

Introduction

These Terms and Conditions for Deposits (the “**Deposit T&C**”) govern placement of deposits by the customer with TradeXBank AG (the “**Bank**”), accrual of interest on the deposits, repayment of deposits, and all other matters related thereto.

These Deposit T&C are special regulations of the Bank for the purposes of the Bank’s General Terms and Conditions (the “**GTC**”). The matters not specifically governed by these Deposit T&C are subject to the GTC, other special regulations of the Bank and specific agreements with the customer.

Article 1 Deposits

- (1) The customer may from time to time request to place a deposit of a certain amount of funds with the Bank, and the Bank may, always at its sole discretion, accept or reject such deposit proposed by the customer.
- (2) If the Bank accepts the deposit, the Bank will repay the deposit to the customer and pay interest accrued on the deposit in accordance with the terms of the deposit agreed between the Bank and the customer.
- (3) The customer may request to place with the Bank:
 - an irrevocable term deposit, i.e. a deposit which will remain with the Bank until its agreed maturity;
 - a revocable term deposit, i.e. a deposit which will remain with the Bank until its agreed maturity, unless called by the customer before maturity ("early repayment").
- (4) If the customer fails to place a deposit accepted by the Bank, the customer may be liable for the damages caused to the Bank, including loss of interest.

Article 2 Terms and conditions of deposit

The customer's deposit placement request shall include the following terms and conditions:

- (1) the amount and currency of the deposit;
- (2) interest rate (in per cent per annum);
- (3) the placement date, i.e. the date when the deposit is to be placed with the Bank, provided that:

- if the placement date is not specified by the customer, and the deposit placement request is received by the Bank before the cut-off time on a business day, the placement date will be the day of the receipt of the deposit placement request; and
 - in the other case, the first business day to follow the day of the receipt of the deposit placement request;
- (4) for term deposits, the term of the deposit in time or the maturity date;
 - (5) for term deposits, early repayment option, i.e. whether the deposit is irrevocable or revocable, provided that, if the deposit is not expressly specified to be revocable, it will be irrevocable.

The deposit placement application may include other terms and conditions for the deposit, including, without limitation, interest payment dates, etc.

Article 3 Placement procedure

- (1) The customer shall request deposit placement in writing, i.e. in hard copy or by email. The Bank recommends that the customer uses the deposit request forms provided by the Bank, signed by the authorised persons of the customer. However, the Bank may in its sole discretion accept such request in other formats, including by unsigned email.
- (2) The Bank may accept or reject such request at its sole discretion. The Bank's acceptance is immediately effective.
- (3) The customer shall ensure that, by the cut-off time for payments in the respective currency, the full amount of the requested deposit is available in the customer's account with the Bank in respective currency, or that such amount is credited to the Bank's correspondent account.
- (4) The Bank will debit the customer's account with the Bank to place a deposit accepted by the Bank.

Article 4 Interest

- (1) The Bank will accrue interest on the deposit at the agreed rate as from the date the deposit is effectively placed with the Bank, until the date the Bank effectively repays the deposit (whether on the customer's instructions or otherwise). The placement

and the repayment dates are counted as one.

- (2) The Bank will accrue interest daily, on the basis of the actual number of days elapsed and the number of days in the year as customary for the currency of the deposit.
- (3) Interest will not be compounded with the principal amount of the deposit.
- (4) The Bank will pay interest for the whole term of the deposit together with the repayment of the deposit.
- (5) Early repayment:
 - If the customer calls a revocable term deposit before maturity, interest for whole term of the deposit will accrue at (i) the interest rate of 0 (zero) per cent per annum, or (ii) a negative interest rate, determined by the Bank at its sole discretion (provided that the negative interest rate shall be commercially reasonable), or (iii) other rate, if expressly agreed for such early repayment of the deposit.
 - If any interest under such deposit has been paid to the customer prior to its early repayment, the customer shall, at the request of the Bank, pay to the Bank the difference between the interest paid to the customer and the interest for the whole term of the deposit at the new interest rate, applied due to early repayment of the deposit.

Article 5 Repayment of deposit and payment of interest

- (1) The Bank will repay the term deposit and pay outstanding interest on the maturity date of the term deposit.
- (2) The Bank will repay the revocable term deposit and pay outstanding interest, by the 6th day after the Bank receives the call notice of the customer, unless agreed otherwise.
- (3) The Bank will make payments to the account of the customer with the Bank in the respective currency.

Article 6 Taxes

- (1) The Bank will make deduction or withholding from the interest paid to the customer as required by law.

- (2) The Bank will account to the relevant tax authority for the amount of such deduction or withholding, which shall discharge the Bank's obligations regarding deduction or withholding on future payments to the customer.
- (3) The Bank will not gross up any interest payments to the customer.

Article 7 Irrevocable deposits

- (1) The customer shall take due note that term deposits placed with the Bank are irrevocable unless expressly agreed otherwise. The Bank will repay such deposits only at maturity.
- (2) The Bank may at its sole discretion agree to early repayment of an irrevocable deposit subject to terms and conditions imposed by the Bank. Such terms and conditions may include, without limitation, application of a different interest rate, payment of break costs to the Bank, etc.
- (3) The Bank specifically notes that early repayment of an irrevocable deposit may be subject to regulatory-based break costs. Such break costs are cumulative with the other terms and conditions the Bank may impose in connection with early repayment of an irrevocable deposit.

Article 8 Default by the customer

- (1) If the customer fails to pay any amount owed by the customer to the Bank, the Bank may use any deposit of the customer to cause repayment of such debt.
- (2) Without prejudice to other rights of the Bank, in such case the Bank may designate an early maturity date for any revocable or irrevocable term deposit, and, when such deposit matures, use it accordingly. Article 4(5) will apply to interest under such revocable or irrevocable term deposit.

Article 9 No assignment

The customer may not assign its rights in respect of the deposits with the Bank.

Article 10 Termination of business relationship

In case the Bank decides to terminate the business relationship with the customer, the Bank may at its sole discretion terminate and repay all deposits with immediate or delayed

effect. Article 4(5) will apply to interest under respective revocable or irrevocable term deposits.

Article 11 Representations

By making a deposit placement request, the customer makes the following representations to the Bank:

- (1) The customer is a legal entity duly established and validly existing under the law of its jurisdiction of establishment. The customer has the power to own its assets and carry on its business as it is being conducted.
- (2) Placement of the deposit by the customer is legal, valid, binding and enforceable. It does not and will not conflict with any law or regulation applicable to the customer, its constitutional documents or any agreement or instrument binding upon it or any of its assets.
- (3) The customer has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the contemplated deposit to the Bank.
- (4) Any factual information provided by the customer to the Bank was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated. Nothing has been omitted from the information provided by the customer to the Bank for the purpose of “know your client” check, and no information has been given or withheld that results in the information being untrue or misleading in any material respect
- (5) The customer is placing the deposit as principal and not as agent of any person or entity.
- (6) The customer, nor any of its subsidiaries, their respective directors and officers, or, to the best of its knowledge, any affiliate, agent or employee of the customer or any of its subsidiaries, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption, antiterrorism financing or anti-money laundering laws, regulations or rules in any relevant jurisdiction, and the customer has instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.

- (7) The customer is not subject to Sanctions, save for the Sanctions disclosed to the Bank prior to conduct of any business with the customer, and no deposit, whether outstanding or proposed, violates, circumvents, or is intended to violate or circumvent any Sanctions. “Sanctions” for the purposes hereof means any trade sanctions, embargos, freeze orders or export bans, and such other legal, political or administrative measures imposed by governmental bodies of agencies thereof, or supranational bodies, including the governments of Switzerland, the United States of America, the United Kingdom, the European Union, and the United Nations, against the customer or any entity relevant to the customer, or which is a source of funds placed by the customer as deposit.

Article 12 Changes to the Deposit T&C

The Deposit T&C may be amended at any time in accordance with the GTC.

Article 13 Further provisions

Without prejudice to the application of the GTC in general, the provisions of the GTC on:

- governing law;
- jurisdiction;
- liability and indemnity;
- banking secrecy and confidentiality; and
- data transfer, reporting and disclosure,

shall apply without limitation to the Deposit T&C.