

**General Terms and Conditions
for the Corporate Card of Degussa Bank GmbH, Theodor-Heuss-Allee 74,
60486 Frankfurt, Germany**

1. Scope of Use of the Corporate Card

1.1 Within the credit limit agreed with the company / Degussa Bank, the applicant can use the MasterCard / VISA Card at national or international level in order to
- pay for goods and services at MasterCard or VISA outlets without using cash and
- obtain cash from ATMs and cash points of credit institutions on presentation of appropriate identification documents (cash service). The cardholder shall be informed about the maximum withdrawal amount in a separate document.

1.2 In the event of additional services (e.g. insurances) being connected with the Corporate Card, the cardholder will be informed accordingly in a separate document.

1.3 Where the cardholder does not comply with his payment obligations according to item 7.5, the bank may in individual cases depend the use of the Corporate Card on its prior consent.

1.4 The Corporate Card shall be used for private and business purposes.

1.5 Where the cardholder is no longer entitled to use the Corporate Card, he is obliged to return the card to the bank. If the cardholder fails to do so, the bank is entitled to block the card.

2. Personal Identification Number (PIN)

In order to use ATMs, electronic cash terminals as well as Chip & PIN, the applicant will be provided with a personal identification number (PIN).

3. Authorising Payment Orders

3.1 When using the Corporate Card, the cardholder must

- sign a receipt that contains the card data or
- enter the PIN at ATMs and, if required, at authorised partners and electronic cash terminals or
- provide the requested card data (e.g. via internet or telephone) to authorised partners. In this context, it may be required to use special authorisation procedures offered by Degussa Bank and/or authorised partners.

3.2 Once a payment order has been authorised by the cardholder, it shall be binding and cannot be revoked. Where the transaction is authorised by the PIN or a signature, authorisation shall only be deemed as performed after having provided the PIN/signature.

4. Rejection of Payment Orders by the Bank

4.1 Degussa Bank is entitled to reject a payment order if

- the cardholder has not authorised the order in accordance with item 3,
- the payment order is not within the scope of the applicable credit limit or the credit balance or
- the card is blocked.

In this event, the cardholder will be informed accordingly via the terminal at which the Corporate Card is being used.

5. Credit Limit

5.1 With the Corporate Card, the applicant shall be granted a credit limit. Using the card shall only be permissible within the scope of the granted and communicated credit limit. The cardholder may only use the Corporate Card up to the amount on his Corporate Card account or within the credit limit granted by the bank.

5.2 On joint agreement of the cardholder and the bank, the credit limit may be increased. Where the employer of the cardholder has declared with legally binding effect to the bank to assume responsibility for any liabilities that result from using the Corporate Card, increasing the credit limit shall also be subject to the prior consent of the employer of the cardholder. Where the bank permits to exceed the agreed credit limit for individual Corporate Card transactions, any such exceeding of the credit line shall not lead to the increase of the credit line granted but shall be subject to the expectation that by the time the transaction becomes due, the cardholder's account holds enough funds so that he can settle the amount of the outstanding balance.

5.3 Where the overall credit limit granted by the company is exceeded, it shall no longer be possible to carry out any further transactions.

6. The Cardholder's Duty of Care and Attention

6.1 Signature

After receipt of the Corporate Card, the applicant shall immediately sign on the signature panel.

6.2 Safe storage of the Corporate Card

The Corporate Card shall be kept in safe custody in order to prevent the card from loss or fraudulent use. In particular, the card shall not be left unattended in motor vehicles. Any person in possession of the Corporate Card may make fraudulent payments.

6.3 Keeping the Personal Identification Number (PIN) Confidential

The cardholder shall keep his personal identification number (PIN) strictly confidential and shall not divulge the same to any other person. He must not write down the PIN on his Corporate Card or store it somewhere, even if encrypted. Any person that has got hold of the cardholder's PIN and the Corporate Card, may access the cardholder's account (e.g. to conduct unauthorised transfers).

6.4 The Cardholder's Duty to Inform and Report

In the event of loss, theft, fraudulent or unauthorised use of his Corporate Card, card data or PIN, the cardholder is obliged to immediately inform the bank or the card service of Degussa Bank (+49 (0)69 / 3600 – 2345, 24h hotline) in order to have the card blocked. The cardholder shall immediately report any theft or fraudulent use to the police.

7. Payment Obligation of the Cardholder

7.1 For the duration of contract, the bank shall be irrevocably entitled to settle any claims of acceptance locations that are caused by the use of the Corporate Card on account of the cardholder. This shall not apply where it is obvious to the bank that there is no actual or legal reason for filing a claim. In this case, the cardholder shall reimburse the bank for all payments rendered.

7.2 The individual claims of payment of the bank as well as incoming payments will be invoiced to the credit card account on a monthly basis (current account according to § 355 German Commercial Code, "Handelsgesetzbuch", HGB). The credit card account shall be kept in EUR. A statement on the respective account balance shall be sent to the cardholder. The cardholder shall only receive a monthly balance notification / credit card statement in case a respective transaction volume has been generated. If agreed accordingly, the cardholder may access the statement via online banking and/or internet.

7.3 In the framework of the agreed credit period, the individual monthly balance will be debited to the current account of the applicant. The monthly balance shall be paid off within the payment period stated on the application.

7.4 Where the cardholder fails to pay within the contractual payment term, he shall pay default interests of 5 % per annum above the basic interest rate (pursuant to §§ 288, clause 1 German Civil Code, "Bürgerliches Gesetzbuch", BGB) (§497 BGB) unless the cardholder does not provide proof of a smaller loss or the bank provides proof of a greater loss.

7.5 Where the cardholder is in default, the bank may refuse to give its consent according to item 1, sub-paragraph 3.

8. Obligation to Check Statements of Account and File Claims

8.1 The cardholder shall check that all information provided in monthly statements of account, balance notifications or any other statements is true, correct and complete; in case of claims, the cardholder shall immediately notify the bank, however no later than 6 weeks of receipt of such documents. If the cardholder files claims in writing,

date of despatch of such claims shall be within 6 weeks of time. Where the cardholder files claims with regard to individual transactions, any corresponding statements of account, balance notifications or any other statements shall be made available to the bank.

8.2 Where the cardholder does not file his claims in time, statements of account, balance notifications or any other statements shall be deemed as accepted. With regard to statements of account, balance notifications or any other statements, the bank shall explicitly inform the cardholder about the consequences of failure to file claims. After lapse of time, the cardholder is entitled to request a correction of statements of account, balance notifications or any other statements but shall however provide proof of the discrepancies claimed.

8.3 Where the cardholder culpably fails to file claims in time with regard to the correctness and/or completeness of monthly statements of account, balance notifications or any other statements, the cardholder shall be liable for any damage that thereby occurs to the bank.

9. Foreign Currency Conversion

Invoicing shall be in Euro. Transactions conducted in other currencies shall be converted at the internationally fixed exchange rates of MasterCard / VISA International. These rates correspond to the international currency markets of the respective day and place of settlement (stock exchange). Changes to these rates will directly take effect without any prior notice. The effective date shall be the date, the authorised partner deposits the transaction for settlement.

10. Claims and Complaints

Complaints, objections and claims in connection with the contractual relationship between the acceptance location and the cardholder shall be reconciled directly between the cardholder and the acceptance location. Such complaints and claims shall not affect the payment obligations of the cardholder according to item 7 of these terms and conditions. The applicant shall review the statements of account and any other statements for correctness and completeness and shall immediately file any possible claims.

11. Liability of the Cardholder for Unauthorised Card Transactions

11.1 Liability until Blocking Notification

(1) In case of loss, theft or unauthorised use of the card, the cardholder shall assume liability up to a maximum amount of 50 Euro for any losses arising up to the time of the card blocking notification; in this case it shall not be relevant whether the cardholder is responsible for the card being lost or stolen.

(2) In the event that unauthorised card transactions are conducted without the card or PIN being lost or stolen prior to the card blocking notification, the cardholder shall assume liability for any losses arising thereof up to a maximum amount of 50 Euro if the cardholder has culpably caused such fraudulent use by failing to keep safe custody of the card or the PIN.

(3) The cardholder is not obliged to provide compensation for the damage according to sub-paragraphs 1 and 2 if he was unable to submit the blocking notification because the bank did not provide the option to submit such notification and the loss had arisen as a consequence thereof.

(4) In case of unauthorised card transactions prior to the card blocking notification, where the cardholder has intentionally or in gross negligence breached his duty of care and attention according to these terms and conditions, the cardholder shall assume full liability with respect to any losses incurred as a consequence thereof. Gross negligence of the cardholder may especially apply where

- he has culpably not immediately notified the bank or a MasterCard/VISA Card representative office about the loss, theft or fraudulent use,
- the personal identification number was written down on the card or was stored together with the card or
- the personal identification number was disclosed to another person.

Liability for the damage that is caused within the time period shall be limited to the applicable monthly credit limit specified for the card.

- Degussa Bank shall be liable for any damage that was caused by a violation of duty of the bank; in this event, the bank assumes liability for the damage caused to the extent of contributory negligence.

11.2 Liability after Blocking Notification

As soon as the bank or the MasterCard/VISA Card representative office were informed about the loss, theft, fraudulent use of the card or the unauthorised use of the card or PIN, the bank shall assume responsibility for all damage that is connected to the unauthorised card transactions. If the cardholder acts with intent to defraud, the cardholder shall also be liable for all damage that occurs after the blocking notification.

12. The Cardholder's Claim for Reimbursement and Compensation

12.1 Reimbursement for unauthorised transactions

In the event of unauthorised card transactions, the bank has no right to claim any reimbursement for their expenses. The bank is obliged to immediately reimburse the entire amount to the cardholder. Where the amount was debited to the settlement account, the bank will provide a corresponding refund, providing a full reimbursement for all unauthorised card transactions.

12.2 Reimbursement for Authorised Card Transactions that are not Executed or that are Executed Incorrectly

(1) In the event of non-execution or incorrect execution of an authorised card transaction, the cardholder may request the bank to immediately provide reimbursement for the full amount. Where the amount was debited to the settlement account, the bank will give a corresponding refund, providing a reimbursement to ensure that the account holds the same amount that it would hold without the card transactions that were not executed or that were executed incorrectly.

(2) In addition to sub-paragraph 1, the cardholder may request the bank to provide reimbursement for any fees and interests that were invoiced or debited to the account in connection with the authorised card transactions that were not executed or that were executed incorrectly.

(3) Where an authorised card transaction was not executed or was executed incorrectly, the bank may track the card transaction at the cardholder's request and subsequently provide corresponding information to the cardholder.

12.3 Claim for Damages of the Cardholder

In the event of an unauthorised card transaction or in case of a card transaction that was not executed or that was executed incorrectly, the cardholder may claim damage from the bank for losses that are not already covered by 12.1 and 12.2. This does not apply where the bank is not responsible for the breach of duty. In this context, the bank has to assume responsibility for any liabilities of interim bodies, unless the interim body specified by the cardholder is the reason for the damage. Where the cardholder has contributed to culpably causing the damage, the principles of contributory negligence shall determine the scope of liability of the bank and the cardholder. The liability according to 12.3 shall be limited to 12,500 Euro per card transaction. This limitation of liability shall not apply

- for unauthorised card transactions,
- in the event of intent or gross negligence on the part of the bank,
- for risks that the bank has specifically assumed responsibility for and
- for any interest loss occurred to the cardholder, if the cardholder is the consumer.

12.4 Exclusion of Objections

The cardholder may only file claims or objections in accordance with 12.1 to 12.3 if the bank has been notified within 13 months of the debiting of the amount to the settlement account. Where the settlement account is a corporate account, these claims and objections may only be filed by the company within a period of eight weeks. This period shall only begin where the bank has notified the cardholder within one month of the debiting about the debiting of the account in accordance with the agreed account information procedure; otherwise the day of notifying about

the credit card statement shall apply. After the period has expired, the cardholder may file any claims and objections in accordance with 12.1 to 12.3 if he proves that he was unable to meet the deadline and that he is not responsible therefor.

13. Claims for Payment Transactions Authorised by Authorised Partners

In case of a card transaction carried out by the authorised partner of Degussa Bank, the cardholder may claim reimbursement for the payment amount debited to his private account as settlement account if

- the exact amount was not stated when the transaction was authorised and
- the payment amount exceeds the amount that the cardholder could have expected according to his previous spending behaviour, the conditions of the credit card agreement and the respective, individual transactions; any reasons in connection with a possible currency exchange shall not be considered if the agreed exchange rate was taken as a basis.

The cardholder must provide information to the bank about the facts that form the basis of his claim. The claim of the cardholder shall be excluded where he does not submit the claim within eight weeks of having received the credit card statement with the corresponding debit amount.

14. Property and Validity

The property of the Corporate Card remains with the bank. It shall not be transferable and shall only be valid for the period stated on the card. Where the cardholder is no longer entitled to use the card (e.g. where the cardholder ceases to work for the company), the cardholder shall immediately return the Corporate Card to Degussa Bank. Degussa Bank reserves the right to replace the card with a new one at any time. This shall not cause any costs for the applicant.

15. Termination

15.1 This agreement shall remain in force for an indeterminate period. This contract may be terminated in writing by the cardholder with a two months notice by the end of the month. The bank shall consider the legitimate interest of the cardholder when exercising its right of termination. The termination of the cardholder shall only become effective by returning the Corporate Card.

15.2 On effective termination, all outstanding payments shall be immediately made to the bank. Interest shall only be charged on a debit balance according to item 7.4.

15.3 Where the framework agreement between the company and Degussa Bank is terminated, the credit card agreements shall be terminated at the time of terminating the framework agreement. Where the bank has terminated the agreement, Degussa Bank shall inform the cardholders accordingly.

15.4 Degussa Bank may terminate the credit card agreement without notice for good cause where one of the parties considers the continuation of the business relation unacceptable. Such good cause shall especially apply where the company has made incorrect statements regarding its assets or where there is or is about to be a significant deterioration in the company's financial situation which gives rise to serious doubts concerning the company's creditworthiness.

15.5 Where the cardholder ceases to work for the company, Degussa Bank is entitled to terminate the credit card agreement without notice.

15.6 With the termination coming into effect, the Corporate Card may no longer be used. The card shall immediately be returned to Degussa Bank.

16. Revoking and Blocking the Corporate Card

The bank may block the Corporate Card and arrange for it to be revoked where

- the bank is entitled to terminate the credit card agreement for good cause,
- this is justified by good cause related to the security of the Corporate Card or
- the bank suspects unauthorised or fraudulent use of the Corporate Card.

The bank will inform the cardholder about the blockage by stating reasons, if possible prior to or at the latest immediately after having blocked the card. The bank will lift the blocking of the Corporate Card or will replace it by a new Corporate Card if the reasons for the blocking become void. In this case too, the bank shall immediately inform the cardholder.

17. Charges

17.1 The charges that are to be borne by the cardholder are displayed in the bank's list of prices and services.

17.2 Any changes to these charges are introduced to the cardholder in writing at least two months prior to the changes coming into effect. Where the cardholder has agreed on an alternative communication channel (e.g. online banking) within the framework of the business relationship, notification about any changes may also be provided through the agreed alternative communication channel. The changes shall be deemed as accepted unless the cardholder gives notice prior to the changes taking effect. The bank shall explicitly draw the cardholder's attention to this right prior to the announcement.

17.3 Where the cardholder is informed about changes to the charges, he may terminate the credit card agreement free of charge without notice. The bank will explicitly draw the cardholder's attention to this right of termination when notifying about the changes.

17.4 For charges and any changes of charges with regard to payments of cardholders that are no consumers, item 12, paragraphs 2 to 6 of the General Terms and Conditions shall apply.

17.5 Additional service charges may apply for using the Corporate Card. At present, the charges are:

- for using the card abroad (outside of the EUR currency area): 1% of the transaction (cash/cashless),
- for cash withdrawals at an ATM (for each withdrawal): 2% of the withdrawal amount, a minimum of 5 Euro,
- for cash withdrawals over the counter (for each withdrawal): 3% of the withdrawal amount, a minimum of 5 Euro.

17.6 In line with the framework agreement with the company, the bank collects an annual fee in accordance with § 315 German Civil Code ("Bürgerliches Gesetzbuch", BGB) for providing the Corporate Card. The annual fee will either be debited directly to the Corporate Card account of the cardholder or by means of the company.

18. Changes to the Conditions of Contract

The bank may change or amend these conditions of contract. In such case, the bank will provide notification in writing of any changes or amendments to these conditions of contract at least two months prior to the changes coming into effect. Where the cardholder has agreed on an alternative communication channel (e.g. online banking), notification about any changes may also be provided through the alternative communication channel. The changes shall be deemed as accepted unless the cardholder gives notice prior to the changes becoming effective. The bank shall explicitly draw the cardholder's attention to this fact prior to the announcement.

Where changes are introduced to the cardholder, he may terminate the contract free of charge without notice. The bank shall explicitly draw the attention to this right of termination when providing notification about changes.

19. Data Protection / Right to Object

The data collected in the application shall be gathered, processed and used by the bank in accordance with the regulations of the Federal Data Protection Act ("Bundesdatenschutzgesetz", BDSG) and shall in particular apply for the purpose of reviewing the application, verifying the identity and performing the contractual relationship.

On written request, the bank will provide you with further information about the procedure applied by the bank to assess the creditworthiness of applicants (credit scoring). You may at any time object to the collection and processing of your data for marketing, statistical and product information purposes.

20. Calling in Third Parties

In the framework of the credit card agreement, the bank is entitled to call in third parties in order to carry out any services that are to be performed by the bank or that

are to be rendered by the cardholder; in this context, the bank is entitled to transfer any required data in accordance with the Federal Data Protection Act ("Bundesdatenschutzgesetz", BDSG).

21. Extrajudicial Settlement and Further Complaint Options

In order to compose any differences with the bank, the cardholder shall approach the arbitration office stated in the list of prices and services.

22. Final Provisions

22.1 The bank shall not guarantee that additional services that are free of charge and that are connected with the Corporate Card but that are not part of this agreement (e.g. connected insurance services) are available for the entire duration of contract. The bank reserves the right to redesign or delete such additional services without replacement by providing a reimbursement for an appropriate share of the annual fee.

22.2 This agreement shall be governed by German law. Place of performance shall be Frankfurt am Main, Germany. In addition, the General Terms and Conditions of Degussa Bank GmbH shall apply.

22.3 Where the cooperation agreement with the company stipulates deviating terms of contract in favour of the employee, the terms of contract of the cooperation agreement shall prevail.

Consent to Obtain a Bank Reference

Until cancelled, I authorise my bank to make information available to Degussa Bank GmbH so that Degussa Bank GmbH may obtain any information from my bank or credit agencies that is necessary for concluding and continuing the Corporate Card agreement. For the purpose of ascertaining my current address, I also authorise Degussa Bank GmbH to make corresponding inquiries to my employer. When making such inquiries, Degussa Bank GmbH may only collect personal data that was previously provided by me. Where Degussa Bank GmbH is entitled to collect data, I consent to the storing of any data related to myself.

Consent to the Transfer of Data to Schufa

I/we consent that Degussa Bank GmbH may transfer data to Schufa Holding AG, Kormoranweg 5, 65201 Wiesbaden regarding the application, acceptance and termination of this Corporate Card agreement. Regardless of this, Degussa Bank GmbH will also inform Schufa regarding behaviour not in accordance with the contract (e.g. amount of debt after account termination, fraudulent use of the Corporate Card). In accordance with the German Federal Data Protection Act ("Bundesdatenschutzgesetz", BDSG), these notifications may only be made providing this is permitted after having assessed all relevant interests. Thus, I/we hereby release the bank from its obligation to maintain banking secrecy. Schufa stores and transfers the data to its contract partners in the European Single Market in order to provide them with this information for assessing the creditworthiness of natural persons. Schufa's contract partners are primarily banks and credit card and leasing companies. In addition, Schufa provides information to trading companies, telecommunications companies and other companies that grant goods and services in exchange for credit. Schufa provides personal information only if legitimate interest in it was presented in a credible way in each case. Schufa provides address data for determining debtors. When providing information, Schufa can also inform its contract partners regarding a probability value calculated from its data portfolio on the assessment of the credit risk (score method). I/we may obtain information from Schufa on data stored relating to me/us. A data sheet summarises further information on the Schufa information and score methods, which can be obtained on request. Schufa's address is: SCHUFA Holding AG, Customer Service, Postbox 5640, 30056 Hanover, Germany.

Transfer of Data to Credit Agencies

I/we consent that Degussa Bank GmbH may exchange data with credit agencies for the purpose of a detailed credit check. Regardless of this, Degussa Bank GmbH will inform the credit agencies regarding behaviour not in accordance with the contract (e.g. amount of debt after account termination, fraudulent use of the Corporate Card). In accordance with the German Federal Data Protection Act ("Bundesdatenschutzgesetz", BDSG), data may only be transferred provided that this is permitted after having assessed all relevant interests. Thus, I/we hereby release the bank from its obligation to maintain banking secrecy. The credit agencies store and transfer data to its contract partners in the European Single Market in order to provide them with this information for assessing the creditworthiness of natural persons. Contract partners of credit agencies are primarily banks and credit card and leasing companies. In addition, credit agencies provide information to trading companies, telecommunications companies and other companies that grant goods and services in exchange for credit. The credit agencies provide personal information only if legitimate interest in it was presented in a credible way in each case. Credit agencies provide address data for determining debtors. When providing information, credit agencies may also inform their contract partners regarding a probability value calculated from its data portfolio on the assessment of the credit risk (score method). I/we may obtain information from credit agencies on data stored relating to me/us. In the event of a change of residence, I/we consent that the aforementioned credit agencies may transfer collected data to the respective credit agency.

Privacy Statement

Degussa Bank recognises the importance of your privacy. Personal data that you provide will be collected and processed for marketing purposes. You may at any time object to the collection and processing.