

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 including trading in futures transactions

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>1,2</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 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.

#### 7.2 Exclusion of investment advice

**The Bank does not provide investment advice, but only other investment services within the meaning of the German Securities Trading Act. If the Bank provides me 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 transactions in securities by me, this also does not constitute investment advice.**

#### 7.3 Exclusion of the appropriateness test

In the case of professional clients in accordance with § 67 (2) WpHG or in accordance with the corresponding classification within the framework of this business relationship, the Bank shall not collect any information from me in accordance with § 63 (10), § 64 (3) WpHG and, except in cases required by law, shall not provide any warning notice in accordance with § 63 (10) WpHG. In accordance with Art. 56 of the Delegated Regulation (EU) 2017/565, the Bank may assume that I am able to understand, assess and evaluate the risks of the selected forms of investment. The Bank's legal obligations to provide clarification as part of the target market review for eligible counterparties remain unaffected by this.

#### 7.4 Clarification on day-trading in the same financial instrument

Should the deposit/account holder(s) intend to day trade in the same financial instrument, e.g. securities, money market instruments, financial instruments or derivatives, the special risks associated with day trading must be taken into consideration. The deposit/account holder must be aware that

- day trading can lead to immediate losses;
- under certain circumstances, his/her/their entire capital can be lost;
- it can result in the obligation to make an additional payment and additional capital will have to be procured if transactions are executed that cause losses that exceed his/her/their account capitalization;
- in the case of credit-financed day trading transactions, the credit must be repaid irrespective of the success of the transactions.
- that while trying to generate profits through day trading he/she/they compete with professional and financially sound market participants;
- the deposit/account holder's/holders' deeper knowledge of day trading, in particular with regard to securities markets, securities trading technology, securities trading strategies and derivative financial instruments is a prerequisite.

#### 7.5 Risk indications for credit transactions

The deposit/account holder(s) is/are hereby informed that

- he/she/they only enter(s) the "profit zone" if the income from credit-financed investment transactions exceeds the costs of the credit and the costs of the investment transactions (commissions, expenses);
- the credit must be repaid irrespective of the success of the transactions.

#### 7.6 Risk indications and explanations of futures transactions

In the case of futures transactions, the chances of gain are counterbalanced by significant risks of loss. Please confirm you are aware of the following information with your signature(s) below. The persons authorised for your deposits also automatically obtain approval for so-called "futures transactions".

#### 7.7 Explanation of the risks of futures transactions

**I/We expressly declare that I/we have received, read and understood the "Basic information on futures transactions" (in particular the chapter Financial Futures D 1 Options D 3 and Margin Payments C 3) and that the functionality and problems of futures transactions have been made clear to me/us. In particular, I am/we are also aware of the particular loss risks for futures transactions that have been explained in the information above.**

**I am/We are aware that when trading in futures transactions**

- **there is a risk of losing all of the capital and expenses employed due to the high leverage effect and the down-to-zero fair value;**
- **this can result in the obligation to make an additional payment and additional capital will have to be procured if transactions are executed that cause losses that exceed his/her/their account capitalisation;**
- **this can result in the obligation to make an additional payment and additional capital will have to be procured if transactions are executed that cause losses that exceed his/her/their account capitalisation;**
- **speculative purchases should not be credit-financed.**

Furthermore, the "Special conditions for futures transactions" apply.

#### 7.8 Insolvency risk of the Clearing Member

Please note that the Bank will enlist the services of a Clearing Member for executing futures transactions. A Clearing Member is an institution that participates in the clearing system of a central counterparty based on a clearing licence for securities and futures transactions or transactions with regard to issue rights on the relevant markets. The collateral which the Bank is required to deposit with the respective Clearing Member with regard to the futures transactions concluded in relation to you, equates to at least the value of the collateral that you have provided to the Bank. The Bank is authorised to use the collateral received from you in order to fulfil the collateral requirements of the Clearing Member.

If the Clearing Member becomes insolvent, there is a risk that the collateral provided to the Clearing Member may not be subject to insolvency protection and may therefore not be returned. In this case, you bear the risk vis-à-vis the Bank for the default by the Clearing Member. Therefore, the bank is only obligated to return collateral to you which the Bank has also received back from the Clearing Member or the central counterparty.

A list of the current Clearing Members which the Bank mandates can be retrieved from the login-protected client portal of the bank via the "Client Service" section at <https://www.baaderbank.de>. Please note that you have no claim to conclude such transactions with a specific Clearing Member and that the bank is entitled at any time to end the collaboration with a Clearing Member or entrust new Clearing Members with the execution of such transactions.

#### 7.9 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.

#### 7.10 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.**

#### 7.11 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".

**7.12 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 (incl. 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.**

**7.13 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. However, there are the following exceptions: In order to conclude and execute futures transactions, in particular financial and currency futures transactions charged to the deposit/ account, an agreement is required with all deposit/account holders. The "Conditions governing a joint deposit/account for retail clients" further apply.

**7.14 Classification**

If you are not already classified as a professional client pursuant to § 67 (2) WpHG, provided the relevant prerequisites are met, you shall be classified by the Bank in accordance with § 67 (6) WpHG in general as a professional client pursuant to § 67 (2) WpHG within the framework of this business relationship. For more information on this, please refer to the "Information on reclassification of Professional Clients".

**7.15 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.

**7.16 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".

**7.17 Inclusion of additional terms and conditions and business principles**

The terms and conditions contained in the „Information for Clients concerning Business with the Bank (incl. trading in futures transactions)“ are essential for the business relationship between the Bank and the client. In addition, the "Information relating to distance or off premises sales incl. revocation instruction", the "Basic information on securities and other capital investments", the "Basic information on futures transactions", the "Schedule of prices and services", the "Information sheet on deposit protection" and the "Clearing framework agreement" 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 (incl. trading in futures transactions);
2. Precontractual information for contracts negotiated away from business premises and distance selling agreements on financial services incl. revocation instruction;
3. Basic information on securities and further capital investments;
4. Basic information on futures transactions;
5. Schedule of prices and services;
6. Information sheet on deposit protection;
7. Clearing framework agreement.

The aforementioned terms and conditions and business principles of the Bank (with the exception of the "Basic information on securities and further capital investments", the "Basic information on futures transactions" and the "Special conditions to the Schedule of prices and services") 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. Other statements**

I/We have taken notice of the section "Clarification on day-trading in the same financial instrument".

I/We have taken notice of the section "Risk indications for credit transactions".

I/We have taken notice of the section "Risk indications and explanations of futures transactions".

**11. Signature**

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

**x** \_\_\_\_\_

Signature of first deposit/account holder

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

**x** \_\_\_\_\_

If applicable, signature of second deposit/account holder

**12. 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 _____
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.