

DEPOSIT ORDER AGREEMENT

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Precontractual Information¹

1. **Name, address, and other relevant information of Raisin Bank AG:** Raisin Bank AG, Niedenau 61 – 63, 60325 Frankfurt am Main, Germany, registered with the commercial register of the local court in Frankfurt under HRB 13305 ("**Raisin Bank**"). The current legal representatives of Raisin Bank AG are the members of the board of directors Marco Lindgens, Mirko Siepmann.
2. **Service:** In addition to the services governed by the general terms and conditions of Raisin Bank for the use of an account in connection with the deposit platform www.raisin.ie ("**Raisin Platform**"), Raisin Bank will provide the Customer with the possibility to order Raisin Bank to place deposits with Deposit-taking Banks in the name of Raisin Bank but on behalf of the Customer. This service is available only for specific types of deposits marketed on the Raisin Platform. This service is carried out on the basis of the order provided by each Customer in accordance with the Deposit Order Agreement.
3. **Form of communication with Raisin Bank:** The Customer may communicate with Raisin Bank through the communication channels available on the Raisin Platform.
4. **Cost of the financial services:** Raisin Bank will not charge fees to the Customer for the services provided under this agreement.
5. **Taxes:** The Customer may be subject to taxation on interest paid by the Deposit-taking Banks for the deposits placed on the basis of this agreement. Deposits including interest income obtained by Irish tax residents should be taxable in Ireland. The Customer is responsible for the proper declaration of deposits including interest income in the country where the Customer is required to declare its respective taxes. In case of questions, the Customer should contact the responsible authorities or a tax consultant.
6. **Supervisory Authorities:** Raisin Bank is a fully licensed credit institution registered in Germany. It is registered in the register of Bundesanstalt für Finanzdienstleistungsaufsicht („**BaFin**“). The Bank is legally authorized to provide any type of banking services, including providing credit and payment services.
7. **Conclusion of the agreement:** The agreement between the Customer and Raisin Bank is concluded by the execution of the deposit order with the transfer of the deposit amount from the account of the Customer with Raisin Bank to the Deposit-taking Bank.
8. **Risk Information:** For any information on (risks of) deposit products at the Deposit-taking Banks, we refer you to the website of Raisin, in particular, but not limited to Deposit-taking Banks' terms and conditions and the product information sheets.
9. **Limitations of the validity period of the information:** Unless otherwise provided in the relevant Deposit Offers or modified and notified to the Customer, in principle, all information provided to the Customer applies indefinitely. Amendments, changes, and other modifications are permitted within the framework of this agreement, as stated in section 15 below. All the information regarding rates and services, as well as the information sheets for each deposit product, are available on the Raisin Platform as provided by the Deposit-taking Banks for the Customer to view, download, save, and print.
10. **Arrangements for payment and for performance:** Details on payments, and on interest payments by the Deposit-taking Banks, are specified in this agreement. More information regarding fees for products and services can be found in the section "Raisin Bank List of Prices and Services regarding the Product Raisin" available on www.raisin.ie.
11. **Minimum duration of the agreement and contractual right of early termination:** The minimum duration of this agreement is the term of the Deposit Offer selected by the Customer via the Raisin Platform. Further information on termination can be found in Section 12 of the Deposit Order Agreement.
12. **Additional costs for using distance communication techniques:** There are no additional communication costs other than the costs charged by the Customer's communication provider.
13. **Governing law and jurisdiction:** This agreement is subject to German law. The place of jurisdiction is determined by applicable legal provisions.
14. **Contract language:** English.
15. **Internal complaints procedure:** Information on complaint handling can be found at <https://www.raisin.ie/site-information/>.
16. **Choice of law:** The business relationship between the Customer and Raisin shall be governed by German law.

Withdrawal Instruction

Section 1

Right of withdrawal

You have the right to withdraw from this contract **within 14 days without giving any reason** (for example, via letter per post, telefax, or e-mail) using a clear **declaration**.

The term begins after the conclusion of the agreement and after **you have received** the general terms and conditions as well as **all the information listed below under section 2** on a durable data medium (e.g. letter, fax, e-mail).

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal on a durable data medium (e.g. letter, fax, e-mail) **before the withdrawal period has expired**.

You can exercise the withdrawal directly in the secure area of the Raisin Platform. Alternatively, you may send a withdrawal request to:

Raisin GmbH
Schlesische Straße 33/34

10997 Berlin
Germany

Email: contact@raisin.com

Section 2

Information required for the start of the withdrawal period

The information within the meaning of section 1 sentence 2 shall include the following:

1. the identity of the entrepreneur; the public register in which the legal entity is registered and the associated register number or equivalent identifier;
2. the principal business activity of the entrepreneur and the supervisory authority competent for its authorisation;
3. in terms of the address: the entrepreneur's the complete address as required for a summons and any other address that is relevant to the business relationship between the entrepreneur and the consumer; as well as in case of legal persons, associations of persons or groups of persons, also the name of the person authorised to represent them;
4. the essential characteristics of the financial service and information on how the contract is concluded;
5. the total price of the financial service including all related price components and any taxes paid through the entrepreneur or, if no exact price can be indicated, its basis of calculation enabling the consumer to verify the price;
6. details regarding payment and performance;
7. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount which the consumer has to pay for the service provided in the event of withdrawal, if he is obliged to pay compensation (underlying provision: Section 357b German Civil Code (BGB));
8. the member states of the European Union whose law the entrepreneur uses when entering into relations with the consumer prior to the conclusion of the contract;
9. the language in which the contractual terms and conditions and the prior information referred to in this withdrawal notice will be communicated, as well as the languages in which the entrepreneur undertakes to communicate, with the consumer's consent, during the term of this contract;
10. an indication of whether the consumer can make use of an out-of-court complaint and redress procedure to which the entrepreneur is subject and, if so, its access requirements;

11. The existence of a guarantee fund or other compensation schemes which are neither covered by the provisions adopted pursuant to Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on Deposit Guarantee Schemes (OJ L 17, 12.6.2014, p. 149; L 212, 18.7.2014, p. 47; L 309, 30.10.2014, p. 37) nor covered by the deposit guarantee schemes established under Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22).

Section 3

Consequences of withdrawal

In the event of effective withdrawal, **the mutually received benefits shall be returned**. You are obliged to **pay compensation** for the service until the termination if you have been informed of this legal consequence prior to the submission of your declaration and you have expressly agreed with the commencement of the execution of the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you still have to meet the contractual payment obligations for the period until termination. **Your right of withdrawal expires** prematurely if the contract is **completely fulfilled by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments shall be fulfilled within 30 days**. This period begins upon the dispatch of your declaration of withdrawal for you, for us the period begins upon the dispatch of the receipt.

END OF WITHDRAWAL INSTRUCTION

Deposit Order Agreement

1. Preamble

With the Raisin Platform for deposits, Raisin GmbH, located at Schlesische Straße 33/34, 10997 Berlin ("**Raisin**"), and Raisin Bank AG, located at Niedenau 61-63, 60325 Frankfurt am Main ("**Raisin Bank**"), enable interested customers ("**Customer**") to place funds in overnight and fixed-term deposits ("**Deposit Offers**") of various banks ("**Deposit-taking Bank**").

Some Deposit Offers do not require the Customer to establish a direct contractual relationship with the Deposit-taking Bank, or that the Customer open an account with said bank. Instead, deposits are placed in Deposit Offers of this kind by Raisin Bank in its own name but on behalf of the Customer ("**Beneficiary Deposit**").

When a Customer selects a Deposit Offer that qualifies as a Beneficiary Deposit, they will instruct Raisin Bank to carry out the deposit in Raisin Bank's name but on behalf of and for the account of the Customer on the basis of this agreement. At the same time, Raisin Bank will share the identification data of the Customer, and the amount of the deposit, with the respective Deposit-taking Bank, on the basis of this Agreement and an agreement between Raisin Bank and the Deposit-taking Bank ("**Beneficiary Deposit Agreement**").

The funds of several Customers are maintained in a beneficiary account with the Deposit-taking Bank, and each Customer has an economic interest in the beneficiary account in the amount of their respective deposit. The Deposit-taking Bank will, at all times, know the share of the deposit of each Customer, and that the Customer is the person absolutely entitled to the funds placed as deposits in the beneficiary account.

The Customer and Raisin Bank conclude the following Deposit Order Agreement ("**Agreement**") as special conditions to the terms and conditions of Raisin Bank.

2. Raisin Account with Raisin Bank

The use of the Raisin Account is governed by the terms and conditions available on the Raisin Platform and delivered to the Customer upon subscription. The Customer may use the Raisin Account to subscribe to overnight and fixed-term deposits of Deposit-taking Banks. This Deposit Order Agreement applies only to Deposit Offers that qualify as Beneficiary Deposits.

3. Selection of Beneficiary Deposits

The Customer selects a Beneficiary Deposit in the Raisin Platform. The Raisin Platform allows the Customer to obtain information about the Beneficiary Deposit independently. All relevant information about the Beneficiary Deposit is summarised in a product information sheet. The Beneficiary Deposit and the product information sheet are not checked by Raisin Bank. Raisin Bank does not offer the Customer any advice regarding the selection of an appropriate and suitable Beneficiary Deposit for him/herself but limits its service to the technical processing of the Beneficiary Deposits at the Deposit-taking Bank in accordance with this Agreement.

4. Deposits and Withdrawal of Funds from Beneficiary Deposits

- 4.1. The Customer independently selects the desired Beneficiary Deposit in the Raisin Platform and transfers the deposit amount to his/her Raisin Account. With the acceptance of this Agreement on the Raisin Platform, followed by the confirmation of the deposit order and the transfer of the desired deposit amount to the Raisin Account, the Customer instructs Raisin Bank to carry out the deposit in its own name but on behalf of the Customer.
- 4.2. Once a fixed-term deposit matures, or the Customer requests the withdrawal of the funds placed in an overnight deposit on the Raisin Platform, Raisin Bank will process this instruction and request the repayment of the deposit and interest earned (net of any applicable withholding tax) from the Deposit-taking Bank to the Raisin Account.
- 4.3. If the Deposit Offer allows for an extension, then the Customer may request, prior to the repayment of the deposit, that the initial deposit amount be renewed for a new term. The conditions published by the Deposit-taking Bank on the Raisin Platform at the time the deposit matures will apply ("**Term Extension**"). In case of a Term Extension, only the original deposit amount will be extended for a new term in accordance with the conditions published on the Raisin Platform, and the interest earned (net of any applicable withholding tax) by the Customer for the original deposit will be paid to his/her Raisin Account.

5. Right of Disposal after the Death of the Customer

After the Customer's death, the Beneficiary Deposit is automatically terminated on the day when the death is reported to the Deposit-taking Bank. In this case, interest (net of any applicable withholding tax) shall be paid for the period between the placement and termination of the deposit with the Deposit-taking Bank on a pro-rata basis. The deposit, including accrued interest, shall be transferred to the Raisin Account within a reasonable period of time.

6. Deposit Order and Execution of a Beneficiary Deposit

6.1. Issuance and Acceptance of the Deposit Order

With the deposit order in the Raisin Platform and the transfer of the deposit amount to his/her Raisin Account, the Customer gives Raisin Bank the order to carry out the Beneficiary Deposit with the Deposit-taking Bank („Deposit Order“).

The execution of a deposit of the Customer with the Deposit-taking Bank and, consequently, the acceptance of the Deposit Order shall take place in each case when Raisin Bank makes a deposit in its own name with the Deposit-taking Bank specified in the Deposit Offer, at the conditions specified in the Deposit Offer, and discloses the Customer as the beneficial owner of the deposit to the Deposit-taking Bank.

Raisin Bank has the right to keep the deposits with the Deposit-taking Bank as collective deposits. Customers have economic interest in the collective deposits in the amount of their respective deposit.

By issuing the Deposit Order, the Customer declares his/her consent to the use of his/her deposit funds as a deposit with the Deposit-taking Bank within the framework of a collective deposit and as a Beneficiary Deposit. Under the Deposit Order, Raisin Bank is obliged to transfer the deposit amount from the Customer's Raisin Account to the Deposit-taking Bank as a deposit in due time as described in the Raisin Platform. Information received by Raisin Bank from a Deposit-taking Bank within the framework of the Beneficiary Deposit Agreement regarding the deposit amount shall be provided to the Customer without undue delay.

6.2. Repayment of the deposit

At the end of the term of a fixed-term deposit, Raisin Bank will reclaim the deposit from the Deposit-taking Bank on behalf of the Customer, unless the Customer wishes to extend it and this option is available for the Customer in the Raisin Platform.

In the case of overnight deposits, Raisin Bank shall, upon receipt of a relevant instruction from the Customer, immediately request the repayment to the Deposit-taking Bank.

Deposit amounts repaid by the Deposit-taking Bank, including interest (net of any applicable withholding tax), will be credited by Raisin Bank to the Raisin Account without delay.

7. Communication between Raisin Bank and Customer

The information and documents relating to this service shall be provided to the Customer in his/her electronic mailbox in the Raisin Platform. The Customer undertakes to check the delivered documents and information for accuracy and completeness. Information on how to contact Raisin and on complaints handling can be found at <https://www.raisin.ie/contact/> and at <https://www.raisin.ie/site-information/>.

If you are not happy with the services we provide to you, you have the right to make a complaint to us. This will be handled in accordance with our complaints handling process.

If your complaint is not resolved to your satisfaction, you have the right to refer your complaint to:

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Telephone: 1890 88 20 90 or 01 662 0899

8. Risk borne by the Customer

The Deposit Order with Raisin Bank does not result in a shift of risks from the Customer to Raisin Bank. The Customer, therefore, bears, in particular, the risk of the solvency and contractual compliance of the Deposit-taking Bank.

9. Costs related to the Raisin Account and execution of the Deposit Order

The services provided under this Agreement are free of charge for the Customer. Raisin Bank does not charge any account maintenance fees for the Raisin Account and the execution of the Deposit Order.

The Customer agrees that Raisin Bank shall retain the remuneration, contributions and reimbursement of expenses paid to it by Raisin (as defined below), provided that Raisin Bank may accept such collection in accordance with its regulatory obligations as a regulated credit institution. In this respect, the Customer and Raisin Bank make the agreement, which deviates from the statutory regulation of the law of agency (Section 675, 667 German Civil Code (“Bürgerliches Gesetzbuch”, Section 384 Commercial Code (“Handelsgesetzbuch”))), that a claim of the Customer against Raisin Bank for surrender of the remunerations does not arise.

Raisin (as defined below) receives a commission from the Deposit-taking Bank for the intermediation of Deposit Offers.

10. Cooperation with Raisin GmbH / Customer's consent to data transfer to Raisin GmbH and Deposit-taking Banks

10.1. Raisin GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered office in Berlin, registered with the commercial register of the local court in Berlin-Charlottenburg under HRB 146726 B and with business address at Schlesische Str. 33/34, 10997 Berlin (“Raisin”), shall assist Raisin Bank in the performance of its duties and obligations under this Agreement. For this purpose,

Raisin Bank shall transmit to Raisin the personal and deposit-related data of the Customer contained in the application for the opening of the Raisin Account, as well as other personal and deposit-related data of the Customer that becomes known in the course of the business relationship, and any future changes to such data, which it collects, processes and uses electronically as the responsible party for data processing.

10.2. As the deposits are kept as Beneficiary Deposits, Raisin Bank will need to provide the personal data of the Customer to the Deposit-taking Bank.

10.3. This Agreement shall be deemed to be the Customer's consent and authorization to Raisin Bank to forward all required data to Raisin and to the respective Deposit-taking Bank and to process and store the above-mentioned data and documents pursuant to 10.1 and 10.2.

11. Protection of the deposits – Deposit Guarantee Scheme

As long as the funds are in the Customer's Raisin Account with Raisin Bank, they are exclusively subject to the protection of the deposit insurance pursuant to Section 20 of the Terms and Conditions of Raisin Bank AG - General. As soon as, and as long as, the funds are deposited by Raisin Bank with the Deposit-taking Bank, they shall be subject exclusively to the deposit protection applicable to the Deposit-taking Bank. Raisin and the Deposit-taking Bank shall provide the Customer with information on deposit protection in the Raisin Platform. The Customer shall take note of the information sheet for the depositor of the respective Deposit-taking Bank and confirm that they have taken note of it.

12. Termination

12.1. Both Raisin Bank and the Customer have the right to terminate this Agreement with a notice period of two weeks prior to the end of a calendar month. The termination has the effect that Raisin Bank, insofar as this is legally possible, dissolves existing Beneficiary Deposits with the Deposit-taking Bank at the end of the quarter and transfers the Customer's funds back to the Raisin Account. Insofar as existing Beneficiary Deposits with Deposit-taking Banks cannot be regularly terminated at the corresponding end of the quarter (fixed or notice deposits), the notice period is extended until the time at which the matured Beneficiary Deposits are received in the Raisin Account.

12.2. The right of both Raisin Bank and the Customer to terminate this Agreement for a compelling reason without a notice period shall remain unaffected. A compelling reason is given if a party, having taken into account all the circumstances of the specific case and having weighted the interests of both parties against each other, cannot reasonably be required to continue the business relationship until the agreed end or until the expiry of a notice period. In the event of termination for a compelling reason, Raisin Bank may also, as is the case with Section 12.1, work towards premature termination of Beneficiary Deposits with a fixed term. There will be a compelling reason for Raisin Bank in particular, but not limited to the following reasons:

- a) The Customer makes incorrect statements or provides wrong information to Raisin Bank;
- b) The Customer becomes a U.S Person in the context of the Foreign Account Tax Compliance Act (FATCA);
- c) The Customer is subject to sanctions;
- d) The Customer refuses to provide information that is required by Raisin Bank or the Deposit-taking Bank for the maintenance of the Beneficiary Deposit.

13. Limitation of liability of Raisin Bank

13.1. Raisin Bank is not liable for the selection of Deposit-taking Banks offered to the Customer in the Raisin Platform or for the solvency or other contractual performance of a Deposit-taking Bank. Raisin Bank has no obligation to continuously monitor the soundness and solvency of the Deposit-taking Bank. It is the Customer's responsibility to monitor the economic situation of the Deposit-taking Bank.

13.2. Within the framework of the Deposit Order Agreement, Raisin Bank shall otherwise be liable without limitation only for damage caused by an intentional or grossly negligent breach of duty by Raisin Bank or a legal representative or vicarious agent of Raisin Bank.

13.3. Furthermore, Raisin Bank shall be liable for the negligent breach of essential obligations, i.e. obligations the breach of which jeopardizes the achievement of the purpose of the contract, or for the breach of obligations the fulfilment of which enables the proper performance of the contract in the first place and the observance of which the Customer regularly relies on. In this case, however, Raisin Bank shall only be liable for the foreseeable damage typical for the contract. The above limitations of liability shall not apply to damages resulting from injury to life, body, or health.

14. Validity of Raisin Bank's General Terms and Conditions

The Terms and Conditions of Raisin Bank are an integral part of this Agreement. They can be viewed on the Internet at https://raisin.ie/app/uploads/2022/02/2023-04-16_agb_ie_stand-april-2023-docx-google-docs.pdf. In the event of any conflict between individual provisions, the provisions of this Deposit Order Agreement shall prevail over the Terms and Conditions of Raisin Bank.

15. Changes to this Agreement

Amendments and changes to this Deposit Order Agreement shall be governed by Section 1 number 2 of Raisin Bank's General Terms and Conditions available at <https://www.raisin.ie/terms/>.

16. Choice of Law

The business relationship between the Customer and Raisin shall be governed by German law.