customer under banking supervisory law.
3. The target customer and the original customer shall ensure that the legal provisions on raising and

maintaining capital and on shareholder debt financing are observed with regard to the account concentration.

### 3 Rights and obligations of DZ BANK

1. DZ BANK transfers the debit and credit transactions or the balance incurred on an originator account once or several times a day to the destination account or clears them from the destination account in accordance with the specifications chosen by the customer in the cash concentration agreement.
2. DZ BANK will generally not debit original accounts included in the account concentration procedure with its own receivables. Excluded from this are all claims associated with the management of the accounts and the processing of payment transactions via these accounts. However, DZ BANK is authorised to debit receivables from other business relationships to the original account if it has received written consent from the target customer.
3. If DZ BANK suspends the concentration procedure as a whole or only with regard to one source account or one source customer, for example because the target account does not have sufficient cover or credit lines, DZ BANK is obliged to inform the target customer and the respective source customer immediately. The same applies if third parties assert rights to the account balance of the target account or the originator account.

### 4 Inclusion of originating accounts and changes to concentration data

1. The inclusion and amendment of concentration data of a source account shall be made in writing or electronically with a qualified electronic signature (QES) using the Cash Concentration Agreement, which must be signed by the respective source customer, the target customer and DZ BANK.

2. The change of concentration data of the target account shall be made in writing or electronically with a qualified electronic signature (QES) using the Cash Concentration Agreement and shall only be signed by the target customer and DZ BANK. The originating customers will be informed of this by DZ BANK.
3. The inclusion of original accounts shall take place on the date agreed with the target customer and the originating customer or within a reasonable period after the Cash Concentration Agreement has been concluded and, unless otherwise agreed, shall run for an indefinite period.
4. DZ BANK may object to the inclusion of original accounts in the account concentration procedure.
5. The termination of source accounts shall be effected in writing by notice of termination in accordance with Section 9.

## **5 Charges**

DZ BANK charges customers fees for account consolidation in accordance with the cash concentration agreement. The fees for transactions on the original accounts and the target account associated with account consolidation remain unaffected.

## **6 Value date (value date)**

The concentration procedure is carried out in accordance with the provisions of the Cash Concentration Agreement.

## **7 Security agreements**

Security agreements concluded between DZ BANK and the customer are not affected by these Special Terms and Conditions.

## **8 Banking secrecy**

The original customer/target customer releases DZ BANK from banking secrecy with regard to all parties involved in the concentration procedure to the extent necessary for the proper execution, amendment or termination of the concentration procedure.

## **9 Termination of the proceedings**

1. The concentration procedure may be terminated by the target customer or DZ BANK as a whole or only in respect of an originating customer or an originating account. The termination of the originating customer is limited to the termination of its original accounts. The period of notice is two weeks to the end of the month. The right to terminate without notice for good cause remains unaffected.
2. The cancellation must be in writing. Written form means a hand-signed original paper document.
3. DZ BANK shall inform the other contracting parties of any cancellation without delay.

## SPECIAL CONDITIONS FOR PLACING PAYMENT ORDERS BY TELEFAX IN TECHNICAL OR ORGANISATIONAL EMERGENCY SITUATIONS

Version: July 2022

This translation is furnished for the customer's convenience only. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

The following conditions apply to the unencrypted placement of customer payment orders by telefax in technical or organisational emergency situations. The unencrypted placement of payment orders by telephone or email is not possible.

1. The customer is obliged to limit the placement of payment orders by telefax to cases in which the standard channels of electronic order transmission and order placement agreed upon between the customer and DZ BANK cannot be used due to technical or organisational problems (emergency situations). The customer must first consult with DZ BANK. The original document must be submitted within two working days after the payment order was placed by telefax.

For the execution of payment orders placed by telefax, the provisions outlined in the special conditions for credit transfers apply.

2. For telefax orders, the telefax numbers specified by DZ BANK and the "Payment order by telefax" form provided by DZ BANK must be used to ensure that the orders are correctly processed. Form "Z1" must be used for payments to foreign countries or in currencies other than euro.

If telefax orders are received on other numbers, DZ BANK is authorised, but not obliged, to execute said orders. In such an event, the customer is aware that same-day processing is not ensured.

3. DZ BANK is not obliged to execute payment orders that are transmitted illegibly, incompletely or otherwise unclear due to technical or other circumstances. The same applies to telefax orders placed with a form not provided by DZ BANK or not completed in full. DZ BANK shall immediately inform the customer that the respective order has not been executed.
4. For orders placed by the customer by telefax, DZ BANK shall only check the power of representation and the signature(s) on the basis of the customer's signature cards in its possession. Staff members who are not listed on the signature cards (in particular employees authenticated through register entry) may therefore not place any orders by telefax.

If the legally binding signature(s) is/are missing on the orders sent by telefax, the payment orders shall not be executed due to the lack of authorisation. DZ BANK shall immediately inform the customer that an order has not been executed.

5. The customer is aware that data protection and banking secrecy are not guaranteed for the unencrypted transmission of payment orders, as it cannot be ruled out that unencrypted orders might be read, modified or suppressed by third parties without authorisation.
6. These special conditions supersede any previously agreed provisions on the placement of payment orders by telefax/telephone.
7. The customer and DZ BANK are entitled to terminate the placement of payment orders by telefax at any time in writing.

## SPECIAL CONDITIONS FOR PLACING PAYMENT ORDERS VIA THE BACKUP SERVICE

Version: October 2025

This translation is furnished for the customer's convenience. Only the original German text of the Special Conditions is legally binding in all respects. If there should be any deviations or inconsistencies between the English and German version, then the German version shall prevail with regard to any construction or interpretation of terms and provisions.

The following conditions apply to the placement of payment orders by the customer via the backup service in technical emergency situations:

1. The customer is obliged to limit the placement of payment orders via the backup service to cases in which the standard channel of electronic order transmission and order placement via EBICS agreed upon between the customer and DZ BANK cannot be used due to technical problems (emergency situations).

These special conditions apply to the placement of SEPA payment orders (credit transfers and direct debit collection) and other payment orders in EEA and international payment transactions (credit transfers). It is not possible to issue SEPA real-time credit transfers using the backup service.

2. When using the backup service, the customer must create the original file with payment orders as a ZIP container in accordance with the Conditions for Electronic Data Interchange agreed with him/her (file formats and order types), protect it with a password and copy it to a data carrier (USB stick). The required order form is provided electronically on the website [www.ebics.dzbank.de](http://www.ebics.dzbank.de). The data carrier must be sent by post or by another means to the address specified by DZ BANK on the order form. The order form must be sent to DZ BANK by fax or by e-mail as a PDF document with a qualified electronic signature. The address, e-mail address and fax number indicated on the order form must be used.
3. DZ BANK shall process the payment orders placed with it in accordance with these special conditions without undue delay. Same-day processing requires that the data carrier reaches DZ BANK by post or by another means by 9:30 a.m. (cut-off time). The implementation provisions for paper-based payment orders shall apply.

If information and/or the legally binding signatures or the qualified electronic signatures are missing on the order form, the payment orders will not be executed. If the order form is received at other fax numbers or e-mail addresses or the data carrier is received at other postal addresses of DZ BANK, DZ BANK is entitled, but not obliged, to execute the orders. DZ BANK will inform the customer immediately if a payment order is not executed. The customer is obliged to provide DZ BANK with the name of a contact person on the order form and to ensure that this person can be reached.

The special conditions agreed with DZ BANK for the respective payment service shall apply to the execution of payment orders placed via the backup service.

4. For payment orders placed by the customer via the backup service, DZ BANK will only check the authorisation to represent the customer and the signature(s) on the basis of the customer's signature cards at its disposal. Employees who are not recorded on the signature cards (in particular employees who are legitimised by an entry in the register) are therefore not able to place orders via the backup service.

For orders transmitted by fax, the authenticity of the payment orders can only be verified by DZ BANK on the basis of the fax copy received by the Bank. The original document is not available for verification purposes. Therefore, DZ BANK cannot determine from an incoming fax whether an order has been forged, e.g. by affixing a genuine signature from another document or by manipulation. Backup service payment orders placed by the

customer by fax shall therefore be deemed to have been authorised by the customer, provided that they bear, based on their outward appearance, signatures which comply with the signature rules agreed with the customer and that there is no clearly recognisable difference compared to these signatures.

5. The customer shall bear all losses arising from the execution of fraudulent, forged or falsified orders. This shall also include any losses incurred as a result of transmission errors, misunderstandings, erroneous orders and misuse, unless DZ BANK has not exercised its control obligations in accordance with No. 4 of these special conditions with the customary care. In this case, its share of the fault shall be taken into account proportionately.
6. DZ BANK shall not be obliged to execute payment orders which, due to technical or other circumstances, are transmitted in an incomprehensible, illegible, incomplete or otherwise unclear manner. The same shall apply to orders placed by means of a form that is not completed in full or that is not provided by DZ BANK. DZ BANK shall inform the customer without delay of the non-execution of a corresponding order.
7. The client and DZ BANK are entitled to terminate the placement of payment orders via the backup service in writing at any time.
8. Data protection: Insofar as personal data is collected with orders in the backup service and further processed by DZ BANK, this data is processed exclusively for the purpose of this payment order. The payment order is subsequently archived with the associated application form in accordance with the statutory provisions. Further information on data protection is available at [www.dzbank.de/datenschutzhinweise](http://www.dzbank.de/datenschutzhinweise).

# GENERAL INFORMATION FOR ALL PAYMENT SERVICES WITH ENTREPRENEURS

Version: October 5<sup>th</sup>, 2025

The present translation is furnished for the customer's convenience only. The original German text of the General Information for all Payment Services with Entrepreneurs is binding in all respects. In the event of any divergence between the English and the German text, construction, meaning or interpretation, the German text, construction, meaning or interpretation shall govern exclusively.

## GENERAL INFORMATION ABOUT THE BANK

### BANK NAME AND ADDRESS

Bank name: DZ BANK AG  
Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main  
Address: Platz der Republik  
Postcode/City: 60325 Frankfurt  
Telephone: +49 69 7447 01  
Telefax: +49 69 7447 1685  
Website: <http://www.dzbank.de>

### COMPETENT SUPERVISORY AUTHORITY

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) [Federal Financial Supervisory Authority], Graurheindorfer Str. 108, 53117 Bonn, Germany; available online at: <http://www.bafin.de>

### ENTRY IN THE COMMERCIAL REGISTER

District Court of the City of Frankfurt am Main under HRB 45651

## GENERAL INFORMATION ON THE EXECUTION OF PAYMENTS

### INFORMATION ON THE PROCESSING OF PERSONAL DATA ACCORDING TO THE EU FUNDS TRANSFER REGULATION

The "Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 on information accompanying transfers of funds and certain crypto-assets" (EU Funds Transfer Regulation) serves the purpose of preventing, detecting and investigating money laundering and terrorist financing in connection with transfers of funds/crypto-assets. It obliges the bank to check and transmit information on the payer and payee when executing money transfers. This information consists of the name, customer identifier and, if applicable, the Legal Entity Identifier (LEI) or, in its absence, an available equivalent official identifier of the payer and payee and the address of the payer. For transfers of funds within the European Economic Area (EEA), the forwarding of the address and LEI may be waived, but this information may be requested by the payee's payment service provider. When providing the name and, where applicable, address, LEI (or, failing this, an available equivalent official identifier), the bank uses the data stored in its systems in order to comply with the legal requirements.

The regulation ensures that the payer and payee can always be clearly identified from the payment transaction data records themselves. This also means that the bank must check payment data, answer queries from other payment service providers regarding the identity of the payer or payee and make this data available to the competent authorities on request.

## ACCEPTANCE DEADLINES FOR DIRECT DEBIT TRANSACTIONS (SEPA DIRECT DEBIT)

The following applies to all SEPA direct debits:	Submission deadlines: at the earliest: 14 calendar days before the direct debit due date and at the latest one business day before the direct debit due date
SEPA Core Direct Debits (CORE)	11:00 a.m.
SEPA Business-to-Business Direct Debits (B2B)	10:00 a.m.

## ACCEPTANCE DEADLINES FOR CARD TRANSACTIONS (SEPA CARD CLEARING)

SEPA card transactions (SCC)	8:30 a.m.
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## ACCEPTANCE DEADLINES FOR CREDIT TRANSFERS

SEPA credit transfers (SCT) sent electronically	4:00 p.m.
Euro express transfers	3:30 p.m.

To stop a transfer that has not yet been executed, the order must be placed before 4:00 p.m. so that the cancellation order can still be executed in time. If a payment can no longer be stopped, you will receive a corresponding response.

**Please note that the specified acceptance deadlines only mean same-day processing at DZ BANK.** The actual execution of SEPA payments may not take place until the following day (next bank working day).

The business days are set out in the Special Conditions for All Payment Services with Entrepreneurs.

## DEFINITIONS

European Union (EU)	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Finland <sup>1</sup> , France <sup>2</sup> , Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal <sup>3</sup> , Romania, Sweden, Slovakia, Slovenia and Spain <sup>4</sup>
European Economic Area (EEA)	The countries of the EU plus Iceland, Liechtenstein and Norway
SEPA area	All EU/EEA countries plus Albania, Andorra, Moldova, Monaco, Montenegro, North Macedonia, San Marino, Switzerland and Vatican City, the non-EU French overseas territory of Saint-Pierre et Miquelon, the United Kingdom, Gibraltar and the British Crown Dependencies of Jersey, Guernsey and the Isle of Man

<sup>1</sup> incl. the Åland Islands

<sup>2</sup> including the French overseas departments of Guadeloupe, French Guiana, Martinique, Mayotte and La Réunion as well as the French overseas territories of Saint-Barthélemy and Saint-Martin

<sup>3</sup> incl. the Azores and Madeira

<sup>4</sup> including the Canary Islands and the exclaves of Ceuta and Melilla



# ACCEPTANCE DEADLINES FOR FOREIGN PAYMENT TRANSACTIONS WITH ENTREPRENEURS

Version: November 2024

## SUBMISSION VIA ELECTRONIC DATA INTERCHANGE (EBICS)

Acceptance deadlines in the DZ BANK system (= latest receipt of your orders by DZ BANK)

## ACCEPTANCE DEADLINES FOR CUSTOMER PAYMENTS (MT103)

12:30 p.m.	- in foreign currency debited from EUR accounts
3:00 p.m.	- in foreign currency debited from foreign currency accounts (for possible exceptions, see the table below "Cut-off times for foreign currency payments debited from foreign currency accounts with a different currency surcharge")
5:00 p.m.	- USD debited from USD account

## VALUE DATE SURCHARGE (VIS-À-VIS RECIPIENT BANK)

Currency surcharge (vis-à-vis recipient bank)	Customer payments (MT103)
<u>without</u> (value-neutral version)	<ul style="list-style-type: none"> <li>- in EUR debited from EUR accounts urgent / DTAZV <b>with</b> payment type key 10 (SWIFT urgent)</li> <li>- in foreign currency debited from foreign currency accounts urgent / DTAZV <b>with</b> payment type code 10 (SWIFT urgent) or XAZV/CGI AZV <b>with</b> codeword URGP in the ServiceLevel in the currencies USD, CAD, GBP, RON, CZK, DKK, HUF, PLN, ZAR, CHF, TRY, SEK, NOK, MXN</li> </ul>
<u>one</u> business day	<ul style="list-style-type: none"> <li>- in EUR debited from EUR accounts Standard / DTAZV <b>without</b> payment type code 10 (SWIFT urgent) or XAZV/CGI AZV <b>without</b> codeword URGP in the ServiceLevel</li> <li>- in foreign currency to the debit of EUR accounts <b>with</b> payment type code 10 (SWIFT urgent) or XAZV/CGI AZV <b>with</b> codeword URGP in the ServiceLevel in the currencies AUD, CAD, CHF, CZK, DKK, GBR, HUF, JPY, NOK, NZD, PLN, RON, SEK, SGD, TRY, USD, ZAR</li> <li>- in foreign currency to the debit of foreign currency accounts Standard / DTAZV <b>without</b> payment type key 10 (SWIFT urgent) or XAZV/CGI AZV <b>without</b> codeword URGP in the ServiceLevel</li> </ul>
<u>two</u> business days	<ul style="list-style-type: none"> <li>- in foreign currency charged to EUR accounts</li> <li>- in foreign currency to the debit of foreign currency accounts for the currencies KRW, IDR, INR, BWP, JOD, MAD, NAD, PHP, SAR, TND</li> </ul>

## Important notes

Your electronically submitted foreign payment orders are received by us on the EBICS bank computer. To ensure that the acceptance deadlines are met, we recommend that you complete the transmission of your foreign payment orders to us at least half an hour before the stated acceptance deadlines.

If you do not wish the order to be executed until the following day, please specify the following business day as the execution date. Please note that these acceptance deadlines apply to STP-eligible payment orders that can be processed automatically by us without manual post-processing (STP - Straight Through Processing).

Please note that DZ BANK has no influence on the value date used by the payee's bank to credit the account.

If, in individual cases, the order is to be executed without a foreign currency surcharge, please note this in the relevant order in the additional information field.

## ACCEPTANCE DEADLINES FOR FOREIGN CURRENCY PAYMENTS (MT 103) DEBITED FROM FOREIGN CURRENCY ACCOUNTS WITH A DIFFERENT CURRENCY SURCHARGE (VIS-À-VIS THE RECIPIENT BANK)

(A special instruction is required for payments with a same-day value date,)

Currency surcharge (vis-à-vis recipient bank)	Acceptance deadline	Currency
<b>without</b> (value-neutral execution) instruction required (urgent / DTAZV <b>with</b> payment method key 10 (SWIFT urgent) or XAZV/CGI AZV <b>with</b> codeword URGP in the ServiceLevel)	- 10:00 a.m. - 11:00 a.m. - 12:00 p.m. - 12:30 p.m. - 1:00 p.m. - 3:00 p.m. - 4:00 p.m. - 5:00 p.m.	- RON, TRY - CZK, DKK, HUF, ZAR - SEK, NOK - CHF - PLN - MXN, GBP - CAD - USD
<b>one</b> business day	- 11:00 a.m. - 11:30 a.m. - 12:30 p.m. - 3:00 p.m. - 4:00 p.m.	- CNH, THB - AED - ISK - AUD, HKD, JPY, NZD, SGD - CNY, ILS
<b>two</b> business days	- 12:00 p.m. - 2:30 p.m. - 4:00 p.m.	- KRW - IDR, INR - BWP, JOD, MAD, NAD, PHP, SAR, TND