

## Special Terms and Conditions for Online Saving

*The present translation is furnished for the customer's convenience only. The original German text of the "Special Terms and Conditions for Online Saving" shall be binding in all respects. In the event of any divergence between the English and the German wording, constructions, meanings, or interpretations, the German wording, construction, meaning or interpretation shall govern exclusively.*

### I. General

On the basis of and in accordance with the following terms and conditions, the Online Saving Customer of DenizBank AG has the opportunity to use internet access to access the Internet Banking Portal of DenizBank AG in order, by using the PIN/TAN procedure, to dispose of the credit balance on his/her interest-bearing Payment Account by way of bank transfers within the European Economic Area without incurring bank charges, open investment accounts (Daily Due Deposit Account and Time Deposit Account) under his/her Payment Account and to transfer credit balances from his/her Payment Account to these accounts. The Customer is made aware that bank transfers outside of the European Economic Area are subject to charges. These are subject to the transfer charges set out in the List of Fees.

Investment account holders may be any natural person of full legal age. In the event that there are two or more account holders, it will be managed as a single- signature joint account unless otherwise agreed. If the designated Payment Account is managed as a single- signature joint account, unless agreed to the contrary all other investment accounts will be managed as single- signature joint accounts. With single-signature joint accounts each account holder is individually entitled to perform all activities offered by the DenizBank AG in relation to the account.

Payment Accounts may only be managed for own account. In the event of any breaches of this condition, DenizBank AG is entitled to terminate the business arrangement wholly or partly.

### II. Payment Account (Stammkonto)

#### 1. Type of account

The DenizBank AG Stammkonto is a payment account set up for an indefinite period of time. The Payment Account will be managed on a current-account basis and solely on the basis of exhibiting a credit balance.

#### 2. Formation of bank account agreement

The contract is established through the set-up of the account by DenizBank AG and by forwarding the PIN/TAN lists to the Customer for the purposes of identification when banking online or, if contractually agreed, through the communication of the SMS TANs. Furthermore, DenizBank AG must have received the account opening application fully and correctly completed and it must have verified the identity of every applicant in accordance with the currently applicable laws. The List of Fees can be viewed on the internet at [www.denizbank.at](http://www.denizbank.at).

The Customer expressly agrees that information and documents concerning the Payment Account, such as account statements in particular, shall be communicated or made accessible to him on a permanent data carrier.

#### 3. Opening a Payment Account

Only one Payment Account may be opened per customer. If a customer holds a Current Account at DenizBank AG, this account will be used instead of a Payment Account.

Following an examination of the account opening application fully completed and signed in a legally binding manner by the Customer and an examination of the verification documents, the Payment Account will be opened by notifying the customer of the account number.

DenizBank AG reserves the right to refuse to open an account without stating reasons.

#### 4. Payment of Interest

The interest paid on the Payment Account is fixed. The fixed interest rate at the outset of the contractual arrangement is set out in DenizBank AG's List of Fees. Interest is calculated according to the 30/360 method.

As a rule, capital gains tax is payable on interest earnings. Any and all documents provided by the Customer and which create a tax-exemption entitlement in accordance with the applicable tax law regulations, must be received by DenizBank AG at least 7 working days before the statement of accounts for the interest earnings is prepared. Documents received after this time will not be taken into consideration. Documents of this type cannot be acknowledged retrospectively.

#### 5. Account settlement and account statements

The management of the DenizBank AG Payment Account is free of banking charges. Information about fees may be found in the List of Fees. Each account settlement will be performed at the end of the calendar quarter. The quarterly interest and payments accrued to the closing date form part of the final balance and will be credited or charged to the account.

DenizBank AG will issue an account statement each month (provided account transactions have taken place during the month in question); these will be made available, free of charge, in the Internet Banking mailbox or sent to the Customer by email. In any event, account statements will be issued quarterly as part of the account settlement process, after which they will be communicated or made accessible. With regard to Section 53 (2) Payment Services Act 2018 ("ZaDiG 2018"), the Customer expressly agrees that account statements shall only be communicated or made accessible on a monthly basis (provided account transactions have taken place during the month in question).

#### 6. Payments and Disposition

Payments can be made as cash payments at every branch office of DenizBank AG or in the form of bank transfers.

The account holder can at all times dispose of some or all of his/her credit balance. There is no charge for bank transfers within the European Economic Area or for the establishment, modification or cancellation of investment accounts online. The fees for bank transfers outside of the European Economic Area and transfers issued in writing (by fax or over-the-counter) are based on the List of Fees in its currently valid version. Payments and transactions not covered by the available amount or an agreed overdraft on

the payment account or current account will not be executed by DenizBank AG.

### 7. Account cancellation

The account holder may cancel the account at any time without notice. In this case the account settlement will be prepared early to the date of the cancellation; the final balance will be disbursed or transferred to the account holder. There is no charge for the actual account cancellation.

## III. Online Daily Due Deposit Account

### 1. Type of account

The DenizBank AG online Daily Due Deposit Account (Daily Due Deposit Account) is an investment account set up for an indefinite period of time (savings account) and is not for the purpose of executing payment transactions. The Daily Due Deposit Account will be managed solely on the basis of exhibiting a credit balance.

### 2. Formation of bank account agreement

The agreement is established through the opening of an online Daily Due Deposit Account by way of electronic notification of the Customer by DenizBank AG of the account number and investment type, the Customer having fully and correctly completed the account opening application in the Internet Banking system of DenizBank AG and identified himself to DenizBank AG through utilisation of the PIN/TAN procedure.

### 3. Opening a Daily Due Deposit Account

Only one Daily Due Deposit Account may be opened per customer. In order to open a Daily Due Deposit Account the Customer must have opened a Payment Account, because transfers from the Daily Due Deposit Account can only be made to the Payment Account. DenizBank AG reserves the right to refuse to open an account without stating reasons. Any minimum and maximum amounts for the deposit can be found in the List of Fees in its currently valid version.

### 4. Payment of Interest

The interest rate at the outset of the contractual arrangement is set out in DenizBank AG's List of Fees. 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 become applicable. The Customer's acknowledgement of these amendments is deemed declared and the amendments therefore deemed agreed, if the Customer fails to notify DenizBank AG of his objections prior to the date scheduled for these amendments to become applicable. DenizBank AG will in total reduce its call money rate by a maximum of 0.4 percentage points per calendar year. Interest is calculated according to the 30/360 method.

At the time that a Daily Due Deposit Account is opened, a minimum interest rate of 0.01% (in words: zero point zero one percent) will be agreed with the Customer. As a rule, capital gains tax is payable on interest earnings

Any and all documents provided by the Customer and which create a tax-exemption entitlement in accordance with the applicable tax law regulations, must be received by DenizBank AG at least 7 working days before the statement of accounts for the interest earnings is prepared. Documents received after this time will not be taken into consideration.

Documents of this type cannot be acknowledged retrospectively.

### 5. Account settlement

The management of the DenizBank AG online Daily Due Deposit Account is free of banking charges. The account settlement will be performed annually in arrears. The interest accrued to the closing date form part of the final balance and will be credited to the account. DenizBank AG will issue an account statement at the time of the account settlement, which will be made available without charge in the Customer's Internet Banking mailbox. The account statement shall also set out the interest scale for the calendar year ended.

### 6. Disposition

Payments-in can be made at any time up to the maximum amount as set out in the List of Fees in its currently valid version. Payments-in are only possible in the form of transfers from payment or current accounts held with DenizBank AG or from an account held with another bank.

The account holder can at all times dispose of some or all of his/her credit balance. Dispositions in relation to the online Daily Due Deposit Account are only possible by way of transfers to the Payment Account (No. II/1.). It is not possible to issue transfer orders in favour of other accounts, standing orders, collection orders and/or direct debits against the online Daily Due Deposit Account. It is expressly indicated that cash payments or cash disbursements in favour of or against the online Daily Due Deposit Account are not possible.

### 7. Account cancellation

The account holder may cancel the account in writing at any time without notice. An account settlement and the final balance will be transferred to the Payment Account. There is no charge for the actual cancellation.

## IV. Online Time Deposit Account

### 1. Type of account

The online Time Deposit Account of DenizBank AG is a no-charge term deposit with an agreed fixed period and a fixed interest rate which is published in the List of Fees.

### 2. Formation of the account contract

The agreement is established through the opening of an online Time Deposit Account by way of electronic notification of the Customer by DenizBank AG of the account number and investment type, the Customer having fully and correctly completed the account opening application in the Internet Banking system of DenizBank AG and identified himself to DenizBank AG by using the PIN/TAN procedure. On the following day the Customer will receive a written message in his/her Internet Banking mailbox confirming the formation of the contract. This written confirmation documents the deposited amount, the exact term and the disbursement amount. No additional account statements will be issued.

### 3. Opening a Time Deposit Account

When opening this account the Customer must specify a Payment- or Current Account held by him/her and to which the invested amount will be charged.

In order to open a Time Deposit Account the Customer must have opened a Payment Account with DenizBank, because reverse transfers from the Time Deposit Account can only

be made to the Payment Account.

DenizBank AG reserves the right to refuse to open an account without stating reasons. Any minimum and maximum amounts for the deposit can be found in the List of Fees.

#### 4. Start of term, interest return

The contractually defined term commences at the time that the account is opened via Internet Banking. If an account is opened via Internet Banking on a public holiday, a Saturday or Sunday, the contractually defined term will commence on the next working day. The interest rate will be defined on the basis of the term selected by the account holder. In the absence of any other agreement, the applicable interest rate will be the one applicable on the day that the term commences. The currently valid interest rate can be found on the List of Fees of DenizBank AG. The List of Fees can be viewed online at [www.denizbank.at](http://www.denizbank.at). The listed interest rate is gross and does not include taxes. The interest will be credited to Time Deposit Accounts at the end of each year following the deduction of any taxes payable. Time Deposit Account customers may transfer the interest within a month after the end of each year of duration via internetbanking to the referring Payment Account free of interests on advances. Unless otherwise agreed in writing, the interest less tax for longer term deposits will be capitalised at the end of each annual term. Unless otherwise agreed in writing, the interest is calculated in accordance with the 30/360 daily method.

As a rule, capital gains tax is payable on interest earnings. Any and all documents provided by the Customer and which create a tax-exemption entitlement in accordance with the applicable tax law regulations, must be received by DenizBank AG at least 7 working days before the statement of accounts for the interest earnings is prepared. Documents received after this time will not be taken into consideration. Documents of this type cannot be acknowledged retrospectively.

#### 5. Disposition, maturity and repayment

The Time Deposit Account is not for the purpose of performing payment transactions. The credit balance will be repaid on the date of maturity. The repayment will be made to the agreed Payment Account.

Unless otherwise agreed, the date of maturity is calculated on the basis of the start date and the term selected. If the date of maturity falls on a weekend or a public holiday, the term will be extended to the next business day (business days are Monday to Friday, except public holidays and the 24<sup>th</sup> of December). When making the application the account holder can choose between three options about how to proceed with the invested amount and accrued interest at the date of maturity, whereby he/she is able to change his/her decision by submitting notification in written form or via any other way of communication agreed to DenizBank AG up to one week prior to maturity:

- Repayment of the invested amount plus interest to the Payment Account
- Automatic renewal of the investment for the sum of the invested amount plus interest with the term being equal to the original term and the investment being subject to the terms and conditions applicable as of the date of maturity;

- Automatic renewal of the investment for the sum of the invested amount, with the term being equal to the original term and the investment being subject to the terms and conditions applicable as of the date of maturity, with the interest to be returned to the Payment Account;

The Time Deposit Account is closed with full repayment of the credit balance.

#### 6. Early termination

The account holder may cancel a Time Deposit Account. The cancellation is valid in written form or via any other way of communication agreed.

Payments made prior to the end of the term are to be treated as advances, and interest is to be calculated accordingly. For these advances, 0.1% is to be charged for each full month by which the commitment period is not observed. However, interest on advances must not exceed the total credit interest accrued on the amount accepted; to the extent necessary, charges may be applied retroactively to credit interest paid out in the preceding year in cases where the credit interest for the current year is not sufficient. Any reduction of a commitment duration will also trigger interest on advances.

The account holder may extraordinarily terminate the Time Deposit Account during the agreed term for good cause in written form with immediate effect. A good cause is given, if a further holding of the account will be unacceptable for the account holder. In this case, the commitment duration ends with immediate effect. Deposits incl. interest will be transferred to the Payment Account at DenizBank AG deducted by taxes without triggering an interest on advances.

#### V. Additional conditions

If no account activity is registered for a period of time in excess of six months from the opening of the business arrangement, DenizBank AG reserves the unilateral right to close the Payment Account and any investment accounts (Daily Due Deposit Accounts and Time Deposit Accounts). If the Customer opens an investment account, but fails to make any credit transfers to this account, any credit balance posted on his/her Payment Account will earn interest under the terms and conditions applicable to the Payment Account. The General Terms and Conditions (GTC) of DenizBank AG and the General Information on Payment Services with Consumers also apply secondarily.

These documents can be viewed on the internet at [www.denizbank.at](http://www.denizbank.at). Amendments to these Special Terms and Conditions 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 DenizBank AG of its objection to the change prior to the date scheduled for these amendments to become applicable. The provisions contained in No. 2 otherwise apply. The General Terms and Conditions apply accordingly.

**Right to Withdraw:** When concluding a contract by way of a distance selling arrangement, in accordance with Section 8 Distance Financial Services Act (FernFinG) the customer has the right to cancel the contract within 14 days following the conclusion of contract; no reasons need be provided for the cancellation.

If a Payment Account is withdrawn, the referring saving products are cancelled simultaneously.

Valid as of: July 2019