



General Terms and Conditions of Verification of STS Verification International GmbH

■ Scope

These General Terms and Conditions of Verification of STS Verification International GmbH, hereinafter referred to as 'SVI', regulate the performance of all services of SVI with a client within the framework of a verification of compliance with the STS criteria in accordance with Article 27 paragraph 2 of the 'REGULATION (EU) 2017/2402 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012', as amended and hereinafter referred to as the 'Securitisation Regulation'.

SVI is an entity recognised by the competent authority under Article 29 of the Securitisation Regulation to verify compliance with the STS criteria in accordance with Article 27(2) of the Securitisation Regulation.

■ Task execution

SVI provides its services on the basis of the Securitisation Regulation and all related delegated legal acts and other supervisory provisions on the basis of a defined process laid down in a verification manual. The verification manual in its current version, as published on the website of SVI (www.svi-gmbh.com), is part of the verification conditions.

SVI shall be entitled to use both internal and external technical experts to provide its services.

■ Obligation of the client to cooperate

The client undertakes to provide all cooperation in good time and free of charge.

The acts of cooperation include in particular:

- Nomination of a contact person and a representative who will accompany the verification and will be available as contact persons during regular business hours.



- Timely engagement and participation in the preparation of a verification plan to ensure in a procedural manner that the verification can be completed prior to the announcement of the transaction
- Timely provision of all transaction and other documentation required by the verification manual
- Enabling and adhering to timely and binding appointments for verification actions
- Providing all necessary information and arranging all desired additional contacts

If a client fails to cooperate or does not comply with its obligations to cooperate in due time and if the timely provision of the STS Verification Report fails as a result, SVI shall be entitled to terminate the contract with immediate effect.

■ **Verification decision**

SVI summarises its verification decision in an STS Verification Report on a certain date, which will be published on the SVI website (www.svi-gmbh.com) at least over the duration of the transaction. It makes its decision at its own discretion on the basis of the information and documents received in the course of the verification activities on the basis of the Securitisation Regulation and all other related regulatory documents. The verification activity of SVI ends with the issuance of the final STS Verification Report. Following the verification decision set out in the STS Verification Report, SVI does not monitor the transaction over its duration.

Deficiencies identified during the verification process but still curable that would lead to a negative STS Verification Report shall be notified to the client without delay, allowing for an appropriate period of correction. The process must be documented.

If the verification is negative, the client receives a detailed explanation.

■ **Verification fees**

The current version of SVI's scale of fees as published on the SVI website (www.svi-gmbh.com) forms part of these Terms of Verification.

Handling of complaints and findings of defects by third parties and findings of defects by SVI during the term of the transaction



A complaint or deficiency finding during the transaction period is:

1. A written statement reaching SVI during the transaction term that the client is not compliant with certain requirements for securitisations in accordance with the Securitisation Regulation and that the STS Verification Report therefore does not reflect the facts of the case with sufficient accuracy. In this case, the client shall grant SVI the right to investigate the content of the complaint by means of additional verifications. The costs incurred for the additional verifications shall be borne by the client. Should the complaint prove to be well-founded or should doubts as to its justification not be dispelled, SVI will consult the competent authority under Article 29 of the Securitisation Regulation for further clarification.
2. A risk arising from a transaction verified by SVI, identified during the transaction period by the competent authority under Article 30 of the Securitisation Regulation. Should the competent authority detect such a risk, the client shall immediately inform SVI thereof. SVI shall be involved accordingly in the clarification process with the competent authority. The additional costs incurred for this shall be borne by the client.
3. A subsequent determination of defects by SVI of an already verified current transaction that results from the fact that the verification of a subsequent transaction has identified serious, previously hidden defects that also apply to the earlier, already verified but still ongoing transaction. In this case, SVI is immediately required to consult the client and the competent authority under Article 29 of the Securitisation Regulation for clarification.

SVI shall not pursue a complaint or a finding of defects after the end of the transaction period.

■ Confidentiality

SVI undertakes to treat confidentially any information provided or otherwise made available to it by the client or third parties within the framework of the contractual relationship with the client, whether in written, oral, visual, physical, electronic or other form, without this being marked as such. Information shall include know-how communicated by one party to the other in oral, written, visual, physical or other form, whether consciously or unconsciously.

SVI undertakes to keep the confidential information entrusted to it strictly confidential and not to pass it on to third parties, with the exception of the service providers of SVI involved in the verification process. In particular, SVI undertakes to use the confidential information exclusively within the framework of the contract to verify compliance with the STS criteria under Article 27(2) of the Securitisation



Regulation, with the exception of the disclosure of confidential information to the competent supervisory authorities or pursuant to legal requirements.

The Contracting Parties undertake that the employees and third party agents entrusted by them with the performance of the tasks shall also be subject to these confidentiality obligations.

The confidentiality obligation of SVI shall not cover information which was already in its possession at the time of provision, was made available to it by third parties outside a mandate to verify compliance with the STS criteria under Article 27(2) of the securitisation Regulation without breach of any confidentiality obligation, or is already apparent. The burden of proof for the existence of one of these exceptions lies with SVI.

The provisions on order processing pursuant to Art. 28 DS-GVO shall apply between the client and SVI.

■ **Liability**

SVI shall not be liable - except in cases of intent and gross negligence and unless otherwise provided below - for the disadvantages incurred by the client as a result of a negative STS Verification Report or termination of contract. The claim for damages for the breach of essential contractual obligations is, however, limited to the foreseeable damage typical of the contract, unless intent or gross negligence exists or if liability is assumed for injury to life, limb or health. Insofar as the liability of SVI is excluded or limited, this shall also apply to employees, representatives and vicarious agents of SVI.

SVI shall not be liable for defects that are attributable to incorrect information, documents or materials and that have been handed over to it either by the client or by third parties commissioned by the client in the course of fulfilment of the contract, unless SVI has violated the duty of care customary in business transactions to a particularly serious extent.

Liability towards third parties not specifically named is excluded or limited to the extent required by law.

■ **Termination rights**

The client may cancel the contract with a notice period of four weeks, e.g. if the transaction is postponed indefinitely or fails to take place. In the event of termination, the fees fixed prior to the conclusion of the contract and invoiced immediately thereafter shall not be refunded. The partial imputation of fees paid in this way to a subsequent transaction is permitted subject to the approval of the Supervisory Board of the Company.



However, in accordance with Article 6(2) of the delegated act, the contractual arrangements between SVI and the contracting entity do not provide for contractual termination clauses or explicitly exclude a breach of contract or non-fulfilment of the verification engagement if, as a result of the verification by SVI, it is established that the securitisation transaction does not meet the STS criteria or if such a result emerges in the course of the verification.

SVI may terminate the verification contract with immediate effect for good cause pursuant to Section 314 of the German Civil Code. Such good cause for termination shall be deemed to exist in particular if

- a. the client is more than four weeks in arrears with the payment of an invoice;
- b. the client does not meet its obligations to cooperate or does not do so in due time;
- c. proceedings for the settlement of debts (in particular insolvency) are opened or a relevant application is made concerning the assets of the client and the client fails to demonstrate within a reasonable period of time despite that the application is obviously unfounded within a reasonable period of time despite having been requested to do so;
- d. the client breaches essential provisions of the General Conditions of Verification. In the case of less serious breaches, this shall apply only if the breaches do not cease within a reasonable time after receipt of a written reminder.

■ **Underlying law**

This contract and all individual transactions concluded and executed on its basis are subject to the substantive law of the Federal Republic of Germany.

For all disputes arising out of or in connection with this contract, the parties agree to an exclusive arbitral settlement, except for proceedings of interim relief, for which the ordinary courts shall remain competent. The contracting parties agree on the validity of the Arbitration Rules of the German Arbitration Institute (DIS). The place of arbitration shall be Frankfurt am Main; the language of the arbitration proceedings shall be German.