

Deposit/Account number: \_\_\_\_\_

**BAADER**

**Baader Bank Aktiengesellschaft**  
Weihenstephaner Strasse 4  
85716 Unterschleissheim  
Germany  
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F +4989 5150 2442  
service@baaderbank.de  
https://www.baaderbank.de

Please return duly signed to:

**Baader Bank Aktiengesellschaft**  
Client Service Group  
Weihenstephaner Strasse 4  
85716 Unterschleissheim  
Germany

\* Free telephone number from international and national landlines. Costs may be incurred for calls from other networks.

## Deposit/Account power of attorney for an individual

With the power of attorney below (hereinafter the "power of attorney"), the representatives listed under Point 2 (the "representatives") have authorisation for the actions below.

The Bank combines client's accounts and deposits into one portfolio (each a "portfolio"). One or more portfolios are in turn assigned to a client reference number.

The power of attorney is granted for the client reference number and applies to all my/our existing and future deposits/accounts under the client reference number to be opened.

We request that you return the signed original of the power of attorney to the address above.

### 1. Deposit/Account holder(s)

#### First deposit/account holder

Ms  Mr Title: \_\_\_\_\_  
Forename: \_\_\_\_\_  
Surname: \_\_\_\_\_

Street/no.: \_\_\_\_\_  
Additional address: \_\_\_\_\_  
Postcode: \_\_\_\_\_ Place: \_\_\_\_\_  
Country: \_\_\_\_\_

#### Second deposit/account holder

Ms  Mr Title: \_\_\_\_\_  
Forename: \_\_\_\_\_  
Surname: \_\_\_\_\_

Street/no.: \_\_\_\_\_  
Additional address: \_\_\_\_\_  
Postcode: \_\_\_\_\_ Place: \_\_\_\_\_  
Country: \_\_\_\_\_

### 2. Empowerment

I/We hereby authorise

Ms  Mr Title: \_\_\_\_\_  
Forename: \_\_\_\_\_  
Surname: \_\_\_\_\_  
Date of birth: \_\_\_\_\_  
Place of birth: \_\_\_\_\_  
Street/no.: \_\_\_\_\_  
Postcode: \_\_\_\_\_ Place: \_\_\_\_\_  
Country: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Nationalities: \_\_\_\_\_  
TIN<sup>12</sup>: \_\_\_\_\_

to represent me/us in commercial transactions with the Bank in the scope indicated above.

<sup>1</sup> Taxpayer Identification Number

<sup>2</sup> Since 1 January 2018 it has also been mandatory to quote the tax identification number if it has been supplied by the Federal Central Tax Office (Bundeszentralamt für Steuern; BZSt). Your eleven-digit German tax identification number (TIN) can be found for example on your income tax assessment. If you do not have the number available, you hereby instruct us to request it for you from the competent authority.

### 3. Scope of the empowerment

The power of attorney authorises the Bank to conduct all transactions which are directly related to this power of attorney.

**The power of attorney covers the following actions in particular:**

- Access to relevant credit balances, e.g. by bank transfer
- Availment of credit granted
- Use of potential temporary account overdrafts in the usual amount
- Buying and selling of securities and foreign currency as well as the possibility of requesting delivery to the representative
- Acceptance and recognition of statements, account statements, securities, custody and earnings statements, as well as other statements and notifications

**The power of attorney does NOT cover the following actions:**

- Opening of additional deposits/accounts under this client reference number or one other than that specified above,
- Conclusion or amendment of credit agreements,
- Conclusion of options transactions,
- Creation or withdrawal of collateral,
- Receipt of account and credit terminations,
- Granting substitute powers of attorney.

### 4. Closing of deposits/accounts

The representative is only authorised to close deposits/accounts after the death of the deposits/account holder. In the case of several deposits/account holders, this authorisation is only valid after the death of all deposits/account holders.

### 5. Validity of the power of attorney

The power of attorney may be revoked at any time by contacting the Bank or the representative. If the deposit/account holder(s) revoke(s) the power of attorney granted to the representative, (s)he/they must notify the bank about this immediately in text form. In the case of several deposit/account holders, the revocation of the power of attorney by one deposit/account holder results in termination of the power of attorney.

The power of attorney does not extinguish with the death of the deposit/account holder(s); it remains in force for the heirs of each deceased deposit/account holder. Should one of several co-heirs revoke the power of attorney, the representative can only continue to represent the co-heirs who did not revoke his/her power of attorney. In this case, the representative can only still make use of the power of attorney together with the revoking party. The Bank can demand that the revoking party identifies himself/herself as an heir.

### 6. Electronic access media

The use of electronic access media, e.g. telephone banking or online banking, by the representatives requires a separate agreement to be concluded between the Bank and the deposit/account holder(s).

### 7. Individual bank commercial relationships and commercial principles

#### 7.1 Fees

The "Schedule of prices and services" of the Bank applies to the fees raised by the Bank.

#### 7.2 Account agreement, billing period, account/deposit communication, annual tax certificate, exercising of voting rights

According to par. 7.1 of the "General Terms of Business", the Bank shall regularly provide each client with an account balancing statement. The Bank does not create any individual tax certificates, merely an annual tax certificate. The Bank does not exercise any voting rights for clients.

#### 7.3 Approval for the use of electronic media for exchanging information

**I/We declare I/we understand that all information required of me/us and bank post, i.e. account and deposit excerpts, account balancing statements, account statements, receipts and other communications are transferred to permanent data carriers other than as paper.** Should the law strictly require paper or text form, such a requirement remains unaffected. In particular, I/We declare I/we understand that the information and documents in the Bank web portal (<https://konto.baaderbank.de>) are available free of charge in a separate client P.O. box. I am/We are aware that there is no additional notification by the Bank regarding newly received communications (e.g. by email). I/We will therefore regularly check the P.O. box, at intervals of at least one month, for newly received communications. In addition, the "Conditions governing the use of the Bank's web portal" apply.

#### 7.4 Exclusion of investment advice

**Within the framework of this deposit/account, the Bank fundamentally only executes orders in securities (so-called execution-only service) and does not provide any securities investment advice. There is therefore no test pursuant to Section 63 (10) of the German Securities Trading Act (Wertpapierhandelsgesetz; WpHG) and the Delegated Regulation (EU) 2017/565 as to whether the transactions I/we planned or performed are suitable by the Bank pursuant to Section 63 (11) of the German Securities Trading Act (Wertpapierhandelsgesetz; WpHG).**

The Bank's legal obligations to provide clarification remain unaffected. If the Bank provides the client with sufficient information on the obligations to provide clarification of the German Securities Trading Act (e.g. market commentaries, analyses, etc.), this is not investment advice. If the Bank receives orders to execute securities transactions by the client, this is also not investment advice.

#### 7.5 Collection, processing and use of data

It has been pointed out that the Bank and other Baader group affiliates also automatically collect, process and use my/our data as part of commencing, managing and maintaining the business relationship.

#### 7.6 Recording of telephone conversations and electronic communication

**I/We therefore agree to my/our telephone conversations and electronic communication with the Bank being recorded and saved for the purposes of documentation and the constant optimisation of the quality of service the Bank offers. Subject to legal regulations, I/we can at any time refuse the recording of my/our telephone conversations with the Bank.**

I/We agree with the recording of my/our telephone conversations.

### 7.7 Conditions governing the execution of orders

The client wishes to transfer orders (e.g. transfers, account transfers, other orders) to the Bank electronically (by fax or as a scanned order per email). I/We hereby declare that I am/we are aware of the possibility of abuse when transferring orders/instructions placed electronically, e.g. forgery and falsification through shadeless copying, forging signatures and or changes on the original receipt and delays due to possible technical problems. I/We must ensure that no transfer errors, misunderstandings, abuse or other errors arise in my/our area of responsibility in the case of an electronically transferred order. The Bank is unable to verify electronically transferred orders for their accuracy and compliance with the original.

Notwithstanding this, I/we request the Bank to accept orders/instructions placed electronically in application of the "Conditions governing the execution of orders", the "Conditions governing the use of the Bank's web portal" and the "Conditions governing the use of an electronic trading platform of the Bank".

### 7.8 Client waiver to publication of the contributions of third parties to the Bank (retention agreement)

Before the conclusion of the contract, as a component of the "Information for Clients concerning Business with the Bank (without trading in futures transactions)", information on the contributions received and granted has been provided to me/us ("General information for clients concerning received payments" and information on "Dealing with conflicts of interest at the Bank"). In particular, this includes information about the type and amount of the third-party contributions granted to the Bank. **By signing this order, I/we agree, in deviation of Sections 675 and 667 of the German Civil Code (Bürgerliches Gesetzbuch; BGB), that the Bank may retain any contributions it receives from third parties. The Bank retains commissions only to the extent as permissible under supervisory law, i.e. in particular not for financial portfolio management.**

### 7.9 Joint accounts with individual right of disposal (alternative account)

Every deposit/account holder may access the deposit account without the cooperation of the other and make all agreements in connection with managing the deposit account charged to the deposit account. The "Conditions for a joint deposit/account for retail clients" further apply.

### 7.10 Classification as a retail client

The Bank classifies natural persons generally as retail clients in terms of Section 67 (3) of the German Securities Trading Act (Wertpapierhandelsgesetz; WpHG). If a different classification is desired, the form "Client classification as Professional Client" must be attached which can be found at <https://www.baaderbank.de/Customer-Service/Legal-Documents-Baader-Bank-256>.

### 7.11 Order execution outside of a regulated market or multi-lateral trading system, limited client orders

I/We hereby confirm that the Bank orders may also be executed offmarket outside of a regulated market or a multi-lateral trading system. In those cases in which limited client orders in shares, admitted for trading on an organized market or traded on a trading venue, cannot be executed immediately due to market conditions, the bank is not obliged to publish these orders with the associated limit. Unless otherwise instructed by the client, the bank will always forward client orders immediately after receipt and verification to a MiFID II trading venue, which complies with the requirements of Article 70 (1) of Delegated Regulation (EU) 2017/565. In this respect, the disclosure requirement is fulfilled.

### 7.12 Foreign tax reporting

For non-resident tax payers, the bank prepares country-specific tax reporting within the scope of what is legally and technically possible. The underlying prices for the possible countries can be found in the "Schedule of prices and services".

### 7.13 Inclusion of additional terms and conditions and business principles

The terms and conditions contained in the „Information for Clients concerning Business with the Bank (without trading in futures transactions)“ are essential for the business relationship between the Bank and the client. In addition, "Conditions for a joint deposit/account for retail clients", the "Information relating to distance or off premises sales incl. revocation instruction", the "Basic information on securities and other capital investments", the "Schedule of prices and services" and the "Information sheet on deposit protection" apply.

## 8. Notes for the representatives

The Bank is legally obligated to record the name and address of the authorised representative; it will therefore store this data. The representative acknowledges this.

## 9. Receipt

The deposit/account holder(s) confirm(s) with his/her/their signature(s) that he/she/they has/have received the following documents on a permanent data carrier (e.g. as a PDF attachment, by email or in the form of a CD-ROM) for his/her/their documents:

1. Information for Clients concerning Business with the Bank (without trading in futures transactions);
2. Conditions for a joint deposit/account for retail clients;
3. Precontractual information for contracts negotiated away from business premises and distance selling agreements on financial services incl. revocation instruction;
4. Basic information on securities and further capital investments;
5. Schedule of prices and services;
6. Information sheet on deposit protection.

The aforementioned terms and conditions and business principles of the Bank (with the exception of the "Basic information on securities and further capital investments") can also be viewed online at <https://www.baaderbank.de/Customer-Service/Document-center-start-378> which can also be sent at a later date by email upon request of the client.

**10. Signature**

Place, date: \_\_\_\_\_

**x**

Signature of first deposit/account holder

Place, date: \_\_\_\_\_

**x**

If applicable, signature of second deposit/account holder

**11. Notes for the representatives**

The Bank is legally obligated to record the name and address and, based on the risk involved, further identity data of the authorised representative; it will therefore store this data<sup>3</sup>.

Place, date: \_\_\_\_\_

**x**

Signature of the representative

**For internal use by the Bank**

Granting of the power of attorney: the principal's signature being executed in my presence. the principal acknowledging the previously executed signature to me.  The representative confirmed receipt of the power of attorney by means of a registered letter with return receipt with his/her own signature; return receipt received on _____, confirmed by means of PostIdent procedure.  The signature was checked.  Date _____	Identification check of the representatives Piece of identification (type of document, no., issued by/on, valid until):  By PostIdent Other form of ID check:  Signature of advisor _____
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Processing information \_\_\_\_\_

<sup>3</sup> As of 1 January 2018, the first name, last name, address of residence, date and place of birth, and nationality/nationalities must always be recorded.