

General

Terms and Conditions

~~09/2018~~ 04/2023

Bank Winter 
SEIT 1892

Basic rules for business relations between clients and Bank Winter & Co. AG (hereinafter named the "bank"). This is a translation of the German Terms and Conditions. In case of discrepancies the German version shall prevail.

GENERAL PROVISIONS

I. BASIC RULES FOR BUSINESS RELATIONSHIPS BETWEEN CUSTOMER AND BANK

A. Scope of application of and modification of or amendments to these General Terms and Conditions

1. Scope of application

Section 1. (1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to the overall business relationship between the customer and all branch offices of the bank in Austria and abroad. The business relationships comprises all individual business dealings between the customer and the bank, ~~i.e. therewith also all framework agreements for payment services (e.g. account agreements or credit card agreements):~~

i) not only contracts concerning recurring or continual services that have a specified or unspecified term, such as framework contracts for payment services (e.g. current account contract or credit card contract) and securities services, loan agreements, and rental contracts for safe deposit boxes (hereinafter, "Permanent Contracts"),

ii) but also contracts that the customer concludes with the bank from time to time concerning individual transactions, such as, in particular, transactions involving currencies or precious metals, that have not been agreed upon in a Permanent Contract (hereinafter, "Individual Contracts")

Provisions contained in agreements concluded with the customer or in special terms and conditions shall prevail. (2) The terms "consumer" and "entrepreneur" shall hereinafter have the same meaning as in the Austrian Consumer Protection Act.

(3) Payment accounts with basic functions as defined in the Austrian Consumer Payment Accounts Act shall be governed by these GTC with the exception of Sections 2 (3) to (5), 3 (3), 5 (1), 6 (2), 21 (1), 22 to 24, 26 to 28, 32 to 36, 43 to 46, 47, 52 to 56, 57, 61 to 66 and 73 bis 74.

2. Modifications of or amendments to the General Terms and Conditions and framework contracts for payment services

Section 2 (1) Modifications of or amendments to these GTC shall be offered by the bank to the customer at least two months before the suggested effective date ("offer of change"). For this purpose, the provisions affected by the offer of change and the suggested changes to these GTC shall be presented in a comparison attached to the offer of change ("comparison"). The customer will be notified of the offer of change. The customer's approval is considered granted if no written objection from the customer is received by the bank prior to the suggested effective date. The bank ~~shall point out to the customer in the offer of change that his or her silence by non-objection is considered as approval of the changes will make the customer aware of this in the offer of change.~~ Apart from that, the bank shall publish the comparison and the complete version of the new GTC on its homepage, and send the complete version of the new GTC to the customer at the latter's request, or hand them over in any branch office. The bank shall point this out in the offer of change.

(2) Such notice of the offer of change to the customer may be communicated in any form agreed with the customer. The agreed form of transmission of the bank's

statements shall also apply to the offer of change. If the customer is an entrepreneur, it shall suffice to hold the offer of change available for retrieval in a manner agreed with the entrepreneur.

(3) In the event of such an intended modification of or amendment to the GTC, customers who are consumers shall have the right to terminate their framework contracts for payment services, in particular the current account maintenance agreement, free of charge and without giving notice before such modification or amendment becomes effective. The bank shall refer to this right in its offer of change.

(4) Paragraph (1) and (2) shall also apply to modifications of framework agreements on payment services (in particular of the current account maintenance agreement) if application of the GTC has been agreed in such contracts.

(5) Modification of services rendered by the bank as well as of customer fees is regulated separately in section 43 (business with entrepreneurs) to 45 (business with consumers), unless agreed individually with the customer.

B. Statements

1. Customer orders and instructions

Section 3. (1) Instructions shall be given in writing. Additionally, the customer can issue an order via equipment made available by the bank for this purpose, to electronically determine signatures.

(2) The bank shall, however, also be entitled to carry out instructions given via telecommunications (in particular over the phone, via telefax or internet). Subject to the fulfilment of all other prerequisites, the bank shall only be obliged to carry out such orders if the customer has made an agreement to this effect with the bank.

(3) The bank shall be entitled to carry out instructions of any kind given by an entrepreneur within the scope of the business relation on the customer's account if the bank is, without fault, of the opinion that they originate from the entrepreneur and if the ineffective order cannot be attributed to the bank. This does not apply to instructions of payment services.

2. Obtaining of confirmations by the bank

Section 4. For security reasons the bank shall be entitled, in particular in case of instructions given via telecommunications, to obtain a confirmation of the order via the same or a different means of communication, as the case may be.

3. Statements and information published by the bank

Section 5. (1) The notifications and statements of the bank made via telecommunications shall be effective subject to written confirmation unless otherwise agreed in writing or other banking practices exist in this respect. This shall not apply vis-à-vis consumers.

(2) Statements and information which the bank shall provide or make accessible to the customer, shall be provided or made accessible to the customer on paper (in particular by means of a statement of account), unless accessibility or transmission by electronic means, in particular via Bank Winter internet e-banking has been agreed with the customer.

(3) Information on the account fees charged by the bank to the customer shall be made available to the customer in the agreed manner on a monthly or quarterly basis,

depending on the agreed accounting period for his or her accounts. This shall not affect the information duties of the bank regarding executed payment transactions according to sections Z 39 (9) and Z 40 (2).

(4) From the date specified in § 36 para. 1 of the Austrian Consumer Payment Accounts Act, customers who are consumers will receive a fee overview according to § 8 of the Austrian Consumer Payment Accounts Act once a year, unless he/she already received the fee overviews together with the statements of accounts according to (3), and upon termination of any framework agreement. If an agreement was concluded with the customer on his or her participation in the Bank Winter internet e-banking, the fee overviews shall be made available by their availability to be retrieved via the Winter internet e-banking, or the bank shall make the fee overview available to the customer in any branch office. At the customer's request, the bank shall send the fee overviews to the customer free of charge in the form of a hard copy.

C. Right of disposal upon the death of a customer

Section 6. (1) As soon as it receives notice of the death of a customer, the bank shall permit dispositions on the basis of a decision rendered by the probate court, ~~or the~~ certificate of inheritance or a European certificate of succession. In case of joint accounts/joint securities accounts, dispositions made by an account holder holding individual authority to dispose of the account shall not be affected by this provision.

(2) No authority to sign on an account granted by an entrepreneur for a business account shall terminate upon the death of a customer. In case of any doubt, the accounts of an entrepreneur shall be considered business accounts.

D. Obligations and liability of the bank

1. Information duties

Section 7. (1) Apart from the statutory duties to provide information, the bank shall have no other duties to provide information in addition to that stated in its terms and conditions unless separately agreed. For this reason, the bank shall not be obligated – unless there is a legal or contractual obligation – to inform the customer of imminent price or exchange losses, of the value or worthlessness of objects entrusted to the bank, or of any facts or circumstances likely to affect or jeopardise the value of such objects, nor shall the bank be obliged to provide other advice or information to the customer.

(2) The duties to provide information as set out in Sections 32 to 54 of the Austrian Payment Services Act, which address the transparency of contract terms as well as information duties for payment services, shall not be applicable vis-à-vis entrepreneurs.

2. Processing of orders

Section 8. (1) The bank shall carry out an order which, due to its nature, requires the assistance of a third party, by calling in a third party in its own name. If the bank selects the third party, it shall be liable for diligent selection.

(2) The bank shall be obligated to assign claims vis-à-vis the third party, if any, to the customer upon his/her request.

Section 9. Further to Section 8, the bank shall also be liable for payment services in Euro or in any other currency of an EEA Member State vis-à-vis consumers

(but not entrepreneurs and legal entities, even if they are consumers within in the meaning of the KSchG)

(i) if the payment order was initiated directly by the payer

- as the payer's payment service provider to the payer for the correct execution of the payment transaction until receipt of the amount by the payee's payment service provider;
- as the payee's payment service provider, to the payee for the correct execution of the payment transaction from the receipt of the amount;

(ii) in the case of a payment order initiated by or through the payee

- if the payment order is initiated by or through the payee, as the payee's payment service provider towards the payee for the correct transmission of the payment order to the payer's payment service provider; and for the correct processing of the payment transaction;
- as the payer's payment service provider, to the payer for the incorrectly executed payment transaction, provided that the payment order was properly transmitted by the payee's payment service provider to the bank, unless the bank proves that the payee's payment service provider received the amount of the payment transaction, even if the payment was executed with only a slight delay.

In addition to subparagraphs (i) and (ii), the bank shall be liable for any charges and interest for which it is responsible and which are charged to the consumer customer as a result of the non-execution or defective or late execution of the payment transaction

- ~~if the payment transaction is initiated by the payer directly, for proper execution of the payment transaction until the funds reach the payee's payment service provider;~~
- ~~if the payment transaction is initiated by or through the payee, for correct transmission of the payment order to the payment service provider of the payer; and~~
- ~~for all charges and interest for which it is responsible which are charged to the consumer due to the non-execution or faulty execution of the payment transaction.~~

E. Obligations to co-operate and liability of the customer

1. Introduction

Section 10. In his/her dealings with the bank the customer shall, in particular, observe the obligations to co-operate stated below. Any violation thereof shall lead to an obligation to pay damages on the part of the customer or to a reduction in his/her claims for damages vis-à-vis the bank.

2. Notification of material changes

a) Name, address and contact details

Section 11. (1) The customer shall immediately notify the bank of any changes in his/her name, company name, address, service address advised by him/her, his/her e-mail address and his/her telephone and mobile phone number.

(2) If the customer fails to notify changes in the address, written communications of the bank shall be deemed received if they were sent to the address most recently advised to the bank by the customer. If the customer

does not disclose changes to his/her e-mail address, notifications from the bank regarding the presence of a message in his/her safe deposit box in Bank Winter e-Banking shall be deemed to have been received if they were sent to the last e-mail address disclosed by the customer to the bank.

b) Power of representation

Section 12. (1) The customer shall immediately notify the bank in writing of any cancellation or of changes of any power of representation advised to it, including an authority to operate and sign on an account (Sections 31 and 32), and shall provide appropriate documentary evidence in this regard.

(2) Any power of representation advised to the bank shall continue to be effective until written notification of cancellation of the same or of a change in its current scope, unless the bank had knowledge of such cancellation or change or was not aware thereof due to gross negligence. The same shall, in particular, also apply if the cancellation or change in the power of representation is registered in a public register and was duly published.

c) Capacity to enter into legal transactions; dissolution of the company

Section 13. The bank shall immediately be notified in writing of any loss of or reduction in the customer's capacity to enter into legal transactions. If the customer is a company or legal entity, a dissolution of the same shall be immediately notified to the bank.

d) Business relationship for own account or for the account of others

Section 13a. When entering any business relationship and utilising any occasional transaction, the customer shall inform the bank whether he/she intends to enter the business relationship and/or the transaction for his/her own account or for the account of others or by order of other parties. The customer shall immediately notify the bank of his/her own motion on any modifications in this regard during the existing business relationship.

3. Clarity of orders

Section 14. (1) The customer shall ensure that his/her orders/instructions to the bank are clear and unambiguous. Modifications, confirmations or reminders shall expressly be marked as such.

(2) If the customer wishes to give special instructions to the bank regarding the carrying out of orders he/she shall inform the bank thereof separately and explicitly, and in case of orders given by means of forms, the instructions shall be given separately, i.e. not on the form. This shall, above all, apply if the carrying out of the order is extremely urgent or subject to certain periods and deadlines.

4. Due care and diligence in using payment instruments

Section 15. (1) When using a payment instrument which, in accordance with an agreement, may be used for giving instructions to the bank, the customer shall observe the conditions for its issue and use, and take all reasonable precautions in order to protect the personalised security features against unauthorised access. Payment initiation service providers and account information service providers are not considered to be "unauthorised entities" within the meaning of this

provision. He/She shall inform the bank or an entity specified by the bank of the loss, theft, misuse or otherwise unauthorised use of the payment instrument as soon as he/she becomes aware of it. Other obligations and special terms and conditions shall not be affected thereby. Entrepreneurs and legal entities shall be liable for any losses arising for the bank from failure to use due care and diligence, with no limit of amount, regardless of the type of intentional act or negligence for which the entrepreneur is responsible.

(2) The bank shall be entitled to block payment instruments issued to the customer if

- objective reasons justify such action in connection with the security of the payment instrument; or
 - there is a suspicion of unauthorised or fraudulent use of the payment instrument; or
 - the customer has not met his/her payment obligations in connection with a credit line linked to the payment instrument (exceeding or overdraft), and
- (i) either compliance with these payment obligations is jeopardised due to a deterioration of or risk to the financial situation of the customer or any co-obligor; or
- (ii) insolvency of the customer has occurred or is directly imminent.

The bank shall – to the extent that notification of such blocking or of the reasons for such blocking would not infringe a court order or an order issued by an administrative authority, or be contrary to Austrian or Community law or objective security considerations – inform the customer of such blocking and the reasons for it by using the method of communication agreed with the customer, where possible, before the payment instrument is blocked and at latest immediately afterwards. To the extent that notification of such blocking or of the reasons for such blocking would not infringe a court order or an order issued by an administrative authority, or be contrary to Austrian or Community law or objective security considerations, the bank shall inform the customer before blocking access to any payment account of the customer by an account information service provider or a payment triggering service provider of such blocking and of the reasons for it, by using the method of communication agreed with the customer, where possible, before the payment instrument is blocked and at latest immediately afterwards.

(3) The provisions of Section 15 also apply for instruments that can be used for the issuance of an order to the bank apart from payment services.

5. Raising of objections and correction of payment transactions

Section 16. (1) The customer shall immediately verify statements of the bank which do not relate to payment services (such as confirmations of orders concerning financial instruments, communications on the carrying out of the same, confirmations of transactions, statements of account, closing statements and any other statements concerning lending and foreign currency business, statements of securities) as to their completeness and correctness and shall raise objections, if any, without delay but within 2 months at the latest. If the bank receives no objections to such statements within a period of 2 months, the statements stated shall be deemed approved. Even after expiry of this period,

the customer may request correction, but has to prove that the statement was incorrect. The bank shall in each case inform the customer for each statement governed by this provision about the consequences of any failure to object in due time.

(2) In order to obtain a correction in connection with an unauthorised or incorrectly executed payment transaction, the customer has to inform the bank to this effect without delay after becoming aware of an unauthorised or incorrectly executed payment transaction (obligation to give notice of defects). The period during which the customer may obtain the correction shall end 13 months after the date of the debit entry if the bank provided the customer with, or made available to him/her, the information which is to be provided pursuant to Section 39 (9) of these GTC. If the customer is an entrepreneur, the period shall end ~~one~~ three months after the date when the debit entry was made. Other claims of the customer to correction are not excluded by this provision.

(3) The bank shall refund the amount of an unauthorised payment transaction to the customer without undue delay, but in any case no later than by the end of the following business day, after it has become aware of the payment transaction or has been notified thereof. The refund shall be made by restoring the debited account to the position it would have been in had the unauthorised payment transaction not taken place, whereby the amount on the payer's payment account shall be valued at the latest on the day the account was debited. If the credit institution has notified the Financial Market Authority in writing of justified reasons to suspect fraudulent conduct on the part of the customer, the credit institution shall immediately review and fulfil its refund obligation if the suspicion of fraud is not confirmed. If the unauthorised payment transaction was initiated via a payment initiation service provider, the refund obligation shall be incumbent on the bank.

6. Advice in the event of failure to receive notifications

Section 17. ~~canceled-~~ The customer must promptly advise the bank if by the deadline customarily to be expected for the agreed transmission, it fails to receive regular notifications from the bank (such as periodic balance statements or custodial balance statements) or other notifications or mailings of the bank that the customer should expect depending on the given case and that do not relate to payment services.

7. Translations

Section 18. Any foreign-language instrument shall be presented to the bank also in a German translation of a court-appointed and certified interpreter, if the bank so requires.

F. Place of performance; choice of law; legal venue

1. Place of performance

Section 19. The place of performance for both parties shall be the office of that branch of the bank with which the transaction was concluded. ~~§ 6 Consumer Protection Act applies to the fulfilment of monetary debts by consumers. The foregoing does not apply to payments that a consumer is required to make to the bank.~~

2. Choice of law

Section 20. All legal relations between the customer and the bank shall be subject to Austrian law if the customer has his/her habitual residence in Austria at the time of the establishment of the business relationship.

All business relations between the bank and the customer who is a consumer and who, at the time of the establishment of the business relation, does not have his/her habitual residence in Austria but in another EEA member state shall be governed by Austrian law subject to the proviso that more favourable mandatory consumer protection provisions of the state of his/her habitual residence shall remain applicable if the law of this EEA state would be applicable under the Rome I Regulation (Regulation EC No 593/2008) without the choice of law.-

3. Legal venue

Section 21. (1) Legal actions of an entrepreneur against the bank may only be taken in the court having subject-matter jurisdiction at the place of the bank's registered office. This shall also be the legal venue in case of legal actions of the bank against an entrepreneur, with the bank being entitled to assert its rights in every court having local jurisdiction and jurisdiction over the subject-matter.

(2) The general legal venue in Austria in case of legal actions taken by a consumer or against a consumer, as provided for by law at the time of conclusion of an agreement, shall remain the same even if the consumer, after conclusion of the agreement, transfers his/her domicile abroad and Austrian court decisions are enforceable in that country.

G. Termination of the business relation

1. Ordinary termination of business relationships with entrepreneurs

Section 22 Unless an agreement has been concluded for a specific period, the bank and the customer may terminate their entire business relationship or individual parts thereof (including credit agreements and framework agreements for payment services, particularly current account maintenance agreements) at any time subject to a reasonable period of notice. Charges paid in advance shall not be refunded.

2. Ordinary termination of business relationships with consumers

Section 23 (1) The consumer may terminate a framework contract for payment services, in particular a current account maintenance agreement, free of charge at any time, subject to a notice period of 1 month. The right to terminate a framework contract for payment services, in particular a current account maintenance agreement, free of charge and without notice if the bank proposes a modification of or amendment to the GTC or a framework agreement for payment services pursuant to Section 2 shall remain unaffected by this provision.

(2) The consumer may terminate credit agreements concluded for an indefinite period free of charge at any time subject to a period of notice of 1 month. The consumer may terminate all other agreements concluded with the bank for an indefinite period at any time with a reasonable notice period.

(3) The bank may terminate framework contracts for payment services, (particularly current account maintenance agreements) and credit agreements, subject to a notice period of 2 months. Such termination

shall be communicated on paper or on another durable medium as agreed.

(4) The bank may terminate all other agreements concluded for an indefinite period at any time with a reasonable notice period.

3. Termination for important reason

Section 24. (1) The bank and the customer shall be entitled to terminate their entire business relationship or individual parts thereof at any time with immediate effect for important reason, notwithstanding any agreement specifying a fixed term.

(2) Important reasons entitling the bank to terminate the business relationship are, in particular, if

- the financial situation of the customer or of a co-debtor deteriorates or is put at risk and the fulfilment of obligations vis-à-vis the bank is jeopardised as a result thereof;
- the customer has furnished incorrect information about essential parts of his/her financial situation (assets and liabilities) or about other essential facts or circumstances, and the bank had not concluded the contract if it had been aware of the true financial situation or circumstances; ~~or~~
- the customer has violated other essential agreement provisions; or
- the customer has failed or is unable to fulfil an obligation to provide or increase collateral, which poses a risk for fulfilment of the liabilities to the bank.

4. Legal consequences

Section 25. (1) Upon termination of the entire business relationship or individual parts thereof the amounts owed thereunder will immediately become due and payable. In addition, the customer shall be obliged to release the bank from all liabilities assumed for him/her.

(2) In addition, the bank shall be entitled to terminate all liabilities assumed for the customer and to settle the same on behalf of the customer as well as to immediately redebit credited amounts, subject to collection. Claims arising from securities, ~~in particular bills of exchange or cheques,~~ may be asserted by the bank until potential debit balances, if any, are covered.

(3) In the event of the termination of the entire business relationship or individual business relations, the bank shall reimburse charges for payment services paid in advance for a specific period to customers who are consumers on a pro-rated basis.

(4) These General Terms and Conditions shall continue to apply even after termination of the business relation until complete settlement.

H. Right to deny payment

Section 26. (1) The bank may deny payment of the credit amount for objectively justified reasons.

(2) Objectively justified reasons in the meaning of paragraph one shall be deemed to exist when, following the conclusion of the agreement,

- conditions arise which indicate a deterioration of the borrower's financial situation or a devaluation of the pledged collateral to an extent that would jeopardise the repayment of the loan or the payment of interest even if the collateral were to be liquidated; or
- the bank has an objectively justified reason to believe that the credit amount is being used by

the borrower in a way that violates the agreement or law.

(3) The bank shall inform consumers of such intentions immediately on paper or on another durable medium, and shall cite the reasons that led to these intentions. The reasons shall not be cited if doing so would jeopardise public safety or order.

II. BANK INFORMATION

Section 27. General information about the financial situation of an enterprise which is customary in banking practice will only be provided in a non-binding manner and, vis-à-vis entrepreneurs, only in writing, unless an obligation to provide such information exists.

III. OPENING AND KEEPING OF ACCOUNTS AND SECURITIES ACCOUNTS

A. Scope of application

Section 28. Unless otherwise provided, the following regulations regarding accounts shall also apply to securities accounts.

B. Opening of accounts

Section 29. When opening an account, the future account holder shall prove his/her identity. Accounts shall be kept under the name of the account holder or the company name together with an account number.

C. Specimen signature

Section 30. Persons who are to be authorised to operate or sign on an account or custodian account shall deposit their signature with the bank. Based on the signatures deposited, the bank shall permit written disposition within the scope of the account relationship.

D. Dispositional and signing authority

1. Dispositional authority

Section 31 Only the account holder shall be entitled to make dispositions regarding the account. Only persons whose power of representation is provided for by law or persons who hold an explicit written power of attorney to operate the account shall be entitled to represent the account holder. They are obliged to prove their identity and power of representation.

In the case of powers of attorney issued as a precaution, whose effectiveness has been recorded in the Austrian Central Register of Powers of Representation, a general power of attorney to operate the accounts of the grantor of the power of attorney shall suffice.

2. Signing authority

Section 32. (1) The account holder may expressly and in writing grant third parties authority to sign on an account. The person who is authorised to sign shall provide the bank with proof of his/her identity. The person authorised to sign shall be entitled only to make and revoke dispositions within the drawing limit of the account.

(2) The authority to sign on a securities account also includes the power to buy and sell securities within the scope of the coverage available ~~and in accordance with the investment objective of the security account holder pursuant to the Austrian Securities Supervision Act.~~

E. Special types of accounts

1. Sub-account

Section 33. An account may also include sub-accounts. Even if they are given sub-account names the account

holder shall be exclusively entitled and obligated vis-à-vis the bank in connection with the same.

2. Escrow account

Section 34. In case of escrow accounts the escrow agent shall be exclusively entitled and obligated vis-à-vis the bank as account holder.

3. Joint account

Section 35. (1) An account may also be opened for several account holders (joint account). Dispositions regarding the account, in particular the closing thereof and the granting of authority to sign, may only be made by all account holders jointly. Every account holder may be represented by an authorised representative in the individual case.

(2) The account holders shall be liable jointly and severally for obligations arising out of the account.

(3) Unless expressly agreed otherwise every joint account holder shall have individual power to make dispositions within the drawing limit of the account. Such authority also includes the power to buy and sell securities within the scope of the coverage available. The authority of the joint account holder will, however, be terminated by the express objection of another account holder. In such case the joint account holders shall only be authorised to act jointly.

~~(3a) Investment advice to the joint deposit holder(s) is provided by the bank exclusively on the basis of the determined investment objectives, financial situation and risk tolerance. An agreement must be reached with regard to the investment objectives.~~

(4) Authorisations to sign may be revoked by each individual joint account holder.

Section 36. *cancelled*

4. Foreign currency account

Section 37. (1) If the bank keeps a foreign currency account for the customer, transfers in the respective foreign currency shall be credited to such account unless a different transfer instruction has been given. If no foreign currency account exists, the bank shall be entitled to credit foreign currency amounts in national currency, unless expressly instructed to the contrary by the customer. The amount shall be converted at the conversion rate of the day on which the amount in foreign currency is at the bank's disposal and may be used by it.

(2) The obligation of the bank to execute a disposal order debiting a foreign currency account or to meet a foreign currency obligation shall be suspended to the extent that and as long as due to political measures or events in the country of this currency the bank cannot or can only to a limited extent dispose of the currency in which the foreign currency credit balance or the obligation is denominated. To the extent that and as long as such measures or events continue, the bank is not obligated to perform in any other place outside the country of the currency, in another currency (including the Euro) or by acquiring cash. On the other hand, the obligation of the bank to execute a disposal order debiting a foreign currency account shall not be suspended if the bank can execute such order completely within its own organisation. The right of the customer and of the bank to set off mutual claims due in the same currency against each other shall not be affected by the above provisions.

F. Balancing of accounts and statements of securities

Section 38. (1) Unless otherwise agreed the bank shall balance the account on a quarterly basis. Statements of securities shall be issued to the customer on a quarterly basis. Interest accrued in and charges due since the last account balancing shall be included in the closing balance, which shall subsequently continue to carry interest ("compound interest").

(2) The statement of account including the closing statements shall be kept available for the customer for retrieval via Bank Winter internet e-banking and at the account-keeping/custodian branch office of the bank.

(3) The other legal and contractual information duties of the bank shall remain unaffected by the provisions above. Regarding these duties, reference is made to Sections 5 (3), (4), 39 (9) und 40 (2).

IV. GIRO TRANSACTIONS

A. Transfer instructions

Section 39 (1) When transfers are to be made in euro to a payee whose account is maintained at a payment service provider within Austria and other member states of the European Economic Area (EEA), the customer has to specify the payee by indicating the payee's International Bank Account Number (IBAN).

(2) For transfer instructions (i) in a currency other than euro in favour of a payee whose account is maintained at a payment service provider within Austria and other countries of the European Economic Area (EEA); or

(ii) for transfer instructions (in euro or in any other currency) in favour of a payee whose account is maintained at a payment service provider outside the EEA, the customer shall specify the payee with ~~his or her name, and:~~

- the payee's IBAN and the BIC of the payee's payment service provider; or
- the payee's account number and either the name, bank routing code or BIC of the payee's payment service provider.

(3) The information on IBAN pursuant to (1) and the information on IBAN and BIC or account number of the payee and the name/bank code/BIC of the payee's payment service provider pursuant to (2) are the unique identifier of the payee on the basis of which the transfer instruction is executed. Any other details of the payee, such as the payee's name, are not part of the unique identifier; such details serve only documentation purposes and will be disregarded by the bank when it executes the transfer instruction.

(4) The designated purpose stated in the transfer instruction shall in any case be irrelevant to the bank.

(5) Acceptance of a transfer instruction by the bank alone shall not lead to any rights of a third party vis-à-vis the bank.

(6) The bank shall only be obliged to execute a transfer instruction if sufficient funds to cover the total amount are available on the customer's account (credit balance, credit line granted).

(7) The customer shall be entitled to also use a payment initiation service to issue the payment order to the bank, unless the customer's payment account is not accessible to the customer online.

~~(78)~~ Transfer instructions received by the bank or the payment triggering service provider instructed by the

customer (Section 39) cannot be revoked unilaterally by the customer. If a transfer instruction is agreed to be executed at a later date, the transfer instruction shall become irrevocable upon expiry of the business day preceding the date of execution.

~~(89)~~ If the bank refuses to execute a transfer instruction, it shall inform the customer as soon as possible, but in any case within the periods specified in Section 39a (3), of such refusal and of how the transfer instruction can be corrected in order to enable the bank to execute it in the future. A reason for such refusal shall only be stated if this would not constitute an infringement of Austrian or Community law or an infringement of a court order or an order issued by an administrative authority. Transfer instructions refused by the bank in a justified manner shall not trigger the periods agreed for execution in Section 39a.

~~(910)~~ Information on executed transfer instructions (reference, amount, currency, charges, interest rate, exchange rate, value date of the debit entry) and other payments debited to the customer's account, under a direct debit authorisation mandate in particular, shall be provided to the customer who is a consumer on the occasion of the relevant transaction in the statement of account and on request on a monthly basis.

B. Execution deadlines

Section 39a (1) Payment orders received by the bank after the deadlines specified for the respective type of payment or on a day which is not a business day are deemed received on the following business day. The bank will inform the customer thereof timely before the conclusion of and when concluding an account maintenance agreement and of every change of the deadlines on paper (or, if agreed upon with the customer, on another durable medium). A business day is any day on which the bank is open for business as required for the execution of payment transactions.

(2) If the customer making a payment order and the bank agree that the execution of a payment order should commence on a specific date or at the end of a specific period or on the day on which the customer provides the bank with the relevant amount of money, the agreed date shall be deemed the date of receipt. If the agreed date is not a business day, the payment order shall be treated as received on the following business day.

(3) The bank shall ensure that after the time of the receipt, the payment service provider of the payee receives the amount of the payment transaction not later than at the end of the subsequent business day (in the case of payment transactions submitted in paper form, at the end of the second subsequent business day). This paragraph shall apply to payment transactions in Euro and to payment transactions where amounts in Euro are transferred to an account in an EEA member state which is not part of the Euro area, and the currency is translated in this state.

(4) The execution period specified in paragraph (3) shall not exceed 4 business days in case of payment transactions not specified in (3) which are made within the European Economic Area.

C. Credit entries and right to cancel

Section 40.(1) In case of a validly existing account maintenance agreement, the bank shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to his/her account. Even after termination of the account maintenance agreement the bank shall be entitled to

accept money on behalf of the customer to the extent obligations of the customer exist in connection with the account. The instruction to provide a customer with an amount of money shall be carried out by the bank by crediting the amount to the account of the customer unless otherwise indicated in the instruction. ~~In case the amount to be credited to the customer's account is not denominated in the same currency as the account currency, the credit shall be made in the domestic currency, unless expressly instructed otherwise by the customer. It shall be settled at the conversion rate of the day the amount is available to the bank in foreign currency and can be realized by the bank.~~

(2) Information on credit transfers to the customer's account (reference, amount, currency, charges, interest, exchange rate, value date of the credit entry) shall be provided to the customer who is a consumer – unless already shown for the relevant transaction in the statement of account – on request on a monthly basis free of charge by the bank in the manner agreed with the customer.

(3) The bank shall be entitled to deduct its charges for the credit transfer from the amount to be credited. The bank shall state the amounts of the credit transfer and of deducted charges separately. If any payment transaction to be credited to the customer is initiated by or through the customer as the payee, the bank shall credit the full amount to the customer's account.

(4) The bank shall be entitled to cancel any credit entries made due to an error on its part at any time. In other cases, the bank will only cancel the credit entry if the ineffectiveness of the transfer instruction is proven to it. The right to cancellation shall not be eliminated by a balancing of the account which took place in the meantime. If the right to cancellation exists, the bank may deny disposal of the amounts credited.

D. Credit entry subject to collection

Section 41. (1) If the bank credits amounts which it has to collect on behalf of the customer ~~(in particular, within the scope of collecting cheques, bills of exchange and other securities, direct debits, etc.)~~ or which are to be transferred to the customer's account, to the customer's account before the amount to be collected or transferred is received by the bank, the credit entry is only made subject to actual receipt of the credited amount by the bank. This shall also apply if the amount to be collected should be payable at the bank.

(2) Due to this reservation, the bank shall be entitled to reverse the credit entry by means of a simple entry if the collection or the credit transfer has failed or if it is to be expected due to the economic situation of a debtor, intervention by a public authority or for other reasons that the bank will not obtain the unrestricted right of disposition of the amount transferred.

(3) The reservation may also be exercised if the amount credited was collected abroad or transferred from abroad and the bank is redebited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with foreign banks.

(4) If the reservation is in force, the bank shall also be entitled to deny the customer the right to dispose of the credited amounts. The reservation will not be eliminated by the balancing of accounts.

E. Debit entries

Section 42. (1) In the event of transfer instructions, debit entries shall only be considered a confirmation that

the instruction has been carried out if the debit entry was not reversed within two banking days (see Section 39a (1) of these GTC).

(2) ~~Cheques and other p~~Payment instructions as well as SEPA Business to Business direct debit entries (Section 42a(1)) are deemed collected/cashed/honoured if the debit entry has not been cancelled on the debited account of the customer within ~~two-three~~ business days unless the bank has informed the presenter or paid him/her the amount in cash already prior thereto. SEPA direct debit entries (Section 42a(1)) are collected/cashed/honoured upon expiry of five business days.

F. SEPA direct debit entries and SEPA Business to Business direct debit entries

Section 42a. (1) SEPA direct debit means that the payer has granted a SEPA direct debit mandate to the payee. SEPA Business to Business direct debit means that both payee and payer are entrepreneurs, and the payer has granted a SEPA Business to Business direct debit mandate to the payee and issued a corresponding debit order to its bank. The customer agrees to his/her account being debited with amounts collected from his/her account at the bank by third parties via SEPA direct debit mandates or SEPA Business to Business direct debit mandate who were authorised by him/her. Such consent may be revoked by the customer ~~in writing~~ at any time. If the payer is an entrepreneur, he must give his consent in writing. Any such revocation shall be effective from the business day following its receipt by the bank. In the same manner, the consent to collection by an authorised third party can be limited to a certain amount or a certain periodicity or both to the bank.

(2) The bank shall execute SEPA direct debit transactions and SEPA Business to Business direct debit transactions to debit the customer's account using the International Bank Account Number ("IBAN") notified by the collecting bank. The IBAN details represent the unique identifier used to execute the SEPA direct debit transaction or SEPA Business to Business direct debit transaction. If the collecting bank provides further details on the customer, in particular the name of the holder of the account to be debited, they only serve for documentation purposes and shall remain unnoticed when executing the SEPA direct debit transaction or SEPA Business to Business direct debit transaction within the EEA. ~~Outside the EEA, it is mandatory to indicate the name and address due to the Regulation on information accompanying transfers of funds.~~

(3) Within eight weeks from the time when his or her account was debited, the customer may request the bank to reimburse the amount debited to his or her account due to a SEPA direct debit mandate given by him or her. The bank shall fulfil such request of the customer within ten business days, and shall reverse the debit to his or her account of the amount collected at the value date when the account was debited.

(4) Deviating from (3), in case of SEPA Business to Business direct debit entries the customer is not entitled to request reimbursement of the amount debited to his or her account on the basis of any SEPA Business to Business direct debit mandate given by him or her.

(5) If the SEPA direct debit or SEPA Business to Business direct debit collected from the account of the customer was not authorised by the customer, the customer being a consumer may request reimbursement of the collected amount within thirteen months from the debit date according to Section 16 (2), and the customer being an entrepreneur within ~~one-three~~ months from the debit date. The period is triggered only if the bank has

provided the customer with the information according to Section 39 (9).

V. CHARGES AND REIMBURSEMENT OF EXPENSES AND SERVICES

A. Changes in charges and changes in services

1. Changes in charges and changes in services for entrepreneurs

Section 43. (1) The bank shall be entitled in business with entrepreneurs to change, at its reasonable discretion, the charges for permanent services which are payable by the bank or the customer (including debit interest and credit interest on current accounts and other accounts, account maintenance fees, etc.) by taking into account all relevant circumstances (in particular, changes in the legal framework, changes in money markets or capital markets, changes in funding costs, changes in staff expenses and non-staff expenses, changes in the Consumer Price Index, etc.). The same also applies for changes of further services of the bank, occurring due to changes of legal requirements, banking security, technical developments or a substantially decreased degree of efficiency of a service, essentially affecting cost recovery.

(2) Changes in services provided by the bank or in customer charges going beyond paragraph (1), the introduction of new services for valuable consideration as well as new charges for previously agreed services shall be offered to the customer at least two months before their suggested effective date. The customer's approval is deemed given if the customer does not object to the bank prior to the suggested effective date, unless the customer has given his/her express approval before. The bank shall point out the offered change in the offer of change, and point out that the customer's silence is considered approval upon expiry of the deadline. The bank shall make the agreement on the offer of change available to the entrepreneur in a manner agreed between them.

2. Changes in charges and changes in services for consumers other than payment services

Section 44. (1) In the absence of other arrangements, the charges (except interest) agreed with consumers for permanent services rendered by the bank other than payment services (e.g. safe rental fees, account maintenance charges for accounts not used for the settlement of payment services, securities' account custody fees) shall be adjusted (increased or reduced) annually, with effect from 1 April of every year, to the development of the national Consumer Price Index 2010 ("VPI") published by Statistik Austria or of an index replacing it in compliance with the procedure pursuant to paragraph (2), rounded off to a full cent. The adjustment of fees occurs to the extent that corresponds to the change of the VPI-index number of December of the year announced prior to the adjustment compared to the VPI-index number of December of the year of the last adjustment. Such adjusted fees form the basis for the adjustment of fees in the following years. If the charges are not increased for whatever reason despite a rise in the Consumer Price Index, the right to increase the charges in subsequent years shall thereby not be forfeited. Charges shall be adjusted not earlier than upon expiry of two months after the agreement was concluded.

~~(2) Fees that are shown as percentages or are calculated on the basis of exchange rates shall not be subject to adjustment in accordance with the foregoing provision.~~

~~Any modifications of the fees for ongoing services performed within the scope of a continuing obligation outside payment services which exceed paragraph (1) shall be offered to the customer by the bank at least two months before their suggested effective date. The offer of change shall be notified to the customer. The customer's consent is deemed granted if the customer does not object to the bank before the suggested effective date. The bank shall point out the offered changes in the offer of change, and point out that the customer's silence by non-objection is considered approval to the changes.~~

~~(3) In the manner provided for in (2), the bank shall offer an adjustment of the fees agreed with the customer for ongoing services only if all of the requirements below are met:~~

- ~~• The development of the costs incurred by the bank in connection with the relevant ongoing service in the period relevant for the fee adjustment pursuant to (1) is deviating from the development of the CPI due to the changes to the legal and regulatory framework conditions, and the offered fee adjustment is in line with this deviating cost development.~~
- ~~• Any fee increase does not exceed three times the fee increase that would result from the development of the CPI since the last fee change. There is no lower limit for fee reductions.~~
- ~~• The offer of change shall include a presentation of the development of the CPI since the last fee change, and shall point out that the fee change offered is higher than the one that would result from the CPI development.~~

~~The fees pursuant to (2) in conj. with (3) can be changed not more than once per calendar year.~~

~~(4) The option to change the services pursuant to (2) shall be limited to objectively justified cases. It is considered an objectively justified case in particular if the change is necessary due to legal or regulatory requirements and due to the development of the case law, if the change promotes the security of banking operations, or the change is required in order to implement mandatory technical developments. Such objectively justified case exists only if the offered service change~~

- ~~▪ results in an extension of the services of the bank, or a restriction of the services of the bank which the customers can reasonably be expected to accept; and~~
- ~~▪ does not result in any unreasonable changes to essential rights and obligations for the benefit of the bank.~~

~~(5) The provisions of this Section 44 shall not apply to changes in charges and services agreed in contracts for payment services, which are subject to the provisions in Section 45.~~

3. Changes of charges of the customer and changes in payment services of the bank in a framework contract for payment services with consumers

Section 45. (1) Changes in the charges (except interest) agreed in a framework contract for payment services (in particular a current account maintenance agreement) and in the services agreed in a framework agreement for payment services shall be offered to the customer by the bank at least two months before the suggested effective

date. The offer of change shall be notified to the customer. The customer is deemed to have given his/her consent if no objection is received by the bank before the suggested effective date. The bank shall point out the offered changes to the customer in the offer of change, and point out that the customer's silence by non-objection is considered approval to the changes. The customer shall have the right to terminate his/her framework contract free of charge, and without giving notice, before the change becomes effective. The bank shall also inform the customer on this right in its modification request. The offer of change shall be notified to the customer in the manner agreed between the parties.

(2) Using the procedure of paragraph (1), adjustments of charges agreed upon with customers to the extent of the development of the Austrian Consumer Price Index 2010 ("VPI") or an index replacing the VPI are concluded (increased or decreased), rounded off to a full cent. The adjustment shall be effected annually, with effect from 1. April each year. The adjustment corresponds to the change in the average of the index numbers of the last calendar year before the offer of change. If the bank does not adjust the charges during a calendar year, this right shall thereby not be forfeited. If this adjustment is not concluded in a year or several successive years, the adjustments can be effected with effect from the next concluded change in charges. In this case the adjustment is effected to the extent that corresponds to the change of the VPI-index number announced for the average of the year prior to the adjustment to the VPI-index number that formed the basis for the last adjustment conducted.

~~(3) Fees that are shown as percentages or are calculated on the basis of exchange rates shall not be subject to adjustment in accordance with the foregoing provisions.~~

~~(3) Changes of permanent services rendered by the bank and agreed upon with consumers can be agreed in the manner provided for in (1) if they are objectively justified. An objective justification exists in particular, if the change is necessary due to legal or regulatory measures or by developments in case law, enhances the bank's security or the process of the business relation with the customer, or is required to implement technical developments. Such objectively justified case exists only if the offered service change~~

- ~~• results in an extension of the services of the bank, or a restriction of the services of the bank which the customers can reasonably be expected to accept; and~~
- ~~• does not result in any unreasonable changes to essential rights and obligations for the benefit of the bank.~~

B. Changes in interest rates

Section 45a. (1) In cases an adjustment clause ties the interest rate to a reference interest rate (e.g. EURIBOR), changes become effective immediately without prior notification of the customer. The consumer shall be informed on the effective changes of the interest rate in the following calendar year the latest.

~~(2) In case no adjustment clause for interest rates is agreed upon regarding an account in transactions with consumers, the change of interest rates shall be offered to the customer by the bank at least 2 months prior to the suggested effective date of the change. The customer is deemed to have given his/her consent if no objection is received by the bank prior to the suggested effective date. In the offer of change, the bank shall draw the~~

~~customer's attention to the offered changes and shall point out that the customer's silence by non objection is considered approval of the changes. The customer has the right to immediately terminate the framework without any charge until the coming into effect of the changes. The bank shall inform the customer in the notification of this right. Notification of the offered changes shall be made in the manner agreed with the customer.~~

~~(3) A change in interest rates pursuant to paragraph (2) shall only be concluded once a year and only if objectively justified, taking into consideration all circumstances. Objectively justified are changes in interest rates due to changes in legal, supervisory or monetary policy (key interest rate of the European Central Bank) framework conditions. The change of interest rates shall not exceed 0,5% percentage points in a single change offer.~~

~~(4) The agreement of an interest rate adjustment clause can also be offered in the manner provided for in (1).~~

C. Reimbursement of expenses by entrepreneurs

Section 46. The customer who is an entrepreneur shall bear all necessary and useful expenses, disbursements and costs, in particular stamp duties and legal transaction charges, taxes, postage, cost of insurance, legal counsel, collection, consultancy services in business administration matters, telecommunications as well as provision, administration and utilisation or release of collateral incurred in connection with the business relation between him/her and the bank.

The bank shall be entitled to charge such expenses as a lump-sum amount without specifying the individual amounts unless the customer expressly demands itemisation of the individual amounts.

VI. Collateral

A. Provision and increasing of collateral

~~Section 47. cancelled.~~

1. Change in the risk

Section 47. (1) If circumstances in business relationships with entrepreneurs occur or become known subsequently which justify an increased risk assessment (endangerment of the fulfilment of the obligations resulting from the business relation) of the claims vis-à-vis the customer, the bank shall be entitled to demand the provision or increase of collateral within a reasonable period of time. This shall, in particular, be the case if the economic situation of the customer or a co-debtor has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate. The extent of the provision of collateral shall correspond to the extent of the risk increase.

(2) The right of the bank pursuant to (1) shall also apply if no collateral was demanded at the time the claims came into existence. Any possible release of collateral shall be governed by Section 52.

(3) Any risk increase resulting from a substantially detrimental development of the rate of the foreign currency in which the loan was granted regarding the repayment of the loan shall be governed by Section 75.

B. Bank's lien

1. Scope and coming into existence

Section 48. (1) The customer shall grant the bank a lien on any items and rights which come into the possession of the bank.

(2) The lien shall, in particular, also exist on all distrainable claims of the customer vis-à-vis the bank, such as under credit balances. If securities are subject to the lien, the lien shall also extend to the interest and dividend coupons pertaining to such securities.

Section 49. (1) The lien shall secure the bank's claims vis-à-vis the customer under the business relationship, ~~including with joint accounts,~~ even if the claims are conditional or limited as to time or not yet due. If the customer is an entrepreneur, the lien shall also secure statutory claims of the bank as well as claims against third parties for the fulfilment of which the customer is personally liable.

(2) The lien shall come into existence upon the bank's taking possession of the item to the extent claims pursuant to paragraph (1) exist; otherwise at any future point in time when such claims arise.

2. Exemptions from the lien

Section 50. (1) The lien shall not include items and rights which have been assigned by the customer to the execution of a certain instruction prior to coming into existence of the lien, such as amounts designated ~~for the cashing of a certain cheque or honouring of a certain bill of exchange as well as~~ for the carrying out of a certain transfer. This shall, however, apply only as long as the assignment is effective.

(2) Notwithstanding the existing lien the bank will carry out dispositions of the customer regarding credit balances on current accounts in favour of third parties as long as the customer has not received a notification by the bank of the assertion of the lien. Distrainment of the credit balance shall not be considered a disposition by the customer.

(3) The lien shall not include assets which the customer has disclosed in writing to the bank as escrow assets prior to the coming into existence of the lien or which have come into the possession of the bank without the customer's will.

C. Release of collateral

Section 51. Upon the customer's request the bank will release collateral to the extent it has no justified interest in keeping it as security.

D. Realisation of collateral

1. Sale

Section 52. Sections 53-57 below provide provisions on how the bank is permitted to proceed in the realisation of collateral. This requires (except the case provided for in Section 56 that the due date of a claim provided as collateral occurs before the due date of the secured claim) in each case that the secured claim is due and can be realised in accordance with the applicable contractual and legal provisions. This requires that the customer was threatened with the realisation of the collateral, stating the amount of the secured claim, and that at least one month has passed since such threat. If the customer is an entrepreneur, this period shall amount to one week. Such threat can be omitted if it is impracticable, for example because the customer's domicile is unknown. In such case, the mentioned period shall start with the due date of the secured claim. Realisation before expiry of the period is allowed if a considerable and permanent loss of value is likely in case of further inaction.

Section 53. Collateral having a market price or stock exchange price shall be realised by the bank in compliance with the relevant statutory provisions by selling them at such price in the open market.

Section 54. The bank shall have assessed collateral having no market price or stock exchange price by an expert. The bank shall notify the customer of the result of the assessment and at the same time ask the customer to nominate a party interested in purchasing the same within a reasonable period of time who will pay not less than the assessed value as purchase price to the bank within such period. If the customer fails to nominate an interested party within such period or if the purchase price is not paid by the interested party nominated, the bank shall irrevocably be entitled to sell the collateral in the name of the customer for not less than the assessed value. The proceeds from the sale shall be used for redemption of the secured claims, with the customer being entitled to the surplus, if any.

2. Realisation and out-of-court auction

Section 55. The bank shall also be entitled to realise the collateral by enforcement or - to the extent it has no market price or stock exchange price - to sell it by way of a public out-of-court auction. The time and place as well as a general description of the collateral shall be announced in public. The collateral provider and third parties having title to the collateral shall be informed on such auction.

3. Collection

Section 56. (1) The bank shall be entitled to terminate and collect the claims provided to it as collateral (including securities) at the time the secured claim becomes due. Prior thereto it shall be entitled to collect the claim serving as collateral when it becomes due. In case of an imminent loss in value of the claim serving as collateral the bank shall be entitled to terminate the same already prior to the same becoming due. To the extent possible the customer shall be informed thereof in advance. Amounts collected prior to the due date of the secured claim shall serve as pledge instead of the claim collected.

(2) The provisions under paragraph (1) shall not apply to wage and salary claims of consumers which have been provided as security for claims not yet due.

4. Admissibility of realisation

Section 57. *cancelled.*

E. Right of retention

Section 58. The bank shall be entitled to retain services to be rendered by it to the customer due to claims arising out of the business relationship even if they are not based on the same legal relationship. Sections 50 and 51 shall apply accordingly.

VII. Offsetting and Crediting

A. Offsetting

1. by the bank

Section 59. (1) The bank shall be entitled to offset all of the customer's claims to the extent they are distrainable against all liabilities of the customer vis-à-vis the bank.

(2) Notwithstanding the existing right to offset the bank shall carry out dispositions of the customer in favour of third parties regarding credit balances on current accounts as long as the customer has not received an offsetting statement. Distraint of the credit balance shall not be considered a disposition by the customer.

2. by the customer

Section 60. The customer being a consumer shall only be entitled to offset his/her liabilities if the bank is insolvent or if the claim of the customer is related to

his/her liability or the claim of the customer has been ascertained by court decision or recognised by the bank. The customer being an entrepreneur hereby unconditionally and irrevocably waives any setoff of his/her liabilities also in these cases.

B. Credit

Section 61. (1) In business with entrepreneurs the bank may in derogation from the provisions of Section 1416 ABGB (Austrian General Civil Code) - initially credit payments to claims due to the bank to the extent no collateral has been provided for the same or if the value of the collateral provided does not cover the claims. In this respect it is irrelevant at what time the individual claims have become due. This shall also apply to a current account relationship.

(2) In transactions with consumers, the bank may credit payments dedicated to pay a certain claim initially to the unsecured portions of this claim, even if to this extent the assignment by the customer is deviated from. The bank may only make use of this right pursuant to par. 2 if the recoverability of its claims would otherwise be jeopardised.

SPECIAL TYPES OF BUSINESS TRANSACTIONS

I. Trade in securities and other assets

A. Scope of application

Section 62. The terms and conditions under Sections 63 to 67 shall apply to securities and other assets even if they are not certificated.

B. Carrying out of instructions

Section 63 (1) In principle, the bank carries out customer instructions for the purchase and sale of securities as commission agent.

(2) However, if the bank agrees on a fixed price with the customer, it concludes a purchase agreement.

(3) The customer hereby gives his/her consent to the bank's principles of order execution (execution policy), on the basis of which the bank - in the absence of other instructions - will execute the customer's orders. The bank shall inform the customer of any material changes in the execution policy.

(4) The bank may also carry out orders for the purchase and sale of securities in part if the market situation does not allow that the same be carried out in full.

C. Market practice at the place of execution of an order

Section 64 The statutory provisions and market practice applicable at the place of execution shall apply to the execution of an order.

D. Date of carrying out instructions

Section 65. If an instruction which is to be carried out on the same day has not been received early enough to be carried out that day within the scope of ordinary workflow, it shall be scheduled to be carried out on the next trading day.

E. Insufficient coverage

Section 66. (1) The bank shall be entitled to refrain from carrying out transactions in securities in whole or in part if no sufficient coverage is available.

(2) However, the bank shall be entitled to execute such securities transactions if it is unable to note that the customer wants the order to be carried out only under the condition that coverage is available.

(3) If the customer does not provide coverage despite demand the bank shall be entitled to enter into a closing transaction for account of the customer at the best possible price.

F. Transactions abroad

Section 67 If a customer is credited for securities held abroad the customer's claim vis-à-vis the bank equals the share in the overall portfolio of securities of the same type maintained abroad which is held by the bank for account of its customers in compliance with the relevant statutory provisions and market practices.

G. Transactions in stocks

Section 68. In case of transactions in stocks the physical securities of which are not being traded yet the bank shall neither be liable for the issuance of the securities on the part of the joint-stock company nor for the possibility of exercising the shareholders rights prior to the issuance of the securities.

II. Safekeeping of securities and other valuables

A. Safekeeping of securities

Section 69. (1) The bank shall be entitled to place securities deposited with it in the safekeeping deposit of the beneficiary.

(2) The bank is hereby expressly authorised to keep securities issued in Austria abroad and securities issued abroad in Austria. Likewise it shall be authorised to cause registered securities issued abroad to be registered in the name of the domestic depository or in that of the nominee of the foreign depository ("nominee").

(3) Vis-à-vis an entrepreneur the bank shall only be liable for diligent selection of the third-party depository.

B. Redemption of securities, renewal of coupons, drawing, calling

Section 70. (1) The bank shall ensure detachment of due interest coupons, profit participation coupons and dividend coupons and collect their countervalue. The bank shall procure new interest coupons, profit participation coupons and dividend coupons without specific instruction.

(2) Drawings, callings and other comparable measures in respect of the securities held in safekeeping shall be monitored by the bank insofar as they are published in the official gazette "Amtsblatt zur Wiener Zeitung" ~~or in "Mercur, Authentischer Verlosungsanzeiger"~~. The bank shall redeem drawn and called securities as well as interest coupons, profit participation coupons and dividend coupons.

(3) In case of securities deposited with a third-party depository the same shall assume the obligations described in paragraphs (1) and (2) above. In case of securities held abroad the bank shall not be obliged to inform the customer about the numbers of the securities credited and in particular of securities redeemable by drawings. The bank shall then determine by drawing what customers are to be allotted the securities drawn. If, however, numbers of securities redeemable by drawings are advised, they shall only be relevant to the drawing and redemption and only for as long as this is the practice abroad. If, according to the practice abroad, the collection amounts of the drawn securities would have to be distributed pro-rata and if in doing so it would not be possible to represent the remaining parts for individual customers in securities, the customers whose

securities are to be redeemed shall be determined by means of a drawing.

C. The bank's obligation to examine

Section 71. The bank shall examine whether Austrian securities are affected by public notification procedures, payment stops and the like on the basis of the Austrian documents available to it once, namely on the occasion of delivery of the securities to the bank. Also the examination regarding invalidation procedures for securities lost or stolen shall be carried out upon delivery.

D. Forwarding of information from issuers and notification of exchange and other measures

Section 72. (1) In case of conversion, capital increase, capital reduction, merger, exercise or realisation of subscription rights, request for payment, grouping, change, exchange/conversion offer, coupon increase, dividend or coupon payment to which the client could exercise an option, share split, conversion of convertible bonds or other important measures regarding securities the bank shall, to the extent a respective notification has been published in the official gazette "Amtsblatt zur Wiener Zeitung" or communicated in time by the issuing house or the ~~foreign~~ depository, try to notify the customer thereof. If the customer fails to provide instructions in time, the bank shall act to the best of its knowledge by taking into account the customer's interests and, in particular, realise rights which would otherwise forfeit at the latest point in time possible.

(2) If the customer is a shareholder of a company which has its registered office in an EEA member state and whose shares are admitted to trading on a regulated market in an EEA member state, the bank shall, without prejudice to para. 1, immediately transmit to the customer the information on the part of the company which the bank receives with regard to the securities held in safe custody for the customer and which is necessary for the exercise of the customer's shareholder rights. If the company communicates such information directly to all its shareholders holding shares of the relevant class, the credit institution shall not be obliged to communicate the information or the notification.

III. Trade in Foreign currencies and foreign banknotes

A. Procedure

Section 73. The bank shall conclude a purchase agreement with the customer on foreign currencies and foreign banknotes. If it is agreed that the bank acts as commission agent for the customer, the provisions on commission transactions contained in the section on trade in securities shall apply accordingly. In case the bank contracts in its own name no express notification pursuant to Section 405 UGB (Austrian Commercial Code) shall be required.

B. Forward transactions

Section 74. (1) In case of forward transactions the bank shall be entitled to demand from the customer at a reasonable date before the due date, evidence on the fact that the amount owed by the customer will be received in the agreed account in time. If such evidence is not provided or if due to other circumstances it is obvious that the customer will not fulfill his obligations, the bank shall be entitled to conclude a closing transaction at the best possible price already prior to the agreed due date.

(2) Even without prior agreement the bank shall be entitled to demand coverage for the risk of loss if according to the opinion of an expert such risk has increased or if the asset situation of the customer has deteriorated. Unless otherwise agreed, coverage shall be provided in cash. The bank shall hold a lien on the assets deposited as coverage. If the customer fails to provide coverage, the bank shall be entitled to conclude a closing transaction at the best possible price.

(3) If the bank concludes a closing transaction pursuant to paragraph 1 or 2, any resulting price difference shall be debited or credited to the customer, respectively. Any and all expenses incurred in connection therewith shall be borne by the customer.

IV. Foreign currency Loans

Section 75. Foreign currency loans shall be paid back in the currency in which they were granted by the bank. ~~Payments made in other currencies shall be considered security payments unless the bank informs the customer that they will be used for redemption of the loan.~~ The bank shall also be entitled to convert an outstanding debit balance in a foreign currency into Austrian currency upon notification of the customer, if the loan is due for repayment and is not repaid despite a reminder. In business relationships with entrepreneurs, this also applies if

- pursuant to statutory or other circumstances for which the bank is not responsible, refinancing in the foreign currency is not possible anymore; or
- ~~if the entire loan is due for repayment and is not repaid despite a reminder; or~~
- the credit risk ~~in business relationships with entrepreneurs~~ increases due to exchange rate movements in the foreign currency and if the bank does not receive sufficient security within a reasonable period of time.

~~V. Collection and Discount Business, Bill of exchange and cheque operations~~

~~A. Scope of application~~

~~Section 76.~~ These terms and conditions shall apply to bills of exchange, cheques and other collection documents (such as commercial instructions and certificates of obligation).

~~B. Collection or negotiation of documents~~

~~Section 77.~~ In principle, such documents shall be accepted by the bank for collection unless negotiation (discounting) of the same has been agreed upon.

~~C. Timeliness of orders~~

~~Section 78.~~ Orders for collection shall be received so much in advance that they may be carried out in the ordinary course of business without making use of special means of express handling.

~~D. Rights and obligations of the bank~~

~~Section 79.~~ In case of discounting the bank shall be entitled in the cases referred to in Sections 41 (2) and (3) to debit the seller with the full nominal amount plus all expenses incurred by the bank; in case of documents denominated in foreign currency the customer shall also bear the exchange risk.

~~Section 80.~~ In the events stated above as well as in case of recredits of "subject to collection" credits (Section 41) the claims under securities law for payment of the full amount plus ancillary expenses vis-à-vis the customer and any party obligated under the document shall remain

~~with the bank until coverage of the debit balance which results from such recredit.~~

~~Section 81.~~ The bank may demand from the customer that the claim on which the document or acquisition of the same by the customer is based as well as all present and future rights arising from the underlying transactions including the collateral pertaining thereto be transferred. The bank shall only be obliged to cash documents which are due for payment with it, if it has received an order from the customer in time and if sufficient coverage is ensured.

IV. Miscellaneous

Section 76. Reference to the bank (stating the bank details) is allowed only during the valid existence of the business relationship. Any advertising measure with the bank or its subsidiaries or stating the bank or its subsidiaries as reference shall require the express written approval of the bank.

Section 77. The joint arbitration board of the Austrian credit services sector (*Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft*), Wiedner Hauptstraße 63, 1045 Wien is the competent arbitration authority for consumers regarding conflicts pursuant to §98 Abs 2 ZaDiG 2018 (*Austrian Payment Service Act*) that arise between payment service providers and payment service users.