

Precontractual information for contracts concluded outside of business premises and for distance contracts

This information is valid until further notice.

Provider identification

net-m privatbank 1891 AG, Odeonsplatz 18, 80539 München

Commercial register: Local court of Düsseldorf · HRB 68452 · Registered office:: Düsseldorf · VAT: DE126956888

Supervisory board: Hiroyuki Sato (Chairman)

Management Board: Dr. Jürgen Krause · Dr. Marcel Morschbach

Contact information

Phone: +49 521 55798-0 · Fax: +49 521 55798-9000

customer-service@privatbank1891.com · www.privatbank1891.com

The purpose of this business is the operation of all types of banking transactions and transactions related to them. The supervisory board responsible for the approval of credit institutes is the Europäische Zentralbank [European Central Bank], Sonnemannstraße 22, 60314 Frankfurt am Main, Germany (mailing address: Europäische Zentralbank, 60640 Frankfurt am Main, Germany); the supervisory board responsible for the protection of the collective consumer interest is the Bundesanstalt für Finanzdienstleistungsaufsicht [German Federal Financial Supervisory Authority] (BaFin), Graurheindorfer Straße 108, 53117 Bonn, Germany or Marie-Curie-Straße 24-28, 60439 Frankfurt am Main, Germany. The relevant language for this contractual relationship and the communication with the customer during the duration of the contract is German. According to No. 6(1) of the terms and conditions, German law is valid for the conclusion of the contract and the entire business relationship between the customer and the bank. There is no jurisdiction clause. The bank is affiliated with the Compensation Scheme of German Private Banks GmbH (see No. 20 in the terms and conditions).

Complaints office

net-m privatbank 1891 AG, Ritterstraße 19, 33602 Bielefeld

E-Mail: customer-service@privatbank1891.com, Fax: +49 521 55798-9220

Arbitration body at the Deutsche Bundesbank [German Central Bank]

Deutsche Bundesbank, Schlichtungsstelle, PO BOX 111232, 60047 Frankfurt a. Main

Phone: +49 69 2388-1906/07/08

Information on the contract

For current account contracts

The bank sets up an account (current account) for the customer, credits incoming payments to the account and processes approved payment transactions from it (e.g. transfers), as long as the account has a sufficient balance or credit. All transactions will be cashless. If interest is accrued within the framework of account management, this income is taxable. If there are any questions, the customer should turn to the relevant tax authority or his accountant. There are no benefit reservations unless they have expressly been agreed upon. Interest credits will be made at the end of the quarter. Fees are due monthly.

Specifically, the following services are included in the current account contract: account management, transfers (for more on this, specifically see the "Special conditions for bank transfer business"), banker's orders, direct debits (for more on this, specifically see the "Special conditions for direct debits"), overdraft credit. The customer will specifically be given a GiroCard or withdrawals at domestic and foreign cash machines as well as for cashless payments at automated cash registers (for more on this, specifically see the "Special conditions for the GiroCard") as well as a credit card (for more on this, specifically see the "Special conditions for the credit card"), with good credit standing.

There is no period of notice for cancellation. There is no contractual minimum term.

The current prices for the bank's services can be found on the list of the bank's prices and services. Changes in interest and fees during the course of the contract take place in accordance with no. 12 of the terms and conditions.

For instant access deposit contracts

This product is an instant access deposit contract which cannot be used for the purpose of processing payments. Deposits and orders are possible daily, but only cashless and via a set reference account. The agreed-upon interest is variable and adjusted to the changing market conditions.

When the balance exceeds the minimum deposit, it will not be interest-bearing. The account management is free of charge. The interest income is subject to income tax. If there are any questions, the customer should turn to the relevant tax authority or their accountant. There are no benefit reservations unless they have expressly been agreed upon. Interest credits will be made at the end of the quarter. Fees are due monthly.

There is no period of notice for cancellation. There is no contractual minimum term.

The current prices for the bank's services can be found on the list of the bank's prices and services. Changes in interest and fees during the course of the contract take place in accordance with no. 12 of the terms and conditions.

For term deposit investment contracts

This product is a term deposit investment contract, for which a set interest rate is guaranteed for the contractually agreed-upon term. The investment amount is agreed upon and deposited at the beginning of the contract. Withdrawals and additional payments are precluded during the regular investment period. The account management is free of charge. If there are any questions, the customer should turn to the relevant tax authority or their

accountant. There are no benefit reservations unless they have expressly been agreed upon. Interest credits will be made at the end of the investment period.

The account cannot be cancelled, but rather ends with the agreed-upon term. If the contract includes the possibility of extension, the investment will be extended for the same investment period at the interest rate valid at the time, as long as no other directive was previously given.

Right of lien

As security for its accounts, the bank acquires a right to lien for securities and objects for which a domestic business has possession or will acquire possession. The bank also acquires a right to lien for the claims that the customer concedes to the bank from the banking relationship or will concede to the bank in the future. The right to lien serves to secure all existing, future and conditional claims which the bank could concede to the customer. The terms and conditions are also valid for all business transactions at the bank. Amendment agreements are the result of further information, also in the original contractual document.

Information on the conclusion of the contract

The contract is concluded when the customer has accepted the offer made by the bank (e.g. by telephone, e-mail, online offer) or the bank has accepted the offer made by the customer. The concluded contract is merely confirmed by sending the contract documents afterwards.

Instruction on the right of revocation

Right of revocation

You can revoke your conclusion of the contract within 14 days, without providing any reasons, by making a clear statement. The deadline begins after receipt of this information via a durable medium, yet not prior to concluding the contract and also not prior to the fulfilment of our information obligation in accordance with Article 246b(2)(1) in combination with Article 246b(1)(1) of the Introductory Act to the Civil Code.

To invoke the right of revocation, the timely sending of the revocation is sufficient, if the revocation is on a durable medium (e.g. letter, fax, e-mail).

The revocation is to be sent to:

net-m privatbank 1891 AG, Ritterstraße 19, 33602 Bielefeld

E-Mail: customer-service@privatbank1891.com, Fax: +49 521 55798-9220

Consequences of revocation

In the event of effective cancellation, services received by both parties are to be returned. You are required to pay for the value replacement for the services provided up to revocation if you were informed about this legal consequence prior to making the contract declaration and expressly consented that we begin to perform the service before the end of the revocation period. If there is a requirement to pay for a value replacement, this can lead to the fact that you must still fulfil the contractual payment obligations for the period until the revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties to their explicit wishes before you have exercised your right of revocation.

The obligation to reimburse payments must be fulfilled within 30 days. For you, the deadline begins with the sending of the notice of revocation; for us, with its receipt.

Special instructions

End of the revocation information

SCHUFA information sheet in accordance with Art. 14 GDPR

1. Name and contact information of the responsible authority as well as the company data protection officer

SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, Germany, tel.: +49(0)6 11-92780

The SCHUFA company data protection officer can be reached at the above-mentioned address, c/o Abteilung Datenschutz [Data protection department] or via e-mail at datenschutz@schufa.de.

2. Data processing by SCHUFA

2.1 Purpose of data processing and legitimate interests which are followed by SCHUFA or a third party

SCHUFA processes personal data in order to give authorised recipients information on the judgment of creditworthiness of natural and juristic entities. To do so, score values are calculated and transmitted. They then only make the information available if a legitimate interest if, considering all interests, it is believably depicted here and processing is permissible, considering all interests. The legitimate interest is given, in particular prior to entering business with a financial risk of default. The creditworthiness test serves to protect the recipient from loss in the lending business and at the same time, opens up the possibility of protecting borrowers from excessive debt through advising. Furthermore, the other benefits of data processing include fraud prevention, examination of professionalism, the prevention of money laundering, the examination of identity and age, address verification, customer service or risk management as well as tariffing and conditioning. Art. 14(4) SCHUFA will inform its customers of any changes of the purpose of the data processing in accordance to Art 14(4) GDPR.

2.2 Legal bases for data processing

SCHUFA processes personal data on the basis of the provisions of the General Data Protection Regulation. The processing takes place based on consent as well as the basis of Art. 6(1)(f) GDPR, as far as the processing is necessary to protect the responsible or a third party and does not outweigh the interests or basic rights and freedoms of the person affected which require the protection of personal data. Consent can be revoked from the affected contractual partner at any time. This also applies to consent given before the GDPR came into effect. The revocation of consent does not affect the legitimacy of the personal data processed until the revocation.

2.3 Origin of the data

SCHUFA receives data from contractual partners. They are institutes, financial businesses and payment service providers located in the European economic area and Switzerland as well as possible, additional third countries (as long as there is an arrangement with the European Commission) which bear a financial risk of default (e.g. banks, savings banks, cooperative banks, credit card companies, factoring and leasing companies), as well as additional contractual partners who use SCHUFA products for the purposes named under Point 2.1, especially those from the areas of (mail order) trade, e-commerce, service, rental, energy supply, telecommunications, insurance or collections.

Furthermore, SCHUFA processes information from generally accessible sources like public directories and official notifications (record of debtors, bankruptcy announcements).

2.4 Categories of personal data which are processed (personal data, payment behaviour and contract compliance)

- Personal data, e.g. surname (possibly also previous names, which are connected on a special application), first name, date of birth, location of birth, address, previous addresses
- Information about the registration and contractual execution of business (e.g. current accounts, instalment credits, credit cards, accounts protected from seizure, basic accounts)
- Information about undisputed, due and claims admonished multiple times or claims receivable, as well as their settlement
- Information on improper or other fraudulent behaviour such as identity fraud or fraud in credit standing
- Information from public directories and official notifications
- Score values

2.5 Categories of recipients of personal data

Recipients are contractual partners in the European Economic Area, Switzerland as well as possible, additional third countries (as long as there is an arrangement with the European Commission) which bear a financial risk of default (e.g. banks, savings banks, cooperative banks, credit card companies, factoring and leasing companies), in accordance with Point 2.3. Further recipients can be external SCHUFA contractors in accordance with Art. 28 GDPR as well as external and internal SCHUFA departments. In addition, SCHUFA is subject to legal powers of intervention by government agencies.

2.6 Period of data storage

SCHUFA only saves information about people for a certain period of time. The decisive criterium for determining this time is necessity. To test the necessity of further saving or the deletion of personal data, SCHUFA has set time limits. Accordingly, the basic period of storage for personal data is three years to the day after their completion. Deviating from this - e.g. deleted are:

- Information about requests after twelve months to the day
- Information about trouble-free contractual data about accounts which are documented without the necessary reasonable demand (e.g. current accounts, credit cards, telecommunication accounts or energy accounts), information about contracts for which the evidential test is prescribed by law (e.g. accounts protected from seizure, basic accounts) as well as guarantees and open trading accounts which are kept on the credit side, immediately after the notification of their end.

- Data from the record of debtors of the central insolvency courts after three years to the day, but ahead of schedule if SCHUFA has verified a deletion through the central insolvency court
- Information about consumer / bankruptcy proceedings or residual debt exemption proceedings in special individual cases takes place three years to the day after completing insolvency proceedings or residual debt discharge. In special, individual cases, this can also differ, leading to an earlier deletion.
- Information about the rejection of an insolvency application for lack of assets, the cancellation of security measures or about the rejection of residual debt discharge after three years to the day
- Personal addresses remain saved for three years to the day; after that, the necessity of saving this information for an additional three years is examined. After that, they are deleted to the day, as long as they have not been identified as necessary to be saved for a longer time.

3. Rights of those affected

From SCHUFA; each person affected has the right of access in accordance with Art. 15 GDPR, the right to rectification in accordance with Art. 16 GDPR, the right to erasure in accordance with Art. 17 GDPR and the right to restriction of processing in accordance with Art. 18 GDPR. For the concerns of people affected, SCHUFA has established a service centre for private customers, which can be reached at SCHUFA Holding AG, Privatkunden ServiceCenter, Postfach 1034 41, 50474 Köln, Germany, by telephone at +49 (0) 6 11-9270 and via an internet form at www.schufa.de. Furthermore, there is the possibility to turn to the regulatory agency responsible for SCHUFA, the Hessischer Datenschutzbeauftragter [Hessian Data Protection Officer]. Consent for the relevant contractual partner may be revoked at any time.

**In accordance with Art 21(1) GDPR, data processing can be dissented to for reasons
resulting from the special situation of the person affected.
The revocation should be sent to
SCHUFA Holding AG, Privatkunden ServiceCenter, Postfach 10 34 41, 50474 Köln, Germany.**

4. Creation of a profile (scoring)

The SCHUFA information can be expanded with so-called score values. In the scoring, a prognosis will be made about future events using collected information and experiences from the past. The calculation of all score values takes place at SCHUFA, fundamentally on the basis of the information that SCHUFA has saved about the person affected which will also be identified in the future in accordance with Art. 15 GDPR. Furthermore, in scoring, SCHUFA takes into account the provisions of Section 31 of the German Bundesdatenschutzgesetz [Federal Data Protection Act]. Using the entries saved about a person, there is a classification to statistical groups of people who, in the past, had similar entries. The procedure used is called "logistical regression" and is a sound, long-proven mathematical statistical method on the prognosis of risk probabilities.

The following types of data are used at SCHUFA to calculate a score, although not every type of data is included in the calculation of each individual score: general data (e.g. date of birth, sex or number of addresses used in business transactions), previous payment disruptions, credit activity last year, credit use, long credit history as well as address data (if only a few personal pieces of information relevant to credit are taken into consideration). Some information is neither saved nor taken into account when calculating the score values, e.g. information about nationality or special categories of personal data like ethnic background or information on political or religious views in accordance with Art. 9 GDPR. The assertion of rights in accordance with GDPR – that is, for example, the inspection of information saved by SCHUFA in accordance with Art. 15 Gerichtsvollzieherordnung [German Bailiff Regulations] – has no influence on the calculation of the score.

The score values transmitted support the contractual partners in making a decision and are a part of risk management. The estimation of risks and assessment of creditworthiness takes place through the direct business partner alone, because only they have access to numerous pieces of additional information, for example that from a credit application. This shall also apply when he solely looks at the information and score values provided by SCHUFA. A SCHUFA score alone is, in any case, not a sufficient reason to reject the conclusion of a contract. Additional information on credit worthiness scoring or the recognition of conspicuous contents are available at www.scoring-wissen.de.