

Conditions for the Use of the Safebag and the Night Safe (CashIn-Procedure)

1. The Safebag/CashIn Procedure shall serve exclusively for the delivery of cash.
2. Pursuant to the provisions of the German Money Laundering Act, the Customer and its agents may only deliver cash by use of the Safebags for the Customer's own account.
3. Delivery may only be made using Safebags intended for this purpose by the Bank. The following details must be stated on the Safebag:
 - Company name/name of Customer
 - Account Number
 - Bank identifier code
 - Amount of content
 - Date of delivery
4. Upon delivery the Customer bears all risks until the Safebag has been handed over at the bank teller or until the Safebag has been deposited in the night safe (CashIn-Machine).
The Bank maintains insurance for the benefit of the Customer against damages from robbery on the way to the teller/night safe. The material terms and conditions of the insurance are set forth below. Any event of damages must be reported to the Bank without delay.
5. Upon depositing the Safebag in the CashIn-Machine the Bank undertakes the safekeeping of the deposited Safebags.
6. The Bank is authorised to instruct cash-in-transit companies to open Safebags and to assess their content. The instructed companies and their staff will be obliged to observe the banking secrecy.
7. Objections of the Customer to the amount credited or the absence of a credit shall be reported to the Bank without delay orally or by telephone, but in any case also in writing.
8. If the Customer and the Bank have not agreed otherwise (e.g. in the Agreement on the Cooperation in the Area of Trade Finance and Transaction Services) the customer shall be entitled to claims for compensation subject to the following provisions:

In the event of an authorised payment order which has not been carried out or has been incorrectly carried out or an unauthorised payment the Customer may demand from the Bank to compensate any losses. This shall not apply if the Bank is not responsible for the neglect of duty. The Bank shall be liable for any negligence of an intermediary engaged by the Bank as if it were the bank's own negligence, unless the major cause lies with an intermediary required to be engaged by the Customer. If the Customer has contributed

to the occurrence of a loss by its own fault, the extent to which the loss shall be borne by the Customer and the Bank respectively shall be determined in accordance with the principle of contributory negligence.

For the enforcement of consequential damage or loss, the entitlement shall be limited to a maximum of 12,500 Euros. This limitation of the amount of any liability shall not apply with regard to

- unauthorised payments,
- losses caused intentionally or with gross negligence by the Bank,
- risks which the Bank has separately undertaken to carry,
- loss of interest, if the Customer is a private consumer.

9. Claims of the Customer for compensation against the Bank arising from orders not carried out or incorrectly carried out are excluded if the Customer has not given notice of such claims to the Bank at the latest 13 months after the booking date. This period shall commence only if the Bank notified the Customer of the transaction by the agreed means of communication for account information at the latest within one month after the booking; otherwise, the period shall commence on the date of such notification.

Claims of the Customer shall also be excluded if the circumstances justifying a claim

- are due to an unusual and unforeseeable event beyond the Bank's control, the consequences of which could not have been avoided by the Bank by acting with the necessary due diligence, or
- were caused by the Bank on account of a statutory obligation.

10. Upon use of the CashIn-Machine the Customer and its agents shall closely observe the relevant operating instructions. The Customer shall be liable for any consequences and disadvantages which may be incurred by the Bank or third parties as a result of the Customer or its agents failing to properly observe the operating instructions or of misuse of the CashIn-Machine or of using the CashIn-Machine in an improper manner.
11. Upon termination of the Agreement on the Use of the Safebag and the Night Safe (CashIn-Procedure) the Customer must return the unused Safebags to the Bank without delay.
12. For the use of the CashIn-Machine the Customer will receive from the Bank a deposit card. This card is valid for the account specified on the card. The deposit card remains property of the Bank at all times. The Customer must keep the deposit card with particular care in order to prevent loss and misuse. If the Customer or card holder ascertains the loss of its deposit card, it must notify the Bank thereof without delay, if possible the account holding branch. In case of expiration of the authorisation to use a deposit card and at the latest upon termination of the Agreement on the Use of the Safebag and the Night Safe (CashIn-Procedure), the account holder/card holder must return the deposit card to the Bank without delay.

Terms of insurance *
for participants in the SafeBag / CashIn procedure (version: 1. September 2005)

The insurance covers a maximum amount of EUR 25,000 for each transport. The insurance covers damages resulting from robbery of customers authorised to use the SafeBags of the insured party (i.e. the Bank). However, this shall only apply outside the Customer's business premises and only for the way directly from the Customer's business premises to the bank teller or the Bank's safe. Persons instructed by the Customer with transport shall be treated in the same way as the Customer, except for companies whose professional business is cash transport. The insurance covers only cash which is contained in the SafeBags intended to be deposited at the bank teller or in the Bank's safe. Transport may be carried out by a single person. The person/s carrying out the transport must be older than 18 and younger than 65 years of age and of sound body and mind. "No compensation will be paid if the Customer may claim compensation under another insurance policy. If applicable, compensation may then be paid only up to the aggregate maximum amount of EUR 25,000 for all insurances together.

* Explanatory summary