

General Terms and Conditions for the Use of InfoTr@ck

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

1. Interpretation and Definitions

1.1

InfoTr@ck Service

the InfoTr@ck service provided by Deutsche Bank to the Customer and the Customer Affiliates in accordance with this Schedule and the Agreement including, but not limited to, the Reference Guide.

InfoTr@ck User

each individual authorised by the Customer (acting on its own behalf and also on behalf of each of the Customer Affiliates) or, as the case may be, authorised by the respective Customer Affiliate itself, to gain access to the InfoTr@ck Service at the Server on the Customer's behalf and/or on behalf of each of the Customer Affiliates, registered by Deutsche Bank as a User as specified in Annex 1.4.2 of the Customer Implementation Kit with the InfoTr@ck User Rights as set•out in the Annex 1.3.2 of the Customer Implementation Kit on behalf of the Customer and the Customer Affiliate respectively.

Trade Information

has the meaning given to it in Appendix A (Glossary) of the Reference Guide.

Trade Initiation Information

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

Trade Initiation Instruction

Any trade related Instruction received by Deutsche Bank from the Customer or a Customer Affiliate, as specified in the Customer Implementation Kit, in accordance with a separate schedule to the Agreement (Trade Initiation Schedule) and the Agreement itself including, but not limited to, the Reference Guide.

Trade Initiation Service

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A separate service provided by Deutsche Bank to the Customer and the Customer Affiliates, as specified in the Customer Implementation Kit, in accordance with a separate schedule to the Agreement (Trade Initiation Schedule) and the Agreement itself including, but not limited to, the Reference Guide.

InfoTr@ck User Access Form

the acknowledgement of the Customer (acting on its own behalf and also on behalf of each of the Customer Affiliates) to designate an individual as an InfoTr@ck User under the terms and conditions of the InfoTr@ck Service in accordance with the Agreement including, but not limited to, the Reference Guide and attached as Annex 1.4.2 of the Customer Implementation Kit.

InfoTr@ck User Rights

for each InfoTr@ck User, the individual access rights to use Infotr@ck as specified in Annex 1.3.2 of the Customer Implementation Kit and detailed in the Reference Guide.

Trade Report E-mail

the Customer's or Customer Affiliate's E-mail report generated within the Infotr@ck Service containing Trade Information or Trade Initiation Information as requested by the Customer or Customer Affiliate and sent to the E-mail address, as designated and specified by the InfoTr@ck User, in accordance with Nos. 3 and 4 below

1.2 Except as otherwise defined herein, terms used herein shall have the meaning given to them in the Agreement, the Reference Guide and/or the Customer Implementation Kit.

1.3 These Infotr@ck Terms and Conditions shall supplement the terms and conditions of the Agreement, including, but not limited to, the Reference Guide, as far as the [InfoTr@ck Service](#) is concerned. Unless otherwise expressly stated herein, the Agreement including, but not limited to, the Reference Guide, shall remain in full force and effect despite these Infotr@ck Terms and Conditions. Notwithstanding the foregoing, in case of a conflict between these Infotr@ck Terms and Conditions and the Agreement, the provisions of these Infotr@ck Terms and Conditions shall prevail.

2. Scope of the InfoTr@ck Service

2.1 The Customer and/or the Customer Affiliates may (i) retrieve and inquire Trade Information and/or Trade Initiation Information and (ii) create and distribute customized reports and alerts regarding Trade Information and/or Trade Initiation Information so designated on the InfoTr@ck webpage through the respective InfoTr@ck User, as further described in the Reference Guide. Therefore, Deutsche Bank shall (aa) grant the Customer and/or the Customer Affiliates the right to use the InfoTr@ck online application subject to Clause 6 of the Agreement as specified in Annex 1.3.2 of the Customer Implementation Kit, (bb) provide any designated Trade Information on the Server and (cc) host Trade

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Information and Trade Initiation Information to the extent necessary for the provision of the InfoTr@ck Service.

2.2 Unless expressly provided otherwise herein, this Schedule pertains solely to the right to use the InfoTr@ck Service. Any handling, authorisation, processing or forwarding of Messages or any other Trade Services shall be governed by the terms and conditions of the Agreement including, but not limited to, the Reference Guide and not by this Schedule.

3. Access to the Server; Forwarding of E-mails; Liability

3.1 If any Trade Information and/or Trade Initiation Information is received on the Server for the InfoTr@ck Service in compliance with the Agreement, Deutsche Bank shall make available such Trade Information and/or Trade Initiation Information within the InfoTr@ck application without undue delay for the InfoTr@ck User who accessed the InfoTr@ck Service and requested distribution of the Trade Information and/or Trade Initiation Information in accordance with the Agreement and the Reference Guide. Deutsche Bank shall forward – without undue delay – any Trade Information and / or Trade Initiation Information, so requested, by way of a Trade Report E-mail to the e-mail address, as specified by the InfoTr@ck User in his/her request for distribution of this Trade Information and/or Trade Initiation Information, subject to No. 3.2 and No. 4 below, the Agreement and the Reference Guide.

3.2 As long as the verification of User Rights is automatically performed by the Server as described in the Reference Guide, Deutsche Bank shall, to the extent permitted under applicable law, not be obliged to verify in any way the contents of a Trade Information and/or Trade Initiation Information requested by and forwarded to any InfoTr@ck User as to whether the data contained in such Trade Information and/or Trade Initiation Information is correct, complete, up-to-date or sufficiently based on agreements among the Customer or the respective Customer Affiliate and third parties and/or whether the respective individual who received the Trade Information and/or Trade Initiation Information was actually an InfoTr@ck User or whether an InfoTr@ck User was properly granted his/her InfoTr@ck User Rights and/or InfoTr@ck User profile by the Customer or the respective Customer Affiliate.

Any information given by Deutsche Bank as Trade Information and/or being available as Trade Initiation Information is solely based on data provided by the Customer or the respective Customer Affiliate. Such information is given by Deutsche Bank for information purposes only and does not in any way contain or imply any advice and/or any declaration of will of Deutsche Bank, including, but not limited to, any payment instruction, request for payment, reminder, credit advice or any other statement with legal implications.

The Customer and any Customer Affiliate acknowledge that, they are neither bound nor in any other way influenced by the InfoTr@ck Service, as to how to use the Trade Information and/or Trade Initiation Information provided, made available and transmitted by Deutsche Bank pursuant to this Schedule, the Agreement and the Reference Guide.

Any use of the Trade Information and the Trade Initiation Information by the Customer or the respective Customer Affiliate shall be independent of this Schedule and the InfoTr@ck

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Service provided in connection herewith. In particular, but without limitation, the entering into contracts by the Customer or the respective Customer Affiliate with third parties or, as the case may be, with Deutsche Bank and any settlement of transactions carried out in connection therewith, shall solely be governed by the arrangements established within the corporate and/or contractual relationship between the Customer or the respective Customer Affiliate and third parties, or, as the case may be, between the Customer or the respective Customer Affiliate and Deutsche Bank, whereby any such contract, settlement and arrangement shall be fully separate from and independent of this Schedule and the InfoTr@ck Service provided in connection herewith.

4. Infotr@ck User and Infotr@ck User Rights; Security Measures

4.1 Any InfoTr@ck User listed in Annex 1.4.2. of the Customer Implementation Kit shall be treated as if it were a User with the InfoTr@ck User Rights granted to it in accordance with the Reference Guide and the Customer Implementation Kit under the Agreement, in particular any provisions of the Reference Guide with respect to the issuance of a Password to Users, the secure treatment and storage of Passwords and the modification of User Rights shall apply mutatis mutandis to InfoTr@ck Users and InfoTr@ck User Rights respectively.

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

4.3 Deutsche Bank shall take reasonable measures to prevent any dissemination or misuse of Trade Information and/or Trade Initiation Information by the Customer and/or Customer Affiliate through the InfoTr@ck Service.. In the event of an information breach occurs with respect to E-mail communication through the internet or any other communication through any telecommunication service, Deutsche Bank shall be responsible for such information breach unless such breach has not been caused by the Deutsche Bank's intention or negligence.