



Deutsche Bank Equity Plan Terms of Use

This website is provided by Deutsche Bank International Limited on its own behalf and on behalf of any members of the Deutsche Bank Group of companies from time to time (together “Deutsche Bank”) which may be responsible for the website’s content and any of the goods and services (including financial instruments) provided through it (together “the Website”).

Where you (“The Client”) use this Website you agree to the following terms of use (“Website Terms”).

1. Access Obligations

- (a) The Website is password protected and the Client will be assigned Client verification data which may include Client names, passwords, smartcards, secure ID tokens, tokens, security slips and cryptographic keys (“Client Verification Data”) to permit access to and use of the Website.
- (b) The Client agrees and will procure that The Client Verification Data will be kept strictly confidential.
- (c) The Client will not interrupt or attempt to interrupt or impair the operation of the Website in any way.
- (d) Access to the Website from any location or jurisdiction other than the locations and jurisdictions (if any) designated at the time of assignment of the relevant Client Verification Data or as otherwise agreed with Deutsche Bank from time to time is prohibited.
- (e) The Client is responsible for all uses of Client Verification Data and for any acts or omissions during such use (including without limitation the entry into any Instructions).
- (f) The Client will promptly notify Deutsche Bank: (i) of any loss or theft of Client Verification Data; (ii) if it believes the confidentiality of any Client Verification Data has been compromised; and (iii) of any actual or threatened unauthorised use of Client Verification Data or the Website.
- (g) The Client will comply with any security procedures specified by Deutsche Bank and, if access to the Website is through a third party server, any security procedures specified by that third party;
- (h) The Client shall be solely responsible for providing and maintaining any equipment and software and for making all appropriate arrangements with any telecommunications suppliers or, where access to the Website is provided through a third party server, any such third party, necessary in order to obtain access to the Website. Deutsche Bank makes no representation or warranty as to the suitability or otherwise of any such equipment, software or arrangements.
- (i) The Client will not use, or allow the use of, the Website in contravention of any laws, regulations or rules of any regulatory authorities to which the Client is subject.

2. Grant of Rights and Access to Website

- (a) Deutsche Bank grants the Client a revocable, non-exclusive, non-transferable, limited right to access, use and display the Website in accordance with these Website Terms.
- (b) Deutsche Bank may change, suspend, terminate, restrict or discontinue the Website (or any part) or any goods, services, information, features or functions accessible by means of the Website at any time without notice or liability.
- (c) The Client acknowledges that the Website may contain audit software.



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3. Intellectual Property Rights

- (a) The Website may incorporate third party data, text, images, software, multi-media materials and other content ("Third Party Content") and references to the term "Website" shall be taken to include Third Party Content.
- (b) The Website is protected by copyright, database rights and other intellectual property rights. The Client acknowledges that Deutsche Bank and/or its third party suppliers retain all right, title and interest in and to the Website. Use of the Website does not confer any ownership rights in the Website.
- (c) All data, text, images, software, multi-media materials and other content provided by The Client to Deutsche Bank via the Website ("Contributions") shall become the property of Deutsche Bank. The Client assigns with full title guarantee all rights, title and interest (including copyright, database and other intellectual property rights) in and to the contributions to Deutsche Bank and agrees to do all acts necessary to perfect and maintain Deutsche Bank's title in Contributions. Except where expressly provided to the contrary or as otherwise required by law Deutsche Bank shall not be subject to any obligations of confidentiality regarding Contributions.
- (d) Except as otherwise specifically agreed in writing, the Client shall not: (i) copy the Website (except to make backup copies solely for disaster recovery purposes); (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit the Website; (iii) or embed the Website into other products; (iv) use the Website in any timesharing arrangement; (v) create function calls or other embedded links from any software program to the Website; (vi) remove or obscure any copyright notice of Deutsche Bank or any of its suppliers; (vii) use any trademarks, service marks, domain names, logos, or other identifiers of Deutsche Bank or any Third Party Suppliers or (viii) save to the extent permitted under by law, reverse engineer, decompile, disassemble, or access the source code of the Website.
- (e) Use of the Website may require the distribution of cryptographic technology which is subject to export controls or restrictions. The Client will not re-distribute or re-export such cryptographic technology without: (i) the prior written consent of Deutsche Bank; (ii) the Client's compliance with all applicable export laws; and (iii) the Client's compliance with the laws of the country of destination or use.

4. No Advice or Recommendations

Except as otherwise specifically agreed in writing or as provided in any other terms and conditions applicable to transactions conducted between the Client and Deutsche Bank through the Website:

(i) nothing on this Website is an offer which can be accepted by the Client so as to create contractual obligations without further action by Deutsche Bank; (ii) Deutsche Bank provides no advice with respect to the use of the Website (including, without limitation, regarding the execution of transactions or any legal, tax or accounting advice or advice regarding the suitability or profitability of a security, investment or transaction by means of the Website); and (iii) the Website provides general information only; it is not intended as financial advice or as an offer, solicitation or recommendation of securities or other financial products, and the Client should obtain independent financial advice that addresses its particular investment objectives, financial situation and needs before making investment decisions.

5. Disclosure of positions

Deutsche Bank and its respective officers and employees may from time to time deal in, be represented on the board of, hold significant long or short positions, or act as market-makers,



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advisors, brokers, commercial and/or investment bankers in relation to any institutions, financial instruments or derivatives thereof which may be discussed in the Website.

6. Access to accounts and execution of transactions

- (a) Where the Client accesses account information via the Website, the Client confirms that it is aware that communications over the internet cannot be guaranteed to be secure and that there is a risk that information displayed via the internet or contained within any communication made over the internet, including potentially confidential information, may be intercepted, lost, destroyed or delayed in display or transmission.
- (b) In no circumstances shall Deutsche Bank be under any obligation to execute any transfer, payment or other transaction ("Transactions") which the Client may request via the Website. A Transaction shall only be treated as having been executed at the time when the Client receives notification thereof from Deutsche Bank, whether via the Website or otherwise.
- (c) The Client may not via the Website cancel or amend a Transaction request previously submitted.
- (d) The Client agrees that (i) any of Deutsche Bank's logs or records of information placed on or Transaction requests made via the Website may be admitted in evidence in any proceedings arising out of the Client's use of the Website; (ii) the Client will not challenge the admissibility thereof; and (iii) that, save in the case of manifest error, Deutsche Bank's record of the Website and of any Transactions requested or executed through the Website shall stand as conclusive evidence of the same.

7. The Client's Representations and Warranties

The Client represents and warrants to Deutsche Bank at the execution of these Website Terms and at the time of both request and execution of each Transaction that:

- (a) It has the requisite power and is duly authorised to enter into the Transactions contemplated by these Website Terms and to perform its obligations hereunder in connection with each Transaction and it has taken all necessary actions to authorise such execution, delivery and performance;
- (b) It will honour its settlement and other legal obligations with respect to each Transaction effected through the Website.
- (c) Where, in requesting a Transaction, the Client is acting on behalf of a third party, The Client warrants and represents that it shall be authorised to act on behalf of such third party and that in requesting a Transaction in compliance with any authorisation system or method operating on the Website it shall not be acting in breach of any agreement or terms of business in place between the Client and such third party.

8. Data Protection

- (a) Deutsche Bank may collect, use and disclose personal data about the Client so that it can carry out its obligations under these Website Terms and for other related purposes, including monitoring and analysis of its business, crime prevention, legal and regulatory compliance, the marketing by Deutsche Bank of other services and transfer of any of Deutsche Bank's rights or obligations under these Website Terms. If the Client chooses to withhold the personal data requested, Deutsche Bank will not be able to give the Client access to this Website.
- (b) Deutsche Bank may disclose such information to any branch of the Bank or to other Group Companies for the purposes referred to in clause 8(a) but Deutsche Bank will not disclose any



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personal data it collects about the Client to third parties except: (i) to the extent that it is required to do so by any applicable law or regulation; (ii) where there is a duty to the public to disclose; (iii) where Deutsche Bank's interests require disclosure; or (iv) at the Client's request or with the Client's consent.

- (c) Deutsche Bank may disclose personal data about the Client to those who provide services to Deutsche Bank or act as Deutsche Bank's agents, to any person to whom Deutsche Bank transfers or proposes to transfer any of its rights or obligations under these Website Terms and to licensed credit reference agencies or other organisations that help Deutsche Bank and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.
- (d) The Client may have a right of access to some or all of the personal data Deutsche Bank collects and holds about the Client, or to have inaccurate information corrected, under applicable data protection laws. If the Client wishes to exercise such rights he should contact Deutsche Bank in writing.
- (e) Deutsche Bank may also transfer information collected and held about the Client to any country, including countries outside the European Economic Area which may not have data protection laws, for any of the purposes described in this clause 8.

9. Disclaimer of Warranties

- (a) The Website is provided "as is" and Deutsche Bank makes no representations or warranties of any kind whatsoever regarding: (i) the currency, accuracy or completeness of the Website; (ii) the results to be obtained by the Client or anyone else from the use of the website; and (iii) any third party content accessible on or through the Website.
- (b) Except to the extent required by law Deutsche Bank: (i) disclaims any and all express or implied warranties and conditions including without limitation warranties and conditions as to merchantability and fitness for a particular purpose; and (ii) does not warrant that the Website, any content (including any third party content), goods and services offered therein will be uninterrupted or error free, that defects will be corrected or that the Website, the servers from which it is made available or any connected website is free of viruses or other harmful components.

10. Limitation of Liability

- (a) Use of the Website is at the Client's own risk and the Client assumes full responsibility and risk of loss resulting from use of or access to the Website.
- (b) Except in the case of wilful misconduct or negligence, Deutsche Bank shall not be liable for loss or damage of any kind whatsoever arising as a result of (i) content on the website, including third party content; (ii) any errors in or omissions from the Website; or (iii) use of or access to the Website.
- (c) Deutsche Bank shall have no liability arising from: (i) the Client's inability to access or use the website for any reason; (ii) any failure by the Website to transmit, or any delay in the transmission or the receipt by Deutsche Bank of any instructions, any rejection or non-execution of any instructions or any failure of the Website to transmit, or any delay in the transmission or the receipt by the Client of any notification that any instructions have or have not been executed.
- (d) To the full extent permitted by law, Deutsche Bank shall not be liable for any loss of profits or revenue, loss of business or goodwill, loss of or damage to data or indirect or consequential loss



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arising from the Client's use of or access to the website, even if advised of the possibility of such loss or damage or if such loss or damage was foreseeable.

- (e) Nothing in these Website Terms excludes or limits Deutsche Bank's liability for fraud or for personal injury or death caused by Deutsche Bank's negligence.
- (f) Deutsche Bank will not be liable for any failure to perform any obligation under these Website Terms or from any delay in the performance thereof, due to causes beyond its control, including industrial disputes of any nature, acts of God, acts of a public enemy, acts of government, failure of telecommunications, sabotage, pestilence, terrorism, lightning or electro-magnetic disturbances, earthquake, flood, fire or other casualty.

11. Indemnification

The Client will indemnify and keep indemnified Deutsche Bank, and its respective directors, officers, employees and agents, from and against any and all claims, losses, liabilities, damages, costs and expenses arising out of or relating to: (i) the Client's breach of these Website Terms; (ii) the Client's violation of any applicable law, rule or regulation in connection with its use of the Website; and (iii) any third party claims arising out of or in connection with the Client's use of or inability to use the Website.

12. Links

The Website may contain links to other websites which are not controlled by Deutsche Bank and contain material produced by independent third parties. The existence of a link from the Website to any third party website does not constitute a recommendation or other approval by Deutsche Bank of such website its content or any provider thereof. Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of Deutsche Bank. Deutsche Bank accepts no responsibility for content provided on any website that may be accessed through links on the Website.

13. Termination

- (a) These Website Terms may be terminated by Deutsche Bank or the Client for any reason at any time.
- (b) Following termination of these Website Terms the Client shall, on request, promptly return to Deutsche Bank or destroy any content (including Third Party Content) or other materials provided by Deutsche Bank or made available on the Website. At Deutsche Bank's request the Client will certify in writing the return or destruction of all such materials.
- (c) Unless otherwise expressly provided: (i) on termination of these Website Terms the Client's permission to access the Website ceases immediately; (ii) termination of these Website Terms shall have no effect on any transactions previously executed through the Website which shall continue to be governed by these Website Terms and shall not negate any action required by any party to complete or implement any transaction which is entered into prior to such termination.
- (d) Without prejudice to clause 13(c)(i) above, any access of the Website by the Client following the termination of these Website Terms shall again be deemed to be subject to these Website Terms.
- (e) Clauses 3(b), 3(c), 6, 7, 8, 9, 10, 11, 13(b), 13(d), 14 and 16 to 20 of these Website Terms shall survive the termination of these Website Terms.



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14. Assignment, Subcontracting and Delegation

These Website Terms are for the benefit of Deutsche Bank and the members of the Deutsche Bank AG Group of companies, their successors and assigns. Deutsche Bank may assign or transfer any of its rights under these Website Terms. Deutsche Bank may delegate or subcontract the performance of any obligation under these Website Terms.

15. Amendments

Deutsche Bank may vary or amend these Website Terms at any time. Any amendments to these Website Terms will be displayed on the Website or otherwise communicated to the Client and the Client will be deemed to have accepted such amendment if it continues to access or use the Website after such display or communication. It is the Client's responsibility to familiarise itself with these General Terms and any amendments that may be made to them on accessing the Website.

16. Other Agreements

These Website Terms supercede and replace in their entirety all previous versions of the same. In the event of any inconsistency between these Website Terms and any master or other specific agreement between the Client and Deutsche Bank relating to the particular product or services traded or offered through the Website that other agreement shall prevail.

17. No Waiver

No failure or delay on the part of Deutsche Bank in exercising any right or remedy under these Website Terms shall operate as a waiver of, or impair, any such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver of any right or remedy shall be deemed a waiver or modification of any other right or remedy under these Website Terms.

18. Partial validity

If at any time any provision of these Website Terms is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of the Website Terms.

19. Rights of Third Parties

Subject to clause 14 of these Website Terms, a person who is not a party to this agreement has no right (including under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



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20. Governing Law and Jurisdiction

These Website Terms and any non-contractual obligations arising out of or in connection with these Website Terms will be governed and construed in accordance with the laws of England and Wales and the parties irrevocably submit for the exclusive benefit of Deutsche Bank to the exclusive jurisdiction of the English courts over any claim arising out of or in connection with these Website Terms (including a dispute relating to any non-contractual obligations arising out of or in connection with these Website Terms).