



Appendix 2

FRAMEWORK AGREEMENT FOR TRANSACTIONS INVOLVING FINANCIAL INSTRUMENTS

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Framework Agreement for Transactions Involving Financial Instruments

The provisions set out in this Framework Agreement apply to transactions involving financial instruments, investment services and ancillary investment services between the Client and CORESTATE Bank GmbH (hereinafter referred to as "**CORESTATE Bank**"). It is supplemented by individual contractual provisions, separate framework agreements and special terms and conditions (e.g. for securities transactions) for individual transactions and investment services.

1. GENERAL PROVISIONS FOR TRANSACTIONS INVOLVING FINANCIAL INSTRUMENTS

1.1 CONSENT TO THE USE OF ELECTRONIC MEDIA FOR THE PURPOSES OF PROVIDING INFORMATION ON FINANCIAL INSTRUMENTS, INVESTMENT SERVICES AND ANCILLARY INVESTMENT SERVICES

The Client has a choice and may opt to consent to information on financial instruments, investment services and ancillary investment services being provided not as hard copies, but rather via electronic media on a durable medium selected by the Client. In particular, this information includes: the relevant "*Key investor information*", securities prospectuses, the relevant prospectus, the relevant annual and semi-annual report, any information on financial instruments prepared by CORESTATE Bank or issuers, e.g. fund profiles (fund information), term sheets and client presentations. It also includes key information documents such as the "*Basic information on securities and other investments*", the "*Basic information on forward transactions*" and the "Information on financial services provided by CORESTATE Bank ". CORESTATE Bank furthermore reserves the right to provide its clients with information on costs and associated charges relating to the financial instruments and investment services sold, as well as information on inducements received or granted, via the electronic means of communication set forth below.

Now, therefore, the Client and CORESTATE Bank agree that the above-mentioned information can be made available using the following electronic media:

- CD-ROM, DVD
- e-mail
- fax
- Internet e.g.:
 - for the CORESTATE Bank GmbH execution policy for orders in financial instruments:
<https://www.corestate-bank.com/ausfuehrungsgrundsaeetze>
 - for information on costs:
<https://www.corestate-bank.com/kosteninformation> and
- electronic mailbox

The information on financial instruments and investment services contains key details, in particular information on how the financial instruments work and the risks and costs associated with them, that the Client should acknowledge before making an investment decision. Clients who fail to acknowledge these details will not receive key information that the legislature believes should be made available to them for their own protection.

The Client's consent does not cover the dispatch of advertising material using the electronic media selected by the Client.

The Client confirms his/her consent to this agreement by signing and returning the attached confirmation letter.

1.2 CONSENT TO THE RECORDING OF TELEPHONE CALLS

CORESTATE Bank is obliged by law (cf. section 25a (1) KWG, section 25h (1) KWG and, in particular, section 83 (3) WpHG) to record telephone conversations and electronic communications (e.g. e-mails) with its clients that involve the provision of investment services and relate to the reception, transmission and execution of client orders. CORESTATE Bank also has a record-keeping obligation if the telephone conversation or electronic communications do not result in the conclusion of such a transaction or the provision of an investment service.

These records generally allow any ambiguities concerning the establishment and content of contracts that have been concluded, as well as concerning the terms and conditions of an order placed by the Client and the extent to which this order matches the transaction executed by CORESTATE Bank, to be amicably resolved. The record-keeping obligation serves to strengthen client and investor protection, improve marketing monitoring and create legal certainty in the interests of both clients and CORESTATE Bank.

The record-keeping obligation also includes telephone conversations and electronic communications between CORESTATE Bank and authorised representatives of the Client. Clients are therefore asked to provide their employees who are responsible for concluding transactions with the corresponding areas of CORESTATE Bank by telephone with information on the recording of the conversations.

If Clients or their representatives do not agree to the records being kept, they cannot make use of CORESTATE Bank investment services via telephone or using electronic communications.

Clients can obtain copies of these records on request for a period of five years or, if a corresponding order has been issued by the competent supervisory authority, for a period of seven years.

The Client confirms his/her consent to this agreement regarding the recording of telephone conversations and electronic communications by signing and returning the attached confirmation letter.

1.3 AGREEMENT WITH THE SPECIAL TERMS AND CONDITIONS FOR SECURITIES TRANSACTIONS

The Special Terms and Conditions for Securities Transactions, which form part of the Client's contractual relationship with CORESTATE Bank, contain key provisions governing the contractual settlement of securities purchases and sales. The Special Terms and Conditions for Securities Transactions govern in particular the type of order execution for securities transactions, for example if CORESTATE Bank executes these as a commission-based or fixed-price transaction, and the specific contractual features that apply to the respective type of order execution. As part of the Special Terms and Conditions for Securities Transactions, the Client furthermore waives any claim to surrender (*Herausgabeanspruch*) with respect to any inducements received by CORESTATE Bank in the context of order execution.

The Client confirms his/her consent to this agreement by signing and returning the attached confirmation letter.

1.4 CONSENT FOR THE EXECUTION OF TRANSACTIONS IN FINANCIAL INSTRUMENTS OUTSIDE OF ORGANISED MARKETS, MULTILATERAL TRADING FACILITIES (MTFs) AND ORGANISED TRADING FACILITIES (OTFs)

CORESTATE Bank's execution policy for orders in financial instruments ("CORESTATE Bank Execution Policy for Orders in Financial Instruments"), which is provided to CORESTATE Bank's clients as a hard copy and can also be accessed online at <https://corestate-bank.com/public/de/zweckdienliche-informationen-wphg>, provides for the conclusion and execution of transactions in financial instruments outside of organised markets (exchanges), multilateral trading facilities (MTFs) and organised trading facilities (OTFs) as "fixed-price transactions". For fixed-price transactions and this type of execution of client orders, the Client is required to provide his/her express consent on a general basis or for each individual transaction.

By signing and returning the enclosed confirmation letter, the Client gives this consent for the cases specified in the order execution policy.

2. EXECUTION COPY FOR THE CLIENT

To
CORESTATE Bank GmbH
Operations
Neue Mainzer Strasse 66-68
60311 Frankfurt am Main

XYZ GmbH
Große Gallusstraße 10-14
13057 Berlin
Germany

1. Framework Agreement for Transactions Involving Financial Instruments

2. Electronic mailbox

Dear Sir/Madam,

I/we refer to the "*Framework Agreement for Transactions Involving Financial Instruments*" (hereinafter referred to as the "**Framework Agreement**").

1. Framework Agreement for Transactions Involving Financial Instruments

I/we declare that I/we consent to its validity.

I/we hereby provide CORESTATE Bank GmbH (hereinafter referred to as "CORESTATE Bank") with confirmation that:

- a) I/we agree that CORESTATE Bank can make the information specified in section 1.1 of the Framework Agreement available via the electronic media specified therein: CD-ROM, DVD, e-mail, fax, Internet (for the CORESTATE Bank GmbH execution policy for orders in financial instruments: <https://www.corestate-bank.com/ausfuehrungsgrundsaeetze>, for information on costs: <https://www.corestate-bank.com/kosteninformation>) and electronic mailbox.
- b) I/we agree that CORESTATE Bank can record the telephone conversations and electronic communications, as referred to in section 1.2 of the Framework Agreement, that involve the provision of investment services and relate to the reception, transmission and execution of client orders.
- c) I/we agree to the content of the Special Terms and Conditions for Securities Transactions and recognise them as applicable to all transactions in securities with CORESTATE Bank. In particular, I/we agree to waive the surrender of distribution fees (clause 3 of the Special Terms and Conditions for Securities Transactions).
- d) I/we consent to the conclusion and execution of transactions in financial instruments outside of organised markets (exchanges), multilateral trading facilities (MTFs) and organised trading facilities (OTFs) in the cases provided for in section 1.4 "Fixed-price transactions" of the CORESTATE Bank Execution Policy for Orders in Financial Instruments.

3. EXECUTION COPY FOR CORESTATE BANK

To
CORESTATE Bank GmbH
Operations
Neue Mainzer Strasse 66-68
60311 Frankfurt am Main

XYZ GmbH
Große Gallsstraße 10-14
13057 Berlin
Germany

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I/we hereby provide CORESTATE Bank GmbH (hereinafter referred to as "CORESTATE Bank") with confirmation that:

- a) I/we agree that CORESTATE Bank can make the information specified in section 1.1 of the Framework Agreement available via the electronic media specified therein: CD-ROM, DVD, e-mail, fax, Internet (for the CORESTATE Bank Services GmbH execution policy for orders in financial instruments: <https://www.corestate-bank.com/ausfuehrungsgrundsaeetze>, for information on costs: <https://www.corestate-bank.com/kosteninformation>) and electronic mailbox.
- b) I/we agree that CORESTATE Bank can record the telephone conversations and electronic communications, as referred to in section 1.2 of the Framework Agreement, that involve the provision of investment services and relate to the reception, transmission and execution of client orders.
- c) I/we agree to the content of the Special Terms and Conditions for Securities Transactions and recognise them as applicable to all transactions in securities with CORESTATE Bank. In particular, I/we agree to waive the surrender of distribution fees (clause 3 of the Special Terms and Conditions for Securities Transactions).
- d) I/we consent to the conclusion and execution of transactions in financial instruments outside of organised markets (exchanges), multilateral trading facilities (MTFs) and organised trading facilities (OTFs) in the cases provided for in section 1.4 "Fixed-price transactions" of the CORESTATE Bank Execution Policy for Orders in Financial Instruments.

