

## General Terms and Conditions for Deposits on Savings Books

### 1. Savings books

Savings deposits are not intended for payment transactions, but are used instead for making investments.

When opening a savings book, the depositor is required to identify himself. He will be given his chosen savings book type at the time of opening.

The Bank makes a distinction between two different types of savings book:

- Type 1 -PASSWORD- savings books: these are savings books with a credit balance of less than EUR 15,000.00 or its equivalent value, and which are not registered to a name and have to have a password assigned to them
- and
- Type 2-REGISTERED-savings books: these are savings books with a credit balance of less than EUR 15,000.00 or its equivalent value and which are registered to names, as well as all savings books with a credit balance in excess of EUR 15,000.00.

Type 1 PASSWORD Savings Books should be assigned a designation. The depositor must take consideration of the fact that dispositions over the savings instrument can only be undertaken upon stating a password determined by him. This proviso should be noted in the savings book and in the Bank's documents.

The Type 2-REGISTERED-savings book can also be opened for two or more depositors (joint savings book). By presenting the savings instrument, every holder can make dispositions over the savings book, especially its closure. If the individual right of disposal is removed from just one of the identified customers, it shall be removed in relation to all identified customers.

The savings book must be labelled as such and bears the company name of the Bank. It also contains the point of issue, the savings book number, the appropriate designation for the type of savings book and, in common with the Type 1 Savings Book, the reference to an agreed password. It also show all deposits, recorded interest, taxes charged and repayments with details on the date on which it took place, as well as any agreed cancellation or tie-in period.

Entries are usually made with a terminal or an accounting machine. Other entries will be confirmed by the persons authorised for this purpose.

### 2. Deposits

Deposits can only be made within the statutory conditions and in the currencies accepted by the Bank (fixed conversion rates or Official Market). The savings book may only be issued for one denomination. If no currency is stated, the savings book denomination is EURO.

Dispositions cannot be made of savings deposits by way of transfers or cheques. On the other hand it is permissible to make transfers to the savings book.

If - irrespective of the type of savings book - the sum to be deposited is equal to or exceeds the sum of EUR 15,000.00 or the equivalent value, the deposit will only be accepted once the depositor has identified himself. In the case of Type 1 Savings Books, the Bank will not accept deposits that will entail the credit balance reaching the EUR 15,000.00 limit.

If an application is made to convert the savings book to a Type 2 REGISTERED savings book, the bearer of the savings book must identify himself. The Bank reserves the right to refuse to accept deposits at any time without stating reasons.

### 3. Disbursements (withdrawals)

Irrespective of the type of savings book, disbursements of savings deposits can only be made by presenting the savings instrument at the Bank counter and only during normal business hours. Dispositions of savings deposits by way of transfers or cheques are not permissible.

In the case of Type 1 Savings Books, the Bank can make disbursements to every holder of the savings instrument who state their name and write down the password. With Type 2 Savings Books, the disbursement will only be made to persons identified in accordance with Section 5 Financial Markets Anti-Money Laundering Act ("FM-GwG").

Type 1: PASSWORD savings book:

- Maximum credit balance less than EUR 15,000.00 or the equivalent value
- Payment to any persons upon presentation of the savings book and writing down the agreed password

Type 2: REGISTERED savings book

(or savings book with a credit balance equal to or greater than EUR 15,000.00 or the equivalent value)

- Disbursement upon presentation of the savings book and only to persons identified in relation to this savings book in accordance with Section 5 Financial Markets Anti-Money Laundering Act ("FM-GwG").
- Amounts of EUR 15,000.00 or over, or the equivalent value, only with additional identification

In the case of Type 1 Savings Books that have reached or exceeded EUR 15,000.00 or the equivalent value since the last time the savings instrument was presented, solely through interest credits, the depositor is required, the next time the savings instrument is presented after having reached or exceeded said limit, to decide if he wishes to have disbursement of the sum in excess of EUR 14,999.00 or conversion to a Type 2 Savings Book.

Unless special tie-in or cancellation (notice) periods have been agreed, disbursements will be made at any time.

From the date of maturity the amount shall accrue interest at the Bank's interest rate for variable interest overnight savings books as shown on counter display. The Bank will not make any payments if an official prohibition or loss report

has been presented.

Disbursements of sums from restricted savings books outside of the time periods agreed for penalty interest-free withdrawal options are to be treated as advances. With respect to advances, the Bank, in accordance with the statutory provisions, will charge and collect an interest penalty of 1 per mil per complete month for non-compliance with the term of the tie-in. However, the interest penalty charged should not exceed the total credit interest earned on the underlying amount. In common with a reduction of the notice period, an early return on a tie-in term shorter than originally agreed is also liable to an interest penalty.

An extraordinary termination (cancellation for cause) by the Bank of savings deposits - which can only be undertaken if a material reason is established to justify it - becomes effective and legally binding at the start of the month but one following the issue of the cancellation to the customer, unless a written rejection from the customer has been received by the Bank to that date. Other forms of notification aside from the General Terms and Conditions are permissible between the Bank and customer, provided an alternative form of notification or delivery has been expressly agreed between customer and Bank.

A material reason entitling the Bank to a termination is established, particularly if the customer makes inaccurate statements regarding his identity or other material circumstances.

Pursuant to No. 11 of the General Terms and Conditions of DenizBank A, the customer must promptly inform the Bank of any changes to his name, his company name, his address or any other address he has specified as a place for receiving service. 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 identity of the customer is unknown to the Bank, the extraordinary cancellation (cancellation for cause) must be performed through two official announcements in the Amtsblatt der Wiener Zeitung (official gazette) and through an announcement posted alongside the cashiers' counter.

In the event of the early cancellation of a savings book, on the basis of Section 32 (8) Austrian Banking Act and to the extent defined therein, the Bank is entitled to charge an interest penalty of 1 per mil per complete month for non-compliance with the term of the tie-in. The cancelled savings book will then be devalued.

#### 4. Transfers/standing orders to savings deposits

Transfers and standing orders made to Type 1 Savings Book are permissible provided this does not entail the maximum credit balance of EUR 15,000.00 or the equivalent value being reached. Transfers that result in the maximum threshold being exceeded will be reversed in full. Transfers to Type 2 Savings Books are only permissible at EUR 15,000.00 and over if the payee has identified himself. However, as a rule it is only possible to make supplementary payments to variable interest-bearing savings books.

#### 5. Interest and fees

The annual interest rate and the fees demanded for services

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in connection with savings deposits will be announced via the counter display and/or in the designated position in the savings book (as an EDP addendum).

Changes to interest rate of variable interest savings books:

Amendments to the interest rate will be proposed to the Customer no later than two months prior to the date on which these amendments are to become applicable. The Customer's acknowledgement of these amendments is deemed issued and the amendments therefore deemed to be agreed if the Customer fails to notify the DenizBank AG of his objections prior to the date on which these amendments are to become applicable. DenizBank AG will in total reduce its interest rate for variable savings books by a maximum of 0.4 percentage points per calendar year.

At the time that a savings account is opened with variable rate of interest, a minimum interest rate of 0.2% (in words: zero point two percent) p.a.

In the event of interest rate changes and changes to the fees for services, the new interest rates or fees shall apply from the day they become applicable; there is no requirement for the Bank to issue a notice. In addition to the notification made by way of the counter display, all changes to interest rates and fees for services will be announced on the Bank's website ([www.denizbank.at](http://www.denizbank.at)) Changes to the interest rate and the effective date will be noted in the savings book the next time it is presented (with a dedicated EDP addendum line). The savings deposits begin accruing interest on the same day they are paid into the Bank (value date of the incoming transfer or at the time cash deposits are received for the Customer's account), continuing up to and including the day prior to payout. The month will be deemed to have 30 days, the year 360.

In the case of savings deposits, those amounts withdrawn again within 14 days following the deposit will not accrue interest; in this context disbursements will always be accounted against the most recently deposited sums.

Unless they are completely disbursed during the calendar year - savings deposits will be closed at the end of each calendar year (closing date). This interest will be merged with the capital sum and together these will accrue interest from the following day. These amounts may be withdrawn without notice, without any liability to pay an interest penalty, up to the end of January of the following year. Statutory taxes will be deducted from the interest; all interest rates listed are gross rates.

#### 6. Loss the savings book

In the event that a savings book is lost, by declaring the material aspects of the savings book and the name, the date of both and the address the loss bearer can arrange for the loss to be noted at the point where the savings book was issued. This will require the presentation of a valid official photo ID.

Thereafter the Bank may not make any disbursements from the savings book for a period of 4 weeks from the time it was registered as lost; it is the responsibility of the loss bearer to initiate a cancellation procedure before this period expires and to arrange for a court-ordered payment prohibition as part of this process.

The disbursement of the deposit or the issue of a replacement book to the loss bearer can only take place after the court's declaration of the invalidity of the savings instrument in question.

#### **7. Limitation period on the deposit**

The limitation period for claims connected with savings deposits and the interest is 30 years, and it commences with the time the last recorded interest was entered into the savings book or the time of the most recent deposit or disbursement.

#### **8. Transitional provisions for savings books opened prior to 1.11.2000**

In the determination of the identity of a depositor of an as yet unidentified savings book opened prior to 1.11.2000, the said individual must state for what type of savings book the conversion is to be made and, where relevant, the password.

Withdrawals from an as yet unidentified savings books opened prior to 1.11.2000 may be made up to 30.06.2002 without verification of the depositor. After 31.10.2000 payments into savings books of this type may not be accepted without prior verification of identity (with the exception of the transfer of securities accounts and within the terms of business relationships within the definition of Section 12 Securities Deposit Act opened before 1 August 1996 or entered into up to 30.06.2002).

Transfers to an as yet unidentified savings book opened prior to 1.11.2000 will be reverse transferred.

#### **9. Concluding provisions**

The place of performance for both parties is the business premises containing the point at which the savings book was issued. Unless otherwise noted in the savings book, the validity and content of the agreements made in relation to this savings book shall remain unaffected by all measures connected with the introduction of the Euro.

Amendments to these General Terms and Conditions for Deposits to Savings Books will be proposed to the Customer no later than two months prior to the date scheduled for these to become applicable. The Customer's acknowledgement of these amendments is deemed issued and the amendments therefore deemed to be agreed if the Customer fails to notify the DenizBank AG of his objections prior to the date on which these amendments are to become applicable. Otherwise No. 2. of the General Terms and Conditions similarly apply.

If the identity of the customer is unknown to the Bank, the notification of the changes to the General Terms and Conditions for Deposits on Savings Books will be performed through an announcement posted alongside the cashiers' counter.

In addition to the provisions above, the General Terms and Conditions of DenizBank AG and the provisions contained in the Austrian Banking Act (BWG), both in their respective current valid versions, likewise apply.

Special savings forms (e.g. Kapitalsparbuch (time deposit savings accounts), savings book in foreign currency) are

subject to the terms and conditions for savings deposits as well as the relevant Special Terms and Conditions publicly displayed at the cashiers' counter).

Subsequent statutory provisions that amend or nullify individual parts of these terms and conditions for savings deposits shall not affect the remaining provisions that are not in conflict with them.

Valid as of: 13 February 2017