

## Special Conditions for CFDs and FFDs

|   |  |    |
|---|--|----|
| 1 | Description of the offer .....   | 02 |
| 2 | CFDs/FFDs with the bank as contracting party .....                       | 02 |
| 3 | Margin account / Requirement of sufficient credit balance .....          | 03 |
| 4 | Exclusion of actual delivery / Evening up of a CFD/FFD transaction ..... | 05 |
| 5 | Roll-Over .....  | 06 |
| 6 | Charges and taxes .....  | 06 |
| 7 | Notifications of the bank .....  | 06 |
| 8 | Automated order execution .....  | 07 |

## Special conditions for CFDs and FFDs

### Introduction and Definition

#### CFDs

A contract for difference, or CFD, offered by the bank is a transaction which reflects the estimation of the customer of the selling and buying price (or vice versa) of a share. Subject matter of a CFD is the agreement reached between the customer and the bank either to be charged or credited with the difference between the buying and selling rate of a concrete share. Other than in equity dealings, the customer does not acquire shares in a company but participates in the price movements of the respective share without the need for ownership. The price performance of the CFD concerned is thus derived from the price of the underlying share. Other than bought shares, CFDs are made not only with regard to rising but also falling prices.

#### FFDs

FFDs (futures for difference) are contracts for difference just like CFDs. However, they refer to raw materials, indexes, and bonds. The only difference between FFDs and CFDs is that the price movement of an FFD is in conformity with standardized futures contracts which have a fixed lifetime and a fixed contract value of the relevant underlying asset. Since the transactions in CFDs and FFDs offered by the bank are legally identical for the bank customer, both terms shall be summarized as “CFD/FFD” in the special conditions described below.

### 1. Description of the offer

1.1. The customer can conclude contracts, with the bank acting as contracting party, for CFDs/FFDs regarding individual securities, baskets, stock market or other indexes, government securities, base and precious metals and goods (the “underlying assets”). The current schedule of prices and conditions of CFDs/FFDs show for which underlying assets CFDs/FFDs are offered by the bank. They also indicate whether and on what terms the customer may take either a long or a short position with regard to the development of the underlying. The position taken by the customer by concluding CFDs/FFDs is closed out again on the same day by concluding an offsetting transaction, either manually by the customer or automated by the bank. The details are laid down under point 4 below. Both matching open positions are set off against each other and the margin account of the customer is either credited with the balance or debited with it if the balance is in favour of the bank acting as contracting party.

1.2. The following provisions are part of each and every CFD/FFD transaction:

- (a) Neither of the two parties
  - (i) shall acquire a right in rem in, or the right to acquire or to sell, the underlying assets; or
  - (ii) shall be obliged to sell, buy, maintain, deliver or take delivery of the underlying assets; and

(b) The rights and obligations of the individual parties arising from any CFD/FFD transaction mainly consist in the making and receiving of payments within the framework of the provisions of the subject special conditions for CFDs and FFDs and the individual contract notes;

(c) Every CFD/FFD transaction is, on the day of its opening, closed out again, i.e. evened up, by an off-setting transaction of the customer, by an automatic roll-over through the bank (cf. point 5 below) or by the bank exercising its right of closing for special reasons (cf. point 4.2 (b) below).

### 2. CFDs/FFDs with the bank as contracting party

#### 2.1. Execution and booking of the transactions

When concluding CFDs/FFDs, the bank acts as contracting party of the customers, which means that the bank concludes the CFD/FFD transactions with the customers on its own behalf and for its own account. CFDs/FFDs shall not be negotiated by the bank.

#### 2.2. Fixing of the prices – Invitation to make offers

For the CFDs/FFDs as long or short positions stated in the schedule of prices and conditions of the CFDs/FFDs of the bank, the bank fixes the prices in the trading platform at which it is generally prepared to conclude transactions with the customer.

This notification of the prices by the bank is to be considered as a request towards the bank's customers to submit binding offers for the conclusion of CFD/FFD transactions under an account reference number to be determined by the customer.

During the trading day, the bank notifies the current prices for the CFD/FFD transactions concluded by the customers

### 2.3. Acceptance of the customer's offer / Counter-offer of the bank

The contract is brought about by the bank sending the customer a declaration of acceptance by electronic means or, in exceptional cases, by telephone. The special conditions for the long-distance communication with the bank and the Terms of use for notification service are expressly mentioned. If the bank accepts the offer of the customer, the contract between the bank and the customer is formed and the bank shows the newly opened position of the customer together with the previously opened positions in the relevant account maintenance currency.

The bank is entitled at any time to reject an offer made by the customer. In addition, the bank is entitled to quote – after receipt of the customer's application – a modified price for the CFD/FFD referred to the underlying asset which deviates from the contract price originally quoted by means of the bank's software. This is, for example, admissible at night times or when trading on insolvent markets, if the customer places an order outside the normal trading volume or in order to take a market situation into account which has changed in the meantime. The modified contract price is determined by the bank under the aspects of representativeness, fairness and reasonableness, considering the applicable prices and the costs incurred for a transaction of this volume on the relevant market. The customer is free to accept or reject the modified price of the bank at its discretion.

### 2.4. Customer's offer which deviates from the specifications offered by the bank

If the customer wishes to make an application for a contract which deviates from the specifications offered by the bank (e.g. deviating contract volume), the bank informs the customer whether and on what terms it is prepared to conclude a contract with the customer which corresponds to the customer's offer. The prices

fixed according to point 2.2 above do not apply to deviating contract specifications. It is at the complete discretion of the customer to accept the terms and conditions stated by the bank. The customer is not obliged to maintain applications which are subject to special conditions as notified by the bank.

### 2.5. Validity of orders unlimited in time

An application made without an expressly stipulated period of validity for the conclusion of individual transactions, with the exception of applications in the form of market orders, stop-loss orders, stop-buy orders, trailing stop orders and limit orders, is applicable on the day of filing the application only.

### 2.6. Settlement of accounts

The bank invoices the price of the CFD/FFD transaction to the customer. It is entitled to debit the customer's margin account with the payments and expenses in accordance with the schedule of prices and conditions for CFDs/FFDs.

## 3. Margin account / Requirement of sufficient credit balance

### 3.1. Margin account

For the purpose of furnishing the security stated under point 3.2 below, the customer opens a collateral account („margin account“) with the bank. Except as otherwise provided and subject to other written agreements, the bank is not obliged:

(a) to pay interest to the customer for balances on margin accounts; or

(b) to account to the customer for interest the bank has received for moneys or in connection with any contract.

### 3.2. Security provided by the customer (“margin“)

The customer provides security (“margin“) for the transactions concluded by it. At the beginning of the business relation, the customer transfers the first margin to the margin account kept with the bank (for the purposes of transfer, cf. the current list of correspondent banks included in the bank's schedule of prices and conditions). The margin can be furnished in one or more of the “admissible account currencies“ stated in the schedule of prices and conditions. Other currencies are converted into another account currency, de-

ducting a service charge in Euro or on the customer's request. The amount of the margin furnished by the customer determines its trading margin in accordance with the provisions as to the margin ratio included in the schedule of prices and conditions for CFDs/FFDs ("minimum margin"). In the event of a changed risk situation, i.e. in particular due to political circumstances or if other banks change their margin requirements, the bank is entitled to demand a higher minimum margin. The customer is informed of the adjustment and effective date by electronic means.

- 3.3. The bank keeps in its books the margin accounts held in the name of the customer in the relevant account currency. Each margin account is kept under a separate account reference number. The margin provided by the customer is shown on the account as balance in that currency ("margin balance"). The margin balance is increased or reduced by profits or losses from CFD/FFD transactions ("individual transactions") realized under the respective reference number.

#### 3.4. Calculation of the net margin position

The bank continuously determines that portion of the margin deposited by the customer which has not yet been used for the securitisation of individual transactions ("positive net margin position"). The net margin position results from the difference of

(a) the sum of

(i) the current margin balance kept under this account reference number and

(ii) the sum of the profits from closed out individual transactions kept under one account reference number and realized but not yet transferred to the margin account and converted into the account currency at the current market rate (see schedule of prices and conditions for CFDs/FFDs) and

(iii) the sum of the hypothetic profits from individual transactions not yet closed out by offsetting transactions converted into the account currency at the current market rate and calculated on the basis of the current market rate, less

(b) the sum of

(i) the losses from closed out individual transactions kept under one account reference number and realized but not yet transferred to the margin account and converted into the account currency at the current market rate (see schedule of prices and conditions for CFDs/FFDs) and

(ii) the hypothetic losses from individual transactions not yet closed out by offsetting transactions converted into the account currency at the current market rate and calculated on the basis of the current market rate.

- 3.5. The bank shall at any time show the customer on the trading platform whether and to what extent the net margin position existing under an account reference number is positive, thus allowing further individual transactions, or negative.

- 3.6. The provisions relating to the margin calculation of all the transactions concluded with the bank apply on a cumulative basis, i.e. the margin requirements of the various transactions concluded with the bank are set off. The total margin to be provided by the customer is the sum of all the individual margins to be furnished.

#### 3.7. Sufficient margin balance

At the time of conclusion of a CFD/FFD transaction, the margin account of the customer has to show a positive margin net position which corresponds to at least the **margin percentage x opening quotation of the CFD/FFD concerned x contract volume**. The bank accepts an offer for conclusion of an individual transaction under an account reference number only if the net margin position of the customer under this account reference number is sufficient. The customer is not entitled to a partial execution. The bank informs the customer immediately if the offer is not accepted for lack of sufficient positive margin net position.

- 3.8. As from the time of conclusion of the CFD/FFD transaction and throughout the entire life of the CFD/FFD transaction, the customer is obliged to maintain a margin on the account which corresponds to at least the total value of the **margin percentage x the current contract rate x the contract volume** with regard to all open positions from CFD/FFD transactions and currency transactions on the account. The relevant margin amount on the account is fixed as if the payments due according to these general terms and conditions or other margin requirements of other transactions were continuously calculated and deducted from the account during the day on the basis of the current buying rate or underlying contract rate, depending on the factual position.

3.9. The obligations of the customer resulting from this agreement, i.a. the obligation to maintain the required margin at any time, exist right around the clock, irrespective of the trading times of the bank. Price movements can, for example, lead to an increased margin requirement at any time (unless the transactions are subject to limited trading times), even if the stock exchange relevant for the underlying asset is closed when a CFD/FFD transaction is concluded.

### 3.10. Payment as a result of the customer's passivity

If, in the course of a calendar month, the customer has not logged into the Bank computer via the trading platform, does not have any open individual transactions and did not communicate with the Bank in any other way, the Bank will request the customer to inform the Bank whether he requires the credit balances in his margin accounts in order to secure future individual transactions. If, within two weeks, the customer does not notify the Bank regarding one or more margin accounts, the Bank will transfer the credit balances on the margin accounts, for which no notification was received, to the customer's reference account.

### 3.11. Payment as a result of excess security

Number 3.10. applies for that part of a credit balance in a margin account, for which the credit balance over a period of more than four weeks, exceeds the margin required to secure an open position by more than 150 %.

## 4. Exclusion of actual delivery / Evening up of a CFD/FFD transaction

### 4.1. Exclusion of actual delivery

An actual delivery of the underlying assets of the CFD/FFD transactions is excluded.

### 4.2. Evening up of a CFD/FFD

A CFD/FFD is closed out again, i.e. evened up, on the same day by concluding an offsetting transaction. Evening up is arranged for either by the customer or by the bank as follows:

(a) The customer gives the instruction to even up a CFD/FFD by concluding an offsetting CFD/FFD transaction at the terms and conditions specified by the bank at that time; as a result, the customer takes a long position and a short position of the same underlying asset, i.e. in the case of an existing long position by concluding a CFD/FFD transaction for a short position (and vice versa) of the same amount and for the same underlying asset;

(b) Before a roll-over (cf. point 5 below), the bank evens up a CFD/FFD position or limits the size of the open CFD/FFD positions of the customer for the following special reasons („Evening up by the bank for special reasons“):

(i) The bank is, inter alia, entitled to even up all positions when:

- the bank has reason to suspect that the customer has obtained insider information as defined by section 13 of the German Securities Trading Law (“WpHG”);
- the bank has reason to suspect that the customer violates the rules of the German provisions concerning market abuse;
- a supervisory authority has sent the bank or the customer a corresponding request; the customer fails to pay a margin, deposit or any other amount which is due according to this agreement;
- margin amounts or securities which the bank deems to be open contracts acquired with a margin no longer correspond to the margin requirements of the bank; or
- the customer has not concluded any CFD/FFD or other transactions with the bank for one month despite one or several open positions of a CFD/FFD transaction.

(ii) The bank is entitled to limit the size of the open positions (net or gross) of the customer:

- if any one of the special reasons described under (1) above exists;
- if the bank has good reasons to believe that there are abnormal market conditions; or
- if the bank has good reasons to believe that it is necessary to take such a step in order to safeguard its rights under this agreement.

(c) automatically in the course of the roll-over specified under point 5 below at the closing time of that day on which the contract was made; or

(d) if the customer takes a long and short position with regard to the same underlying, the bank immediately

evens up the long and short CFD/FFD transactions concerned and enters the respective differences between the long or short positions on the customer's account on the following trading day.

#### 4.3. Evening-up terms

Evening up is effected by concluding a spot transaction on the customer's account; as a result, the customer takes a long position and a short position of the same underlying asset, i.e. in the case of an existing long position by concluding a spot transaction for a short position (and vice versa) of the same amount and for the same underlying asset. If the bank arranges for the evening-up, the customer to this end exempts the bank from the restrictions of section 181 German Civil Code.

#### 4.4. In case

(a) the bank should exercise any of its rights to even up a CFD/FFD in accordance with this agreement, or

(b) a CFD/FFD should be evened up either by the customer's order or automatically in accordance with these special conditions,

the bank fixes the underlying contract rates of the two offsetting transactions at the time of evening up in line with the rates presently quoted by the bank. Evening up is effected by offsetting the price of the position taken first, as determined by the bank at the time of conclusion of the offsetting transaction, against the price of the matching open position at that time.

4.5. Payments to be made by the customer or the bank pursuant to point 5.1 below or point 4 on or after the day of evening up are effected by increasing or reducing the account balance as from the next trading day following that trading day (t+2). For the calculation of the current margin obligations and, consequently, of the customer's trading frame, the profits or losses made on a trading day are taken into account from the time of their accrual.

### 5. Roll-Over

5.1. Unless the customer carries out an evening-up transaction itself, the bank closes every CFD/FFD position at closing time (so-called closing trade) and executes a roll-over until the customer effects the evening up itself. The closing trade is conducted at the roll-over price of the respective CFD/FFD, referred to the contract price calculated according to point 5.2 below. The

roll-over price is fixed by the bank based on equitable discretion (s. 315 German Civil Code) in consideration of the market situation (cf. schedule of prices and conditions for CFDs/FFDs) ("roll-over price"). At the same time, the bank opens – on behalf of the customer – a new position corresponding to the initial transaction for the following trading day at the roll-over price which is then reduced by the swap rate authoritative for the CFD/FFD at the closing time of the previous trading day if the swap rate is negative for the initial transaction, or increased if the swap rate is positive for the initial transaction. Closing of the initial transaction and opening of the new individual transaction are generally effected at the above-mentioned prices in the morning of the following trading day. In the case of rarely traded CFDs/FFDs, there may be a deferment.

The trading days, the relevant closing time and the determination of the swap rates are shown in the current schedule of prices and conditions for CFDs/FFDs of the bank. For the purposes of point 5.1, the bank is exempted from the restrictions of s. 181 German Civil Code by the customer.

5.2. For the purposes of roll-over, the bank is obliged to calculate the value of the contract concerned as follows: **Underlying current contract price x contract volume.**

### 6. Charges and taxes

6.1. If commissions, charges or other expenses are expressly mentioned in the schedule of prices and conditions for CFDs/FFDs, which have to be paid to the bank in connection with a contract, the customer is obliged to pay to the bank the commission, charge or other expenses stated in the contract note of such contract on the first business day after conclusion of the contract at the latest.

6.2. The customer bears the turnover and other taxes due for payment and any other expenses incurred by the bank in connection with the contracts made as well as any stamp and other taxes which might possibly be levied on contracts for difference in the future..

6.3. The bank is entitled to deduct or withhold any and all taxes which must be deducted or withheld under the law from payments to or credits in favour of the customer in accordance with this agreement.

## 7. Notifications of the bank

The bank undertakes pursuant to point 12 of the General Standard Terms and Conditions to publish on the trading platform a contract note of every CFD/FFD concluded between the bank and the customer and a separate difference note in the form of an account status after the evening up and value of spot transactions. The individual transactions made during a settlement period (trading day) can be shown together in the account status.

## 8. Automated order execution

### 8.1. Stop-loss order

The customer can agree with the bank to close a position if the price of that position either exceeds or falls below a limit determined by the customer. Such agreement may in particular serve to protect a position taken by the customer against high price losses ("stop-loss order") without assuming a guarantee.

### 8.2. Stop-buy order

The customer can agree with the bank to open a position if the price of that position either exceeds or falls below a limit determined by the customer. Such agreement may in particular serve to take a position in due time in a rising or falling underlying ("stop-buy order") without assuming a guarantee.

### 8.3. Trailing stop order

The customer can agree with the bank to close a position if the price of that position either exceeds or falls below a dynamic limit determined by the customer. This limit can change at a distance specified by the customer, following the current price. Such agreement may in particular serve to protect the profits of a position taken by the customer already realized against price losses without assuming a guarantee..

### 8.4. Limit-Order

The customer can agree with the bank to open or to close a position if the price of that position reaches a limit specified by the customer. Such agreement may in particular serve to await a price level more favourable for the transaction without assuming a guarantee.

### 8.5. Obligation of the bank

As soon as the limit specified by the customer with regard to a stop-loss order or stop-buy order is reached, the bank will automatically take the corresponding matching open position without delay and execute it in accordance with these conditions. The matching open

position is executed at the next available price which may, in the case of stop-loss orders, be below the limit set by the customer and, in the case of stop-buy orders, be above that limit. For the price limit to become effective in the case of a stop-loss order or a stop-buy order, the difference between the limit set by the customer and the current price of the currency has to be at least 10 points upon acceptance of the order.

---

**This document is a translation of the original German document. Only the original German document is legally valid.**