Special Terms and Conditions regarding Cash Investments

1. Scope of application
These special terms and conditions (the "Terms and Conditions") are a supplement to Account System Agreement regarding Cash Investments and govern the details and procedures in relation to the types of investments offered by the Bank.
Any amendments to these conditions will be offered to the Customer in text form two months before the proposed time of the amendments taking effect, at the latest. If the Customer agreed with the Bank on an electronic communication channel for their business relationship, amendments may also be offered through such channel. The amendments offered by the Bank will only become effective if they are accepted by the client, where applicable by means of deemed consent as set out in section 1 (2) of the General Terms and Conditions.

2. General Provisions
The types of cash investments currently available to the customer are set out below.

Disposals of the investment amount, or parts thereof, may only be made at maturity, or in compliance with the agreed notice periods. The right to terminate the cash investment for reasonable cause remains unaffected. An early termination of the cash investment for reasonable cause may, however, affect the interest rate.

If the maturity date agreed for a cash investment falls on a day which is no business day, the term will be extended until the next following bank working day, with corresponding interest.

3. Cash account
The amounts paid into a cash account are due daily, without it being required to comply with a notice period. The customer may dispose of the deposited amounts at any time by a transfer to the reference account. The investment amount may vary as a result of daily deposits and disbursements. The Bank will notify the customer in writing of any changes to the account balance.

The interest rate may vary daily and will be fixed by the Bank. The Bank will notify the customer in writing of any changes to the interest rate.

Unless otherwise agreed, interest will be calculated and paid at the end of a month or, as the case may be, upon the termination of the cash investment. Unless otherwise expressly agreed in individual cases, the settlement will be made in accordance with the European interest calculation method.

4. Fixed-Term deposits
In the case of time deposits, a fixed term of up to ten years may be agreed, with a fixed interest rate for the entire term. The agreed investment amount must be deposited in full at the beginning. The customer may not dispose of the investment amount during the term. An increase of the investment amount is not possible during the term.
Unless otherwise agreed, interest will be calculated and paid at the end of the term. Unless otherwise expressly agreed in individual cases, the settlement will be made in accordance with the German interest calculation method.

The investment amount will be repaid to the reference account on the maturity date. The Bank and the customer may, however, agree an prolongation of the time deposit investment and the related conditions.

5. Deposits at notice
Cash investments in deposits at notice have an indefinite term. A notice period will, however, be agreed and will be fixed for the entire term. The investment amount may be increased at any time during the term at the interest rate agreed for the original investment.

The notice period is the minimum period between the time of the termination and the disposal and may be agreed on the basis of time limits set by the Bank (currently, for example, 30, 60, 90, 180 days or one year, two years, four years).

The customer may terminate the cash investment in compliance with the agreed time limit in whole or in part and the customer may then dispose of the terminated amount. If the customer fails to dispose of the terminated amount on the maturity date, or, in case of cash investments with a notice period of more than 30 days within three bank working days from maturity, the amount is deemed to be reinvested at the originally agreed terms.

The interest rate is variable and will be fixed by the Bank. Alternatively, the interest rate may also be linked to a reference rate, with interest adjustment dates being agreed as part of the agreement regarding the cash investment.

Unless otherwise agreed, interest will be calculated and paid as of 31 December of each year or, as the case may be, upon the termination of the cash investment at the end of the term. Unless otherwise expressly agreed in an individual case, the settlement will be made in accordance with the German interest calculation method.

The parties may agree that the investment amount be terminated automatically as at the next regular maturity date from time to time, in compliance with the agreed notice period (revolving termination). Interim payments will in such case also be terminated automatically as at the next possible termination date. The above provisions apply in addition.