

Terms and Conditions for Exhibitors at the Battery Expert Forum

1. The organizer is

BMZ Germany GmbH
Zeche Gustav 1
63791 Karlstein am Main
T: +49 6188 99410 0
E: info@battery-experts-forum.com

2. Scope

Our General Terms and Conditions for Exhibitors apply on an exclusive basis. We do not acknowledge terms and conditions of the exhibitor that conflict with or deviate from our General Terms and Conditions for Exhibitors unless we expressly consent to the application thereof in writing. Our General Terms and Conditions for Exhibitors apply even if we perform the service for the exhibitor without reservations while being aware of terms and conditions of the exhibitor that conflict with or deviate from our General Terms and Conditions for Exhibitors. Our General Terms and Conditions for Exhibitors, in the then-current version thereof, also apply to future transactions between the parties.

3. Event venue/event time and date

The event venue and the time and date of the event are as stated in the relevant announcement.

4. Registration

4.1 Registration can be done over the Internet or by mail, fax, or e-mail. A notice of registration does not constitute confirmation. Where reference is made to processing times, these times are non-binding and subject to change. The registration form must be completed and sent to the organizer with acknowledgment of these General Terms and Conditions for Exhibitors.

4.2 The registration is accepted by way of a written confirmation/invoice from the organizer. The contract between the organizer and exhibitor is deemed to have come into existence upon receipt of the confirmation/invoice. The confirmation also includes approval as an exhibitor.

5. Exhibitor approval

5.1 Sole authority to decide whether to approve an exhibitor and the specific exhibition pieces rests with the organizer. Approval may be associated with conditions with an eye to compliance with statutory provisions or the proper performance of the exhibition.

5.2 Exhibition of objects that have not been registered or have not been approved is not permitted and will entitle the organizer to remove the objects in question, or to terminate the contract with

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immediate effect, after a written request has been issued with no result. Without prejudice to further claims, the organizer retains its claim to the agreed rent. The same applies in the event that the exhibitor does not comply with conditions despite a reminder.

5.3 The organizer will endeavor to take the exhibitor's wishes into account when assigning booths. If necessary for reasons of hall layout planning (including as a result of the industry arrangement, regardless of the sequence in which registrations are received), the booth assignment may deviate from the desired type, size, and position of the exhibition space, certain exhibits may be excluded from the approval, or the approval may be associated with conditions. Reservations, conditions, and special requests by the exhibitor (e.g., with regard to placement, exclusion of competitors, booth setup and booth design) will be binding only if this has been expressly confirmed in the approval. The organizer is entitled to rescind the contract or terminate the contractual relationship with immediate effect if approval has been granted based on incorrect or incomplete information provided by the exhibitor or if the prerequisites for approval cease to apply on the exhibitor's end later on.

6. Revocation of approval

The organizer is entitled to revoke approval and assign the booth space elsewhere in the following cases in particular:

- The booth space is not recognizably occupied at the time mentioned in the registration.
- In the event that the booth rent is not paid as of the stipulated deadlines, the exhibitor allows a possible cure period set by the organizer to elapse fruitlessly.
- The prerequisites for booth space confirmation are no longer met on the part of the registered exhibitor, or the organizer becomes aware after the fact of reasons that would have justified not granting approval had they been known in time.
- The exhibitor violates the organizer's house rules.

The organizer moreover reserves the right to assert claims for damages against the exhibitor.

7. Space rent; payment terms; rescission; lien; right of retention

7.1 Each square meter or portion thereof is calculated in full, with the floor space being treated as rectangular in principle, with no consideration being given to any projections, supports, installation connections, or similar.

7.2 The booth rent is billed as soon as the booth has been assigned and the exact booth size has thus been determined. The booth rent is due and payable immediately. The organizer reserves the right to bill for the booth rent immediately after registration, according to the booth type and size indicated in the registration. It is not possible to change the billing address after the fact unless the organizer has been notified thereof in writing and this takes place prior to invoicing. Payment of the booth rent is a prerequisite for occupying the exhibition space. Pursuant to Sec. 286 (3) of the German Civil Code (BGB), default occurs 30 days after the invoice is received.

7.3 The organizer is entitled to rescind the contract if the exhibitor has fallen in default of its payment obligations, the organizer has set a cure period of five days for the exhibitor to remedy this situation, and the cure period has elapsed fruitlessly.

7.4 BMZ Germany GmbH reserves the right to assert the statutory lessor's lien to safeguard its claims arising from the lease. By registering, the exhibitor affirms that the objects to be brought into the

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premises are owned by the exhibitor or at the exhibitor's disposal without limitation. The exhibitor must provide the organizer at any time with information on the ownership of objects that are to be exhibited or are on exhibit. The organizer assumes no liability for damage and/or losses affecting retained exhibition items or retained booth equipment or furnishings unless the organizer is at fault for intent or gross negligence.

7.5 The organizer is entitled to refuse to perform the services owed, including listing exhibitor information in media, for those exhibitors that have ordered services from the organizer until such time as the exhibitor has fulfilled its financial obligations toward the organizer.

8. Setoff

The exhibitor is not entitled to offset claims of its own against claims of the organizer unless the exhibitor's counterclaims have been established with final, binding legal force or have been acknowledged in writing by the organizer. The exhibitor is not permitted to exercise a right of retention.

9. Notice of termination; cancellations; cancellation fees

9.1 Ordinary termination is not possible after the event starts. The minimum term of the agreement lasts until the end of the event. Nothing herein shall affect the right of termination for good cause. Notice of termination must be given in writing. The time determining whether the time limit is observed is the time when the organizer receives the notice of termination.

9.2 The following cancellation fees apply:

- Up to seven months before the event: 10%
- Up to five months before the event: 25%
- Up to three months before the event: 50%
- Thereafter: 100%

10. Booth assignment, hall planning

10.1 The organizer is responsible for assigning the exhibition space, which will be communicated in writing before the event. The exhibitor must communicate any objections in writing within one week after confirmation of the exhibition space is received. However, the assignment will not become binding until after the full invoiced amount is paid.

10.2 Notwithstanding the foregoing, the organizer is entitled to relocate the assigned exhibition space for compelling reasons and to reassign the exhibitors in question to equivalent spaces, and particularly to change the position, type, dimensions, and size of the exhibitor's exhibition space, where this is necessary for reasons of safety and security or public order or because the trade fair in question is overbooked and further exhibitors must be approved for the fair or because changes in space allocation are needed in order to make more efficient use of the premises and space needed for the trade fair. The organizer is entitled to change the occupancy of the other booths, including but not limited to neighboring booths, and/or the position of the entrances and exits to and from the trade fair grounds and the halls and to make other reasonable changes. However, any such changes made after the fact must not exceed the scope reasonable for the exhibitor.

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Where subsequent changes cause a reduction in the booth rent, the difference must be refunded to the exhibitor.

10.3 If the position, type, dimensions, or size of the exhibition space rented by the exhibitor is or are subsequently changed in a scope that exceeds what is reasonable for the exhibitor, the exhibitor is entitled to rescind the contract within a time limit of one week after receipt of the written notification from the organizer.

10.4 Claims for damages due to non-performance are ruled out subject to the provisions on liability set out in Sec. xxxxxx below.

11. Booth design

11.1 The exhibitor is responsible for equipping and furnishing the booths.

11.2 The technical specifications must be observed when designing the exhibition booths.

11.3 The organizer reserves the right to impose further conditions with regard to booth design. Any and all special structures must be submitted to the trade fair management at least two months before the start of the fair and approved by the organizer.

12. Booth operation; contractual penalty; notice of termination

12.1 The times for booth setup and dismantling are stated in the announcement. Work on the booth must be performed only during the stated times.

12.2 All booths must be properly equipped and furnished and staffed by trained personnel throughout the duration of the relevant trade fair and the stipulated business hours. Removing trade fair goods and dismantling booths are not allowed before the end of the fair.

12.3 In the event of a culpable violation of the provisions of Sec. 9.1 hereof, the organizer is entitled to demand that the exhibitor pay a contractual penalty in the amount of 25% of the booth rent, and in any event not less than €500.

12.4 The organizer is entitled to exclude exhibitors that do not keep their booths occupied during the daily fair hours, display goods or services that have not been approved, leave their booths early, or otherwise violate the terms and conditions of participation from participation in future events. Nothing herein shall affect the right of extraordinary termination of the contract or the right to assert claims for all damage and/or losses sustained by the organizer as a result thereof.

13. Booth use outside business hours

13.1 The use of the trade fair booth outside trade fair business hours (e.g., for meetings, booth parties) requires express written approval from the organizer and must be announced in writing at least six weeks before the event.

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13.2 The costs of any additional hall security services necessitated by this depend on the booth size and number of persons who will be present and must be borne by the exhibitor. Use of the booth outside business hours is allowed until 10 p.m. at the latest.

14. Impairment of booth use

If the exhibitor is unable to use its booth space or is impaired in the use of its booth because it has violated statutory provisions or rules or regulations issued by a government agency or the provisions of the terms and conditions of participation or the Technical Guidelines, the exhibitor is nevertheless obligated to pay the booth rent in full and to indemnify and hold harmless the organizer from and against any and all damage and/or losses arising from the conduct of the exhibitor or its statutory representatives or vicarious agents; the exhibitor has no right of rescission or termination unless such a right arises by non-waivable provisions of law.

15. Exhibitor badges; organizer's right of termination

15.1 Exhibitors will be issued exhibitor badges free of charge for the duration of the relevant trade fair. The exhibitor is required to actively order exhibitor badges.

15.2 Exhibitor badges are non-transferable and must not be turned over to third parties, such as persons or companies who or that intend to offer goods or perform services on the trade fair grounds without being approved by the organizer to do so.

15.3 In the event of unauthorized use or transfer of exhibitor badges, the organizer has a right of extraordinary termination against the exhibitor.

16. Reports of defects

Complaints regarding defects, if any, in the booth or the exhibition space must be communicated in writing to the organizer without delay after occupancy, and in any event no later than the final setup day, so that the organizer can eliminate possible defects. Later complaints cannot be considered and will not lead to any claims against the organizer, subject to the liability provisions set down in Sec. 22.

17. Food service and catering; serving food and/or beverages

17.1 All food service and catering activities within the trade fair grounds, including deliveries of beer and other beverages, must be handled exclusively by the companies contracted for such services.

17.2 Serving food and/or beverages (including samples) of any kind in exchange for payment and serving alcoholic beverages require special approval from the organizer. The same applies to serving food and/or beverages (including samples), even free of charge, if these are supplied to the exhibitor by professional caterers.

17.3 The exhibitor is itself responsible for obtaining all necessary official permits and/or authorizations (licenses to serve, health certificates, etc.).

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18. Advertising activities and events of exhibitors

18.1 Advertising activities are restricted to the exhibitor's own trade fair booth.

18.2 Promotional campaigns in the aisles and in common areas are prohibited.

18.3 Games of chance, raffles, and prize drawings as well as sweepstakes dependent on tickets to the event are permissible only within the scope of the applicable laws, particularly in compliance with the provisions of the German Act against Unfair Competition (UWG). In case of culpable noncompliance, the exhibitor must indemnify and hold harmless the organizers from and against third-party claims.

19. Advertising activities by organizers

By participating in the fair, the exhibitor agrees to the use of photos of the exhibitor's booth or exhibits taken by the organizer or on the organizer's behalf, including the brands and other company symbols depicted thereon, by the event in its advertising and communication materials. The organizer is entitled to use the exhibitor's name and company logo in connection with exhibitor and visitor advertising for the event in any form desired (brochures, trade fair catalog, ads, posters, Internet, etc.). To this end, the exhibitor must provide a file with its company lettering and logo in electronic form.

20. Online publications by the exhibitor

20.1 The organizer is permitted to grant exhibitors the right to provide information on the Battery Expert Forum event website for access on demand by visitors, particularly concerning the exhibitor profile and product information (collectively "exhibitor information").

20.2 The exhibitor is itself responsible for this information in accordance with the generally applicable laws. In particular, it must ensure prior to publication that it holds all the rights necessary for publication (right to make works available to the public) and that the published information is in accordance with the principles of competition law and does not infringe any third-party rights.

20.3 The access authorization granted is not transferable and must be protected in accordance with the state of the art against loss, unauthorized access, and unauthorized disclosure. The exhibitor must notify the organizer of any loss, unauthorized access, or unauthorized disclosure without delay after becoming aware thereof.

20.4 As a basic principle, the organizer is not obligated to review the exhibitor information before it is provided for access on demand. If third-party rights are infringed based on or in connection with exhibitor information and (a) the organizer is notified of the infringement by third parties or (b) third parties assert corresponding claims against the organizer, the organizer shall notify the exhibitor thereof without delay after receipt of the notification of the infringement or notice of claim from the third party. The exhibitor must revise the exhibitor information without delay in such a way that it no longer infringes third-party rights or otherwise ensure that the exhibitor information is free of

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legal defects. The organizer is entitled to temporarily suspend the publication of the exhibitor information in question until that time.

21. Liability; limitation periods; limitation of claims

21.1 If the organizer is compelled by force majeure or other reasons for which it is not responsible to extend, shorten, postpone, or cancel the event, relocate the event venue, or reduce or enlarge the planned number of participants, the exhibitor shall have no rights of rescission or termination or other claims as a result thereof. If the event is canceled, both parties are released from their contractual obligations. Amounts, remuneration, or fees that have already been paid will be refunded. However, the exhibitor is required to pay the full remuneration for work and services that have already been performed. Further claims, particularly claims for damages, against us are ruled out.

21.2 If the organizer is responsible for the cancellation of the event, the exhibitor is released from its contractual obligations. Subject to the provisions that follow, any claims for damages against the organizer are limited to the damage and/or losses that are foreseeable and typical of the contract.

21.3 The organizer is not liable for damage and/or losses arising from theft or other loss of exhibition goods and/or booth equipment or furnishings.

21.4 In all other respects, the organizer is liable pursuant to the statutory provisions, but with the following limitations:

In case of slight negligence, the organizer is liable only where essential contractual obligations are violated, and only for damage and/or losses that are typical of the contract and foreseeable. Where liability for damages has been excluded or restricted, this also applies with regard to the personal liability for damages of employees, workers, associates, representatives, and vicarious agents.

Nothing herein shall affect liability due to culpable loss of life, bodily injury, or impairment of health; this also applies to non-waivable liability pursuant to the German Product Liability Act (ProdHaftG).

21.5 Where liability is validly limited pursuant to the provisions above, the exhibitor's claims shall lapse unless it has asserted them toward the organizer in writing within two weeks after the end of the exhibition.

21.6 Where liability is validly limited pursuant to the provisions above, the exhibitor's claims against the organizer shall become time-barred six months after the end of the event.

21.7 The exhibitor is liable toward the organizer for all damage and/or losses arising from its participation in the event. Fault on the part of the exhibitor's vicarious agents, associates, and agents is deemed to be equivalent to fault on the exhibitor's own part. The exhibitor is liable in particular for all damage and/or losses incurred by the organizer or third parties as a result of the exhibitor's activities in connection with the event. Any and all damage and/or losses that occur must be reported without delay.

22. Conduct toward other exhibitors

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The organizer expects all exhibitors to observe the industrial property rights of other exhibitors. If a court decision is presented to the organizer proving that an exhibitor is infringing the industrial property rights of another exhibitor or the BMZ Group, the organizer can terminate the exhibition contract with immediate effect and escort the exhibitor in question from the exhibition venue.

23. Provisions on entering the country and on residence within the country

The organizer's offer for the acquisition of booth space does not release the customer from the obligation to obtain timely and complete information on the relevant provisions that apply to entering the Federal Republic of Germany, and particularly the potential need for a visa. The organizer accepts no responsibility for any adverse consequences arising for the customer from the latter not complying with the applicable provisions on entering the country and on residence within the country.

24. House rules

The house rules and rules on use of the darmstadium, which will be sent to the exhibitor with the Technical Documentation, apply. Staying overnight in the halls is prohibited. The exhibitor is obligated to show consideration for the other event participants, not to engage in immoral conduct, and not to abuse its participation in the event for purposes relating to world view, politics, or other matters not related to the event.

25. Data protection and privacy

The BMZ Group protects your personal data. The BMZ Group will treat the data provided by the participant as confidential and use them only in accordance with the provisions of data protection and privacy law. "Personal data" means all data stored in conjunction with a person's name. The data provided by the participant/customer (first and last name, shipping and billing address, e-mail address, and depending on the payment method also the account details or credit card number and credit card expiration date) will be stored and used by the BMZ Group in the subscriber and/or participant file and – where necessary – shared with service providers commissioned for this purpose. Unless otherwise indicated by the customer, the participant will receive future information from the BMZ Group regarding BMZ Group events and may be contacted by fax, e-mail, or phone. The BMZ Group takes the utmost precautions to keep your data secure.

26. Photography; filming; video recordings; images and other recordings

Photos and possibly videos will be taken during the event and used in some cases on the website of the Battery Experts Forum and for advertising purposes. By participating in the event, you consent to the photos and videos depicting you being used for the aforementioned purposes.

27. Applicable law; place of jurisdiction and place of performance

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27.1 German law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

27.2 If the participant has full merchant status or is a legal entity under public law or a public-law special fund, Frankfurt is agreed as the place of performance and place of jurisdiction.

28. Severability

Should any provision hereof be or become invalid, or should there turn out to be a gap in the provisions, the validity of the remaining provisions shall be unaffected by such circumstance. The invalid provision is deemed to be replaced or the gap filled, as the case may be, by a valid provision that most closely approximates what BMZ GmbH and the customer would have agreed had they been aware that the original provision was invalid or that there was a gap.

Karlstein, August 2023

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