

GENERAL TERMS AND CONDITIONS

Version: July 2025

The present translation is furnished for the customer's convenience only. The original German text of the "General Terms and Conditions" 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 prevail.

To make these General Terms and Conditions easier to read, they have been composed in a non-gender-specific manner and apply to all genders equally.

GENERAL PROVISIONS

I. FUNDAMENTAL RULES FOR THE RELATIONSHIP BETWEEN THE CUSTOMER AND THE BANK

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

1. Scope of application

Section 1. (1) These General Terms and Conditions (hereinafter "GTCs") shall apply, once agreed, to the entire business relationship between the Customer and all branch offices of the Bank. This business relationship shall encompass all individual business dealings (i.e. the individual contractual relationships as established, for example, by account management agreements, securities account agreements or credit agreements) between the Customer and the Bank and therefore also all framework agreements for payment services (e.g. current account agreements, master account agreements or debit card agreements). The provisions of agreements concluded with the Customer or of special terms and conditions shall take precedence.

(2) The terms "consumer" and "entrepreneur" are used hereinafter with the meaning they have in the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG).

2. Amendments to the General Terms and Conditions and the framework agreements for payment services

Section 2. (1) Amendments to these GTCs shall be proposed to the Customer at least two months prior to the date scheduled for their entry into force. The amendment proposal shall be accompanied by a comparison that sets out the provisions affected by the amendment proposal and the proposed amendments to these GTCs. The Customer's consent to the amendments shall be deemed to have been given if the Bank does not receive any objection from the Customer prior to the date proposed for their entry into force. The Bank shall draw the Customer's attention to this procedure in the amendment proposal. In addition, the Bank shall publish this comparison of the provisions affected by the amendment to the GTCs as well as the full version of the new GTCs on its website and shall provide the Customer with a hard copy of them at the Customer's request, which shall be either handed over at its branch offices or sent by letter; the Bank shall draw the Customer's attention to this too in the amendment proposal.

The amendment proposal must be communicated to the Customer if the Customer is a consumer. For entrepreneurs, it is

sufficient that the proposal regarding the amendments be made available in the manner agreed with the entrepreneur.

(2) Notification of the proposed amendments shall be provided to the Customer by letter sent to the last address supplied by the Customer (see Section 11(2) GTCs). The amendments may also be communicated in any other form agreed with the Customer.

Thus, the Customer may agree with the Bank that notification shall be provided in electronic form via the internet banking mailbox. In the case of electronic notification, the Bank shall inform the Customer in the manner agreed with the Customer (text message to the last telephone number supplied by the Customer, email to the last email address supplied by the Customer, post to the last mailing address supplied by the Customer or in any other agreed form) that the amendment proposal is available and accessible in the internet banking mailbox.

(3) In the event of such intended amendment to the GTCs, the Customer, if the Customer is a consumer, shall be entitled to terminate their framework agreements for payment services, especially the payment account agreement, free of charge and without notice before the amendments enter into force. The Bank shall draw the Customer's attention to this in its amendment proposal.

(4) Paragraphs (1) to (3) shall also apply to amendments to framework agreements for payment services (especially the payment account agreement) in which the applicability of these GTCs has been agreed between the Customer and the Bank.

(5) Preceding paragraphs (1) to (4) shall not apply to amendments to fees charged to the Customer (including debit interest) or the Bank's services (including credit interest). Amendments to fees and services shall be governed by Section 43 to Section 46, unless such amendments are agreed individually with the Customer.

B. Submission of declarations

1. Customer orders

Section 3. (1) Orders shall be placed in writing.

(2) The Bank shall also be entitled to execute orders placed with it via means of telecommunication (most notably by phone, wire, telex, fax, text message or remote data transmission). Provided all other requirements are met, the Bank shall only be obliged to execute such orders if so agreed by the Customer and the Bank.

(3) The Bank shall be entitled to execute orders in any form that are placed with it within the framework of a business relationship with an entrepreneur, and to do so on the latter's account, if the Bank, with no fault on its part, is of the opinion that they originate

from the entrepreneur and if the ineffective order cannot be attributed to the Bank. This shall not apply to orders to perform payment services.

2. Obtaining of confirmation by the Bank

Section 4. For security reasons, and especially with orders placed via means of telecommunication, the Bank shall be entitled to obtain an order confirmation by the same or different means of communication, depending on the circumstances, before executing such orders.

3. Declarations and information from the Bank

Section 5. (1) Notifications and declarations from the Bank sent via means of telecommunication shall apply subject to written confirmation unless other agreements have been made in writing or other banking practices exist. This shall not apply to consumers.

(2) Declarations and information that the Bank is required to provide or make available to the Customer shall be received by the Customer as a hard copy or, if a corresponding agreement exists, on another durable data medium (e.g. by electronic means within the context of internet banking).

(3) If the Customer is a consumer, a fee statement shall be made available to the Customer in accordance with Section 8 of the Austrian Consumer Payment Account Act (Verbraucherzahlungskontogesetz, VZKG) once a year and upon termination of the framework agreement. If an agreement has been concluded with the Customer to use internet banking, the fee statements shall be made accessible in electronic form through internet banking; otherwise, the Bank shall make the fee statements available to the Customer at the branch offices. At the Customer's request, the Bank shall provide the fee statements to the Customer free of charge as a hard copy.

C. Right of disposal upon the death of the Customer

Section 6. (1) As soon as the Bank learns of the death of a Customer, it shall permit dispositions on the basis of a decision rendered by the probate court, of the decision on the devolution of assets or of a European certificate of succession. In the case of joint accounts or joint securities accounts, dispositions made by an account holder or securities account holder vested with 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 be terminated by the death of the Customer. In case of doubt, accounts held by an entrepreneur shall be considered business accounts.

D. Duties and liability of the Bank

1. Duties to provide information

Section 7. (1) Aside from its statutory information obligations, the Bank does not have any information obligations other than those mentioned in its terms and conditions unless a separate agreement states otherwise. Accordingly, unless there is a statutory or contractual obligation to do so, the Bank shall not be obliged to inform the Customer about imminent price or exchange losses, about the value or worthlessness of objects entrusted to it or about any facts or circumstances likely to affect or jeopardise the value of such objects or to give the Customer any other advice or information.

(2) The provisions of Chapter 3 of the 2018 Austrian Payment Services Act (Zahlungsdienstegesetz 2018, ZaDiG), which

regulates the transparency of contractual terms and conditions and the information obligations for payment services, shall not apply in respect of entrepreneurs or any legal entities.

2. Order processing

Section 8. (1) Any order which typically requires recourse to a third party due to its content shall be fulfilled by the Bank by entrusting a third party in its own name. If the third party is selected by the Bank, the latter shall be liable for its careful selection.

(2) The Bank shall be obliged to assign claims against the third party, if any, to the Customer if so requested by the latter.

Section 9. (1) Beyond the provisions set out in Section 8, the Bank shall be liable for payment services within the European Economic Area (EEA) in euro or in any other currency of an EEA Member State vis-à-vis natural persons (but not vis-à-vis entrepreneurs or legal entities even if they are consumers within the meaning of the Austrian Consumer Protection Act) in accordance with Section 80 ZaDiG as follows:

- (i)** in respect of payment orders initiated directly by the payer, the Bank shall be liable
 - a. as the payer's payment service provider vis-à-vis the payer for proper execution of the payment transaction until the payee's payment service provider receives the payment transaction amount;
 - b. as the payee's payment service provider vis-à-vis the payee for proper execution from receipt of the payment transaction amount;
- (ii)** in respect of payment orders initiated by or through the payee, the Bank shall be liable
 - a. as the payee's payment service provider vis-à-vis the payee for proper transmission of the payment order to the payer's payment service provider and for proper processing of the payment transaction;
 - b. as the payer's payment service provider vis-à-vis the payer for incorrect execution of the payment transaction provided that the payment order was transmitted properly to the Bank by the payee's payment service provider, unless the Bank demonstrates that the payee's payment service provider has received the payment transaction amount, even if the payment was executed with only a slight delay.

Beyond the provisions set out in (i) and (ii), the Bank shall be liable for all fees and interest for which it is responsible and which are billed to the Customer as a result of the non-execution or incorrect or delayed execution of the payment transaction.

E. Duties to cooperate and liability of the Customer

1. Introduction

Section 10. In the Customer's dealings with the Bank, the Customer must pay particular attention to the following duties to cooperate; any violation thereof shall require the Customer to pay compensation or shall reduce the Customer's own claims for compensation against the Bank.

2. Notification of important changes

a) *Name or address and contact details*

Section 11. (1) The Customer must immediately notify the Bank of any changes to their name, their company name, their address or the address of another receiving office designated as such by the Customer, their email address as well as their telephone or mobile phone number.

(2) If the Customer does not disclose changes to the address, written declarations from the Bank shall be deemed to have been received if they have been sent to the last address disclosed by the Customer to the Bank. If the Customer fails to disclose changes to their email address or mobile phone number, communications from the Bank about the existence of a message in the internet banking mailbox shall be deemed to have been received if they have been sent to the last email address and/or mobile phone number disclosed by the Customer to the Bank.

b) Power of representation

Section 12. (1) The Customer must notify the Bank promptly of the cancellation of or changes to any power of representation disclosed to the latter – including the right of disposal and authority to sign (Section 31 and Section 32) – and must provide evidence of the change, unless such results from the notification.

(2) Any power of representation disclosed 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. In particular, this shall apply even if the cancellation of or change to the power of representation was entered in a public register and duly published.

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

Section 13. Any loss and any restriction of the Customer's capacity to enter into legal transactions must be reported to the Bank in writing without delay. If the Customer is a company or legal entity, the dissolution thereof must also be disclosed to the Bank without delay.

3. Business relationship for own account or for the account of a third party

Section 13a. When establishing any business relationship and when undertaking occasional transactions, the Customer must inform the Bank whether they wish to conduct the relationship and/or transaction for their own account or for that of a third party and/or on a third party's behalf. The Customer must promptly inform the Bank of their own volition of any changes in this regard during the current business relationship.

4. Clarity of orders

Section 14. (1) The Customer must ensure that their orders for the Bank are formulated clearly and unambiguously. Any changes, confirmations or repeat orders must expressly be identified as such.

(2) If the Customer wishes to give special instructions to the Bank regarding the execution of orders, the Customer must inform the Bank thereof separately and explicitly, and in case of orders placed by means of forms the instructions must be given separately, i.e. not on the form. This shall apply, above all, if the execution of the order is extremely urgent or subject to certain periods and deadlines.

5. Diligence when using payment instruments and disclaimer of liability towards companies

Section 15. (1) When using a payment instrument that can be used as agreed to place an order with the Bank, the Customer must take all reasonable precautions to protect the personalised security features from unauthorised access. Payment initiation service providers and account information service providers shall

not be deemed "unauthorised parties" within the meaning of this provision.

As soon as the Customer becomes aware of the loss, theft, misuse or otherwise unauthorised use of the payment instrument, the Customer must immediately report this to the Bank or to the body specified by the Bank in the special terms and conditions agreed with the Customer that relate to the payment instrument.

Entrepreneurs and legal entities shall be liable for any losses sustained by the Bank as a result of the violation of these due diligence obligations, unlimited in amount for each type of fault.

(2) The Bank shall be entitled to block payment instruments that it has issued to the Customer if

- objective reasons in connection with the security of the payment instrument justify this, or
- unauthorised or fraudulent use of the payment instrument is suspected, or
- in case of a payment instrument with a credit line, there is a significantly increased risk that the payer shall not be able to meet their payment obligation. Such a significantly increased risk shall particularly exist if the Customer has failed to meet their payment obligations in connection with a credit line associated with the payment instrument (overdraft or overrunning) and
 - either the fulfilment of these payment obligations is jeopardised due to a deterioration of or threat to the financial situation of the Customer or of a jointly obligated party
 - or the Customer has become insolvent or insolvency is imminent.

(3) The Bank shall inform the Customer of such a block and the related reasons, as well as of the blocking of access by an account information service provider and/or payment initiation service provider to a payment account of the Customer and the reasons for such blocking, in the form of communication agreed with the Customer, if possible prior to, but certainly no later than immediately after, the block.

The obligation to provide information shall not exist if any disclosure of the block or of the reasons for the block would violate a court or administrative order and/or contravene Austrian or Community legal standards or objective security considerations.

(4) In relation to customers qualifying as businesses, Section 68 (5) ZaDiG 2018 shall not apply.

6. Raising of objections

Section 16. Any declarations from the Bank that do not concern payment services (e.g. confirmations of orders placed relating to financial instruments and notices about their execution and final confirmations; account statements, account balancing statements and other statements of any kind concerning loans and foreign currency transactions; securities account statements and/or lists) must be checked by the Customer for their completeness and correctness, and any objections must be raised immediately and certainly within two months at the latest.

If the Bank does not receive any objections to these declarations or to the balancing of any account that is not a payment account within two months, these declarations shall be deemed to have been approved.

The Customer may still demand rectification after such period expires, but in that case the Customer must prove that the declaration was incorrect. In every declaration to which this rule

applies, the Bank shall inform the Customer of the consequences of failing to raise a timely objection.

7. Rectification of payment transactions

Section 17. (1) In the event that the Customer's payment transaction account is debited due to an unauthorised or incorrectly executed payment transaction, the Customer can in any case obtain rectification by the Bank if the Customer has informed the Bank immediately after discovering an unauthorised or incorrectly executed payment transaction and certainly no later than 13 months after the debit date. For entrepreneurs and legal entities, the deadline shall be one month.

These time limits shall not apply if the Bank has failed to supply or make accessible to the Customer the information provided for in Section 39 (11) regarding the relevant payment transaction. This provision shall not prejudice other entitlements to rectification that the Customer may have.

(2) The Bank shall reimburse the Customer for the amount of an unauthorised payment transaction immediately and certainly no later than by the end of the business day that follows the day on which it became aware of or was informed of the payment transaction. Reimbursement shall be made by restoring the debited account to the level that it would have been at if the unauthorised payment transaction had not taken place, with the amount in the payer's payment account being value dated no later than on the day of the account debit. If the Bank suspects fraudulent behaviour on the part of the Customer and has informed the Financial Market Authority in writing of reasons to justify its suspicion, the Bank must immediately check and fulfil its reimbursement obligation if the suspicion of fraud is not confirmed. If the unauthorised payment transaction was initiated via a payment initiation service provider, the reimbursement obligation shall rest with the Bank.

8. Notification in case of non-receipt of communications

Section 17a. If the Customer is an entrepreneur, the Customer must inform the Bank without delay if the Customer does not receive regular communications from the Bank (e.g. account balancing statements or securities account statements) or other communications or mail from the Bank, which the Customer could have anticipated in the circumstances, within the period of time normally to be expected for the agreed transmission.

This shall not apply to communications and mail related to payment services.

9. Translations

Section 18. Any documents in a foreign language submitted to the Bank must be accompanied upon request by the Bank by a translation into German that has been certified by a court-sworn translator.

F. Place of performance; applicable law; jurisdiction

1. Place of performance

Section 19. The place of performance for both parties shall be the premises of the Bank. This shall not apply to payments a consumer is required to make to the Bank.

2. Applicable law

Section 20. Austrian law shall apply to all legal relationships between the Customer and the Bank if the Customer's usual

place of residence at the time of establishment of the business relationship is in Austria.

If the Customer is a consumer and at the time of establishment of the business relationship has their usual place of residence not in Austria but in another EEA Member State, Austrian law shall apply to all business relationships between the Bank and the Customer on condition that more favourable mandatory consumer protection provisions of the state of their usual place of residence shall remain applicable if the law of that EEA State would be applied in the absence of this choice of law in accordance with the Rome I Regulation.

3. Jurisdiction

Section 21. (1) Legal actions by an entrepreneur against the Bank may only be brought before the court that has jurisdiction over the subject-matter at the place of the Bank's head office. This shall also be the place of jurisdiction in case of legal actions brought by the Bank against an entrepreneur, notwithstanding the Bank's right to file a claim in any other court having local jurisdiction and jurisdiction over the subject-matter.

(2) The place of general jurisdiction in Austria with regard to legal actions brought by or against a consumer as specified when the agreement with the Bank was concluded shall remain applicable if the consumer, after concluding the agreement, moves abroad and decisions of Austrian courts are enforceable in that country.

G. Termination of the business relationship

1. Ordinary termination of the business relationship with entrepreneurs

Section 22. If and insofar as there is no fixed-term agreement in place, the Bank and the Customer may terminate the entire business relationship or individual parts thereof (including loan agreements and framework agreements for payment services such as, in particular, current account agreements) at any time subject to a notice period of 14 days. Fees paid in advance shall not be refunded.

2. Ordinary termination of the business relationship with consumers

Section 23. (1) The Customer may terminate a framework agreement for payment services, especially the current account agreement, free of charge at any time subject to a notice period of one month. The right to terminate a framework agreement for payment services free of charge and without notice due to an amendment to the GTCs or to a framework agreement for payment services as proposed by the Bank (Section 2) shall remain unaffected.

(2) Credit agreements concluded for an indefinite term may be terminated by the Customer free of charge at any time subject to a notice period of one month.

(3) All other agreements concluded with the Bank for an indefinite term may be terminated by the Customer at any time subject to a notice period of one month.

(4) The Bank may terminate agreements concluded for an indefinite term subject to a notice period of two months. Such termination must be communicated on paper or on another agreed durable data medium.

3. Termination for cause

Section 24. (1) The Bank and the Customer may terminate the entire business relationship or individual parts thereof for cause

at any time with immediate effect irrespective of any agreement concluded for a fixed term.

(2) Cause entitling the Bank to terminate the relationship shall exist, in particular, if

- a deterioration of or risk to the financial situation of the Customer or of a jointly obligated party arises, which jeopardises the ability to meet the commitment to the Bank,
- the Customer has not fulfilled or cannot fulfil an obligation to provide or increase collateral, which jeopardises the ability to meet commitments to the Bank,
- the Customer has provided information that is incorrect in material aspects about significant parts of their financial situation (assets and liabilities) or about other material circumstances and the Bank would not have concluded the agreement if it had been aware of the true financial situation and/or circumstances.

4. Legal consequences

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

(2) Furthermore, 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 re-debit any amounts that have been credited, subject to receipt. Claims arising from securities, in particular bills of exchange or cheques, may be asserted by the Bank until any debit balance is covered.

(3) In the event of termination of the entire business relationship or individual business dealings, the Bank shall proportionally reimburse the Customer, if the Customer is a consumer, for the fees paid in advance for payment services for a certain period of time.

(4) These GTCs shall continue to apply even after the termination of the business relationship until settlement in full.

H. Right to refuse disbursement

Section 26. (1) The Bank may refuse to disburse the credit amount on objectively justified grounds.

(2) Objectively justified grounds within the meaning of paragraph (1) shall be deemed to exist if after conclusion of the agreement

- circumstances arise that indicate a deterioration in the borrower's financial situation or a devaluation of the requisite collateral to such an extent that repayment of the credit or payment of the interest is jeopardised even if the collateral is liquidated, or
- the Bank has an objectively justified suspicion that the borrower shall use the credit amount in a manner that is contrary to the agreement or unlawful.

(3) For consumers, the Bank must immediately inform them of this intention on paper or on another durable data medium, disclosing the reasons. The reasons must not be disclosed if doing so would jeopardise public security or order.

II. BANK INFORMATION

Section 27. Unless there is an obligation to provide banking information generally held about the financial situation of an entrepreneur, such information shall be provided without obligation only and, for entrepreneurs, in writing only.

III. OPENING AND MANAGEMENT OF ACCOUNTS AND SECURITIES ACCOUNTS

A. Scope of application

Section 28. Unless otherwise specified, the following provisions relating to accounts shall also apply to securities accounts.

B. Opening of accounts

Section 29. When opening an account, the future account holder must prove their identity. Accounts shall be kept under the name, or company name, of the account holder and a number (account number/IBAN).

C. Specimen signatures

Section 30. Persons who are to have the power of disposition and/or the authority to sign with regard to the account and securities account must deposit their signature with the Bank. Based on the signatures deposited, the Bank shall permit written dispositions in accordance with the account relationship with the Customer.

D. Power of disposition and authority to sign

1. Power of disposition

Section 31. Only the account holder shall be entitled to dispose of the account. Only persons whose power of representation is provided for by law or persons who hold an express written power of attorney to dispose of this account shall be entitled to represent the account holder; they shall be obliged to prove their identity and power of representation.

In the case of health care proxies, whose effectiveness (in particular, the onset of legal incapacity) has been entered in the Austrian Central Register of Legal Representation, a power of attorney that generally encompasses disposition of the grantor's accounts shall suffice.

2. Authority to sign

Section 32. (1) The account holder may expressly and in writing grant other persons authority to sign for the account. Authorised signatories must prove their identity to the Bank. Authorised signatories shall exclusively be authorised to effect and revoke dispositions on the credit balance in the account.

(2) The authority to sign for a securities account shall also include the power to buy and sell securities within the scope of the coverage available in the clearing account.

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. Trust account

Section 34. In the case of trust accounts, the trustee as the account holder shall be exclusively entitled and obligated vis-à-vis the Bank.

3. Joint account

Power of disposition

Section 35. (1) An account may also be opened for multiple account holders (joint account). Dispositions regarding the account, in particular the closing thereof and the granting of authority to sign, may only be made jointly by all account holders. Every account holder may be represented by a specially authorised representative on a case-by-case basis. Authority to sign may be revoked by each individual joint account holder.

(2) All account holders shall be jointly and severally liable for obligations arising from the account.

(3) Unless expressly agreed otherwise, every joint account holder shall have individual power to dispose of the credit balance in the account. Such authority shall also include the power to buy and sell securities within the scope of the coverage available and in accordance with the common investment objective of all securities account holders as set out pursuant to the Austrian Securities Supervision Act (Wertpapieraufsichtsgesetz). It shall, however, be terminated by the express objection of another account holder; in that case, the joint account holders must act together.

Section 36. Not applicable.

4. Foreign currency account and transactions in foreign currency

Section 37. (1) If the Bank maintains a foreign currency account for the Customer, funds in the corresponding foreign currency shall be credited to this account unless a different payment order exists. If there is no foreign currency account, the Bank may credit funds in a foreign currency to the payee's account stated in the payment order in the domestic currency.

(2) The Bank's obligation to execute a disposition debiting a foreign currency credit balance or to satisfy a foreign currency liability shall be suspended to the extent that, and for as long as, the Bank cannot effect any dispositions or can only do so in a limited manner in the currency in which the foreign currency credit balance or liability is denominated, due to political measures or events in the country of that currency. To the extent that, and for as long as, such measures or events persist, the Bank shall also not be obliged to render performance at some other location outside the country of the currency, in another currency (including EUR) or by acquiring cash. The Bank's obligation to execute a disposition debiting a foreign currency credit balance shall not be suspended, however, if the Bank is able to execute it entirely in-house. The right of the Customer and the Bank to offset reciprocal claims in the same currency shall remain unaffected by the above provisions.

F. Balancing of accounts and securities account statements

Section 38. (1) Unless otherwise agreed, the Bank shall balance accounts quarterly. Securities account statements shall be provided to the Customer quarterly.

(2) The interest and fees accrued since the last balancing of accounts shall form part of the closing balance, which shall subsequently be subject to further interest. Through crediting interest to the account balance (capitalisation), interest shall then be accrued on the interest (compound interest).

IV. CURRENT ACCOUNT TRANSACTIONS

A. Transfer orders

Section 39. (1) Unique identifiers to be specified by the Customer for the initiation and execution of a payment order by the Bank are

(i) the International Bank Account Number (IBAN) in the case of transfer orders in EUR in favour of a payee whose account is held with a payment service provider in Austria or in other States of the European Economic Area (EEA),

(ii) as follows in the case of transfer orders in a currency other than EUR in favour of a payee whose account is held with a payment service provider in Austria or in other States of the EEA:

- the IBAN and the Bank Identifier Code (BIC) of the payee's payment service provider

(iii) as follows in the case of transfers (in EUR or in another currency) in favour of a payee whose account is held with a payment service provider outside the EEA:

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

(2) In addition to the unique identifiers pursuant to paragraph (1), the Customer must also provide the payee's name; however, this is not a unique identifier.

(3) For SEPA transfers ("transfers" and "instant payments"), the credit institution will use the name of the recipient specified by the customer for the purpose of recipient verification from October 9, 2025. As part of the recipient verification process, the IBAN of the recipient specified by the customer is compared with the name of the recipient. The credit institution will show the customer the result of this recipient verification before the customer authorizes the transfer in question.

(4) The Bank shall execute a transfer order on the basis of the unique identifier(s); any other information, including the payee's name, shall not be taken into account during such process.

(5) The intended purpose stated in the transfer order shall in any case be irrelevant to the Bank.

(6) Acceptance of a transfer order by the Bank shall not, in and of itself, give rise to any third-party rights vis-à-vis the Bank.

(7) The Bank shall only be obliged to carry out a transfer order if sufficient funds to cover the full amount are available in the Customer's designated account (credit balance, overdraft facility granted).

(8) The Customer shall be entitled to use a payment initiation service provider to issue a transfer order to the Bank unless the payment account is not accessible online.

(9) Any transfer orders received by the Bank or by the payment initiation service provider commissioned by the Customer (Section 39a, 39b.) cannot be revoked unilaterally by the Customer. If a later date of execution has been agreed for a transfer order, it shall become irrevocable only at the end of the business day that immediately precedes the date of execution.

(10) If the Bank refuses to execute a transfer order, it shall inform the Customer about such refusal in the form agreed with the Customer as quickly as possible and certainly within the time periods specified in Section 39a. (3) and (4) or in Section 39b and shall explain to the Customer how the transfer order can be rectified so that it can be executed in the future.

A reason for the refusal shall only be provided where doing so would not violate Austrian or Community legislation and/or an order issued by a court or an administrative authority. Transfer orders legitimately refused by the Bank shall not trigger the execution deadlines agreed in Section 39a and Section 39b of these GTCs.

(11) Information about executed transfer orders (reference, amount, currency, fees, interest, exchange rate, value date of the debit entry) as well as about any other payments made from the Customer's account, particularly within the scope of SEPA direct debits, shall be provided to the Customer on the account statement once the transaction concerned has been effected. If the Customer is a natural person and the Customer's account does not belong to the operation of an enterprise, the Customer can demand that the account statement be made accessible by the Bank to the Customer free of charge on a monthly basis in the manner agreed with the Customer in a framework agreement relating to payment services for the provision of information (e.g. within internet banking); such statements must be made available in a way that allows the Customer to retain and reproduce them in an unmodified form. If the Customer is a natural person and the Customer's account does not belong to the operation of an enterprise, the Customer can also demand that the account statement be sent to the Customer by letter on a monthly basis against reimbursement of reasonable costs.

B. Execution deadlines (except instant Payment)

Section 39a. (1) Payment orders received by the Bank after the cut-off times (receipt times) specified for the respective type of payment near the end of business hours, or on a day that is not a business day, shall be treated as though they have been received on the following business day. If the Customer is a natural person and the Customer's account does not belong to the operation of an enterprise, the Bank shall, in good time prior to and upon the conclusion of the payment account agreement, as well as thereafter whenever a change is made to these receipt times, inform the Customer about the stipulated receipt times on paper or, if agreed with the Customer, on another durable data medium. A business day is any day on which the Bank is open for business as required for execution of the commissioned payment transaction.

(2) If the Customer issuing a payment order and the Bank agrees that execution of a payment order should commence on a specific day or at the end of a certain period or on the day on which the Customer provides the Bank with the amount of money, then the agreed day shall be deemed the date of receipt. If the agreed day is not a business day for the Bank, the payment order shall be treated as though it has been received on the following business day.

(3) The Bank shall ensure that after the receipt time the amount of the payment transaction shall be received by the payee's payment service provider no later than by the end of the following business day (or by the end of the second business day in the case of payment transactions initiated on paper). This paragraph shall apply only to the following payment transactions:

- payment transactions in EUR within the European Economic Area (EEA),
- payment transactions in which amounts in EUR shall be transferred in an EEA Member State that does not belong to the euro area and in which the currency conversion shall be carried out.

(4) For payment transactions within the European Economic Area (EEA) that are not mentioned in paragraph (3), the execution deadline referred to in paragraph (3) shall not exceed 4 business days.

Section 39b Instant payments in EUR are available around the clock on every calendar day. The credit institution will provide information on whether the amount of the payment transaction has been credited to the recipient's account within 10 seconds of receiving the payment order.

C. Credit entries and right to cancel

Section 40. (1) With a valid current account agreement, the Bank is obliged and irrevocably entitled to accept amounts of money on behalf of the Customer and to credit the same to the Customer's account. The order 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 payee unless otherwise instructed.

(2) If the Customer is a natural person and the Customer's account does not belong to the operation of an enterprise, information about transfers credited to the Customer's account (reference, amount, currency, fees, interest, exchange rate, value date of the credit entry) shall be made accessible by the Bank to the Customer free of charge on a monthly basis in the manner agreed with the Customer in the payment account agreement (e.g. within online banking) unless already shown on the account statement when the transaction concerned is effected; such information must be made available in a way that allows the Customer to retain or reproduce it in an unmodified form. If the Customer is a natural person and the Customer's account does not belong to the operation of an enterprise, the Customer can also demand that the account statement be sent to the Customer by letter on a monthly basis against reimbursement of reasonable costs.

(3) The Bank shall be entitled to deduct its own fees for the transfer from the amount to be credited. The Bank shall report the transfer amount and the deducted fees separately. If a payment transaction to be credited to the Customer is initiated by or through the Customer as the payee, the Bank shall credit to the Customer the full amount of the credit entry in the Customer's account.

(4) The Bank shall be entitled to cancel at any time any credit entries made due to an error on its part. In other cases, the Bank shall cancel the credit entry only if the invalidity of the transfer order has been proven to it. The right to cancel shall not lapse through any balancing of the account in the meantime. If the right to cancel 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, other securities and 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 has been received by the Bank, the credit entry shall only be made subject to actual receipt of the credited amount by the Bank. This shall apply even if the amount to be collected should be payable to 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 transfer has failed or if, due to the economic situation of a debtor, intervention by a public authority or for other reasons, it is to be expected that the Bank shall not obtain the unrestricted right of disposition over the amount to be collected or transferred.

(3) The reservation may also be exercised if the amount credited was collected abroad or transferred from abroad and the Bank is

re-debited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with foreign banks.

(4) While 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 shall still remain in effect if the accounts are balanced.

E. Debit entries

Section 42. (1) In the case of transfer orders, debit entries shall only be understood as notification that the order has been carried out if the debit entry is not reversed within two business days (see Section 39a.(1) of these GTCs)-(except instant payments).

(2) Cheques and other payment instructions as well as SEPA company direct debits (Section 42a.) shall be deemed honoured if the debit entry in the Customer's debited account is not reversed within three business days, unless the Bank has already provided corresponding notice to the presenter or paid them the amount in cash. SEPA direct debits (Section 42a.) shall be deemed honoured at the end of 5 business days.

F. SEPA direct debits

Section 42a. (1) A SEPA direct debit mandate is deemed to exist if the payer has authorised the payee to withdraw amounts from the payer's account. A SEPA company direct debit is deemed to exist if the payer has authorised a payee to withdraw amounts from the payer's account, both the payer and the payee are entrepreneurs, and the payer has issued a corresponding debit order to the payer's bank.

The Customer agrees that amounts collected from the Customer's account with the Bank by third parties authorised by the Customer via SEPA direct debit or SEPA company direct debit shall be debited from the Customer's account. This approval may be revoked at any time by the Customer. Such revocation shall take effect on the business day following receipt thereof by the Bank. In the same way, the approval vis-à-vis the Bank for collections by an authorised third party via SEPA direct debit or SEPA company direct debit may be limited to a certain amount or a certain frequency or both.

(2) The Bank shall carry out SEPA direct debits and SEPA company direct debits, which involve debiting the Customer's account, on the basis of the International Bank Account Number (IBAN) communicated by the collecting bank. The IBAN details represent the unique identifier on the basis of which the SEPA direct debit or SEPA company direct debit shall be carried out. If the collecting bank provides additional information about the Customer, especially the name of the holder of the account from which the debit is to be made, this information shall therefore only be used for documentation purposes and not be taken into account when executing the SEPA direct debit or SEPA company direct debit.

(3) The Customer may ask the Bank to reimburse the amount charged to the Customer's account on the basis of a SEPA direct debit mandate issued by the Customer within eight weeks of the date on which the Customer's account was debited. The Bank must comply with this request from the Customer within ten business days of receipt thereof and reverse the debit of the Customer's account with the collected amount with the value date as the date of debit of the account. By way of derogation from the above, with SEPA company direct debits the Customer has no right to request reimbursement of the amount charged to the Customer's account on the basis of a SEPA company direct debit mandate issued by the Customer.

(4) If the Customer did not authorise the SEPA direct debit or SEPA company direct debit executed on the Customer's

account, the Customer may request reimbursement of the debited amount within the time limit pursuant to Section 17(2). This time limit shall commence when the Bank provides the Customer with the information according to Section 39 (11).

V. AMENDMENTS TO FEES FOR SERVICES AND REIMBURSEMENT OF EXPENSES

A. Amendments to fees and services with regard to entrepreneurs

Section 43. (1) In dealings with entrepreneurs, the Bank shall be entitled, at its reasonable discretion, to amend the fees for services to be rendered by the Bank or by the Customer on an ongoing basis (including debit and credit interest on current accounts or other accounts, and account management charges, etc.) by taking into consideration all relevant circumstances (in particular, changes to the legal framework, changes in the money market or capital market, changes to refinancing costs, changes to staff and operating expenses, and changes to the Consumer Price Index, etc.). The same shall apply to amendments to other services by the Bank that occur due to changes to legal requirements, the security of the banking operations, technical developments or the considerable decline in the degree of utilisation of a service, which significantly reduces the cost coverage.

(2) Amendments to the Bank's services or fees for the Customer beyond paragraph (1), as well as the introduction of new additional chargeable services and new fees for already agreed services, shall require the Customer's consent. Such amendments shall be proposed to the Customer no later than two months prior to the date scheduled for their entry into force. The Customer's consent to these amendments shall be deemed to have been given, and the amendments shall be deemed to have been agreed, if the Customer has not communicated their refusal to accept them in writing to the Bank before the date scheduled for their entry into force. The aforementioned amendment proposal shall be made available for the Customer in a manner agreed with the Customer. In its amendment proposal, the Bank shall draw the Customer's attention to the fact that the Customer's silence in the above sense shall be regarded as consent to the amendment.

B. Amendments to fees agreed with consumers for payment services (excluding debit interest)

Section 44. (1) Amendments to fees agreed with consumers in a framework agreement for payment services (especially the current account agreement) for services owed by the Bank shall require the Customer's consent. Such amendments shall be proposed to the Customer by the Bank no later than two months prior to the date proposed for their entry into force, i.e. 1 April or 1 July of a given year.

The Customer's consent to these amendments shall be deemed to have been given, and the amendments shall be deemed to have been agreed, if the Customer has not communicated their refusal to accept the amendments to the Bank before the date scheduled for their entry into force. The aforementioned amendment proposal shall be communicated to the Customer on paper or, if the Customer agrees to this, on another durable data medium. In its amendment proposal, the Bank shall draw the Customer's attention to the fact that the Customer's silence in the above sense shall be regarded as consent to the amendments.

The Customer shall be entitled to terminate the framework agreement free of charge without notice until the amendment enters into force.

(2) Using the method set out in paragraph (1), only an adjustment of the fees in line with changes in the 2020 National Consumer Price Index published by Statistics Austria ("Consumer Price Index") may be agreed with the Customer, and such adjustment shall be made only once in a calendar year. The adjustment shall be proportional to the annual average rates of inflation of the preceding year. The fee resulting from the adjustment shall be rounded to the nearest whole cent in accordance with standard commercial practice.

In its amendment proposal, the Bank shall disclose the extent and the date of the proposed amendment to the fee as well as the date of the most recent amendments to the fee and the changes in the Consumer Price Index since the last fee amendment.

If a year passes without the Customer receiving a proposal regarding a fee increase resulting from the changes in the Consumer Price Index, such increase may still be proposed to the Customer later with effect for the future.

(3) Fees that are shown as percentages or are calculated based on market value shall not be subject to any adjustment pursuant to paragraphs (1) and (2).

C. Amendments to fees agreed with consumers not relating to payment services (excluding debit interest)

Section 44a. (1) The fees agreed with a consumer in a continuing agreement that does not concern payment services (e.g. safe deposit fees, account management fees for accounts not used for payment services) shall be adjusted (increased or decreased) annually, with effect from 1 April of any given year, in line with the changes in the 2020 National Consumer Price Index published by Statistics Austria ("Consumer Price Index"), with such adjustments rounded to the nearest whole cent in accordance with standard commercial practice. The adjustment shall be proportional to the annual average rates of inflation of the preceding year. If, despite an increase in the index, the fees are not increased for whatever reason, this shall not affect the right to such an increase with effect for the future.

(2) Fees that are shown as percentages or are calculated based on market value shall not be subject to any adjustment pursuant to paragraph (1).

D. Amendments to the debit and credit interest rates agreed with consumers

Section 45. If an adjustment clause links an interest rate to a reference interest rate (e.g. the EURIBOR), any changes shall take effect immediately without prior notice to the Customer. Any changes in the interest rate that have taken effect shall be communicated to the consumer no later than in the following calendar quarter.

E. Amendments to the services agreed with consumers in continuing agreements (excluding credit interest)

Section 46. (1) Amendments to the services agreed by the Bank with the Customer in a continuing agreement shall be proposed to the Customer by the Bank no later than two months prior to the date proposed for their entry into force. Consent to these amendments shall be deemed to have been given if the Bank does not receive any objection from the Customer prior to the date proposed for their entry into force. The Bank shall draw the Customer's attention to this in the amendment proposal.

The Bank may make the amendment proposal available in a manner agreed with the Customer. However, in the event that the amendment proposal concerns payment services, the Customer must be informed of this fact and the Customer shall have the right to terminate the relevant framework agreement free of charge without notice until the amendment enters into force. The Bank shall draw the Customer's attention to this right of termination too in the amendment proposal.

(2) Using the method provided for in paragraph (1), however, the Bank may only agree on a change in performance with the Customer if this is objectively justified in view of all the circumstances (change to prevailing customer needs, legal and supervisory requirements, the security of the banking operations, technical developments or the considerable decline in the degree of utilisation of a service, which significantly reduces the cost coverage).

Such objective justification shall be deemed to exist only if the change in performance proposed results in

- an extension of the Bank's services or a restriction of the Bank's services that is reasonable for the Customer, and
- no disproportionate changes to material rights and obligations in favour of the Bank.

F. Reimbursement of expenses by entrepreneurs

Section 47. If the Customer is an entrepreneur, the Customer shall bear all necessary and expedient expenses, disbursements and costs that arise from the business relationship with the Customer, in particular stamp duties, legal charges, taxes, postage, costs for insurance, legal counsel, recovery and collection, business consulting and telecommunications, and costs for the provision, administration, realisation or release of collateral. The Bank may charge such expenses as a lump sum without specifying the individual amounts unless the Customer expressly requests an itemised breakdown.

VI. COLLATERAL

A. Provision and increase of collateral

Section 48. (1) If, in business relations with entrepreneurs, circumstances occur or become known subsequently which justify an increased risk assessment of the claims vis-à-vis the Customer, the Bank shall be entitled to require the provision or increase of collateral within a reasonable period. This shall, in particular, be the case if the Customer's economic situation has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate in value.

(2) This shall apply even if no collateral was required at the time when the claims came into existence.

B. Bank's lien

1. Scope and coming into existence

Section 49. (1) The Customer shall grant the Bank a lien for receivables pursuant to Section 50 on the Customer's assets and rights of any kind which come into the Bank's possession with the Customer's intention.

(2) The lien shall, in particular, also exist on all attachable claims of the Customer against the Bank, e.g. arising from credit balances. If securities are subject to the Bank's lien, the lien shall also extend to the interest and dividend coupons pertaining to such securities.

Section 50. (1) The lien shall secure the Bank's claims against the Customer under the business relationship even if the claims are conditional, for a limited time or not yet due. If the Customer is an entrepreneur, the lien shall also secure the Bank's legal claims and claims against third parties where the Customer is personally liable for their fulfilment.

(2) The lien shall come into existence when the Bank takes possession of the pledged asset, provided that the Bank has claims at this time pursuant to paragraph (1). If claims arise for the Bank after this time, the lien shall come into existence when the Bank's claims arise. The exemptions from the lien, as set out in Section 51(1), shall apply in both cases.

2. Exemptions from the lien

Section 51. (1) The lien shall not include assets and rights dedicated by the Customer, prior to the existence of the lien, to the execution of a certain order, e.g. amounts for honouring a particular cheque or bill of exchange as well as for executing a certain transfer. This shall, however, apply only for as long as the dedication is valid.

(2) Notwithstanding the existing lien, the Bank shall carry out dispositions of the Customer in favour of third parties in respect of credit balances on current accounts and/or master accounts (payment accounts) as long as the Customer has not received notification from the Bank of the assertion of the lien. Attachment of the credit balance shall not be considered a disposition by the Customer. Where payments are made into the current account or master account with regard to pecuniary claims of the Customer that are not attachable or are attachable to a limited extent only (employment income and/or pension income at the minimum subsistence level), the Bank's lien on the credit balance in this current account or master account shall only include the attachable part of these payments received.

(3) Furthermore, the lien shall not extend to assets that the Customer has disclosed in writing to the Bank as escrow assets prior to the existence of the lien or which have come into the Bank's possession without the Customer's will.

C. Release of collateral

Section 52. At the Customer's request, the Bank shall release collateral, provided that the Bank has no legitimate interest in keeping it as collateral.

D. Right of retention

Section 53. The Bank may withhold any services to be rendered by it for the Customer due to claims arising from 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 54. (1) The Bank shall be entitled to offset any and all attachable claims of the Customer against any and 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 in respect of credit balances on current accounts as long as the Customer has not received an offsetting declaration. Attachment

of the credit balance shall not be considered a disposition by the Customer.

2. By the Customer

Section 55. If the Customer is a consumer, the Customer shall only be entitled to offset their liabilities if the Bank is insolvent or if the Customer's receivable is legally related to their liability or if the Customer's receivable has been determined judicially or recognised by the Bank. If the Customer is an entrepreneur, the Customer shall hereby unconditionally and irrevocably waive their right to offset their liabilities even in such cases.

B. Crediting

Section 56. (1) In dealings with entrepreneurs, notwithstanding the provisions of Section 1416 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB), the Bank may initially credit payments to receivables of the Bank if no collateral has been provided for the same or if the value of the collateral provided does not cover the receivables. In this respect, it is irrelevant when the individual receivables became due. This shall also apply to a current account relationship.

(2) In dealings with consumers, the Bank may initially take payments earmarked for settling a particular debt and credit these against the uncollateralised parts of this debt, even if this is contrary to the Customer's intentions.

(3) The Bank may only exercise the rights granted in this section if the recovery of its claims would otherwise be jeopardised.

SPECIAL TYPES OF BUSINESS TRANSACTIONS

I. TRADING IN SECURITIES AND OTHER ASSETS

A. Scope of application

Section 57. The terms and conditions set out in Section 58 to Section 61 shall apply to securities and other assets, even if they are not securitised.

B. Execution

Section 58. (1) The Bank shall generally carry out orders from its Customer relating to the purchase and sale of securities as a commission agent.

(2) However, if the Bank agrees on a fixed price with the Customer, it shall conclude a purchase agreement.

(3) In the absence of other instructions, the Bank shall carry out orders from the Customer in accordance with its execution policy after it has brought this to the Customer's attention and the Customer has given their consent. The Bank shall notify the Customer of any material changes in the execution policy.

(4) Orders accepted by the Bank for the purchase and sale of securities may also be carried out by the Bank in part if the market situation does not permit their execution in full.

C. Legislation and trading practices at the place of execution

Section 59. When executing the order, the Bank must comply with the legislation and trading practices applicable at the place of execution.

D. Insufficient coverage

Section 60. (1) The Bank may refrain from executing securities transactions in whole or in part if there is insufficient coverage in the clearing account.

(2) However, the Bank shall be entitled to execute such securities transactions if it is not clear to the Bank that the Customer wants the order to be carried out only if there is coverage in the clearing account.

(3) If the Bank has executed a securities transaction pursuant to paragraph (2) without coverage in the clearing account, and if the Customer fails to provide coverage in the clearing account despite a request to do so, the Bank shall be entitled to sell or to conclude a closing transaction at the best possible price for the Customer's account.

E. Foreign transactions

Section 61. If the Customer is credited for securities (held on a trust-custody basis), the Customer's claim vis-à-vis the Bank shall equal the share in the overall portfolio of securities of the same type maintained abroad which is held by the Bank for the Customer's account.

F. Transactions in shares

Section 62. For transactions in shares, where their physical certificates are not yet being traded, the Bank shall not be liable for either the issuance of the certificates on the part of the public limited company or for the possibility of any exercising of shareholder rights prior to the issuance of the shares.

II. SAFEKEEPING OF SECURITIES AND OTHER ASSETS

A. Safekeeping of securities

Section 63. (1) The Bank shall be entitled to place securities deposited with the Bank in the beneficiary's securities account.

(2) The Bank is expressly authorised to keep securities issued in Austria abroad too and also to keep securities issued abroad in Austria. It is also authorised to arrange for registered securities issued abroad to be registered under the name of the Austrian depository or under the name of the nominee of the foreign depository.

(3) The Bank's liability vis-à-vis an entrepreneur shall be limited to careful selection of the third-party depository. This also applies to fulfilment of the obligations under Section 64 by the third-party depository.

B. Redemption of securities, coupon renewal, drawing, termination

Section 64. (1) The Bank shall ensure that any due interest coupons, profit participation certificates and dividend coupons are detached and shall collect their countervalue. The Bank shall procure new interest coupons, profit participation certificates and dividend coupons without a special order.

(2) Drawings, terminations and other such measures with regard to the securities held in safekeeping shall be monitored by the Bank insofar as corresponding notices are published in the official gazette (Amtsblatt) of Wiener Zeitung. The Bank shall redeem any drawn and terminated securities as well as any interest coupons, profit participation certificates and dividend coupons.

(3) In the case of securities deposited with a third-party depository, this third-party depository shall assume the

obligations under paragraphs (1) and (2). In the case of securities held in safekeeping abroad, the Bank shall not be obliged to inform the Customer of the numbers of securities credited on a trust-custody basis and especially of securities redeemable by drawings; the Bank shall then, by means of drawing, determine which Customers shall be allocated the drawn securities. However, if numbers of securities that are redeemable by drawing are disclosed, these shall only be relevant to the drawing and redemption and only for as long as this is the practice abroad. If the practice abroad is that the redemption amounts of drawn securities would have to be distributed on a pro rata basis, and if this means that the shares remaining for individual Customers cannot be represented in securities, then those Customers whose shares are redeemed must be determined by means of drawing.

C. Obligation of the Bank to conduct checks

Section 65. Upon receipt by the Bank of domestic securities, the Bank shall conduct a one-time check to see whether they are affected by public notices, payment blocks and the like. Such a check shall be carried out on the basis of national documents available to the Bank. A check for public notification procedures relating to the cancellation of securities shall also be conducted upon receipt.

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

Section 66. (1) In the case of any conversion, capital increase, capital reduction, merger, exercise or realisation of subscription rights, request for payment, grouping, change, exchange/conversion offer, coupon increase, dividend and coupon payment for which the Customer could exercise an option, share split, conversion of convertible bonds, booking or exercise of the option for warrants and other important measures relating to the securities, the Bank shall attempt to notify the Customer if a corresponding notice has been published in the official gazette of Wiener Zeitung or is communicated to the Bank in good time by the issuing house or the foreign depository.

(2) If the Customer is a shareholder of a company that has its registered office in an EEA Member State and whose shares are admitted for trading on a regulated market in an EEA Member State, the Bank shall, without prejudice to paragraph (1), promptly provide the Customer with the information necessary for the exercise of the Customer's shareholder rights as received by the Bank from the company with regard to the securities held in safekeeping for the Customer. If this information is available on the company's website, the Bank may, instead of providing the information, promptly give the Customer notice of where the information can be found on the company's website. If the company sends this information or notice directly to all its shareholders that hold shares of the class in question, the Bank shall not be obliged to send the information or notice.

(3) If the Customer fails to provide instructions in good time, the Bank shall act according to its best judgement, taking into account the Customer's interests, and shall, in particular, exercise rights that would otherwise be forfeited at the latest possible time.

III. TRADING IN FOREIGN EXCHANGE AND FOREIGN CURRENCIES

A. Procedure

Section 67. For foreign exchange and foreign currencies, the Bank shall conclude a purchase agreement with the Customer. If it is agreed that the Bank shall act as the Customer's commission agent, the provisions on commission transactions set out in the section on trading in securities shall apply accordingly. If the Bank contracts in its own name, no express notification pursuant to Section 405 of the Austrian Commercial Code (Unternehmensgesetzbuch, UGB) shall be required.

B. Forward transactions

Section 68. In the case of forward transactions, the Bank may demand from the Customer, two weeks before the due date, evidence that the amount owed by the Customer shall be received in the agreed account in good time. If this evidence is not provided within one week at the latest, the Bank shall be entitled to conclude a closing transaction at the best possible price even prior to the agreed due date. If the Bank carries out such a closing transaction, this shall be effected for the Customer's account; any resulting price difference shall be debited or credited to the Customer.

IV. FOREIGN CURRENCY LOANS

Section 69. Foreign currency loans must be paid back in the currency in which they were granted by the Bank. The Bank shall also be entitled to convert any outstanding debit balance in a foreign currency into the domestic currency, giving notice to the Customer, if the entire loan is due for repayment and is not repaid despite a reminder.

This shall also apply in business relations with entrepreneurs

- if refinancing in the foreign currency is no longer possible due to legal or other circumstances for which the Bank is not responsible or
- if the credit risk increases due to the foreign currency price development and the Bank does not receive sufficient collateral within a reasonable period.

V. COLLECTION AND BILL-BROKING, BILLS OF EXCHANGE AND CHEQUE TRANSACTIONS

A. Scope of application

Section 70. These terms and conditions shall apply to bills of exchange, cheques and other collection documents (such as commercial instructions and commitment certificates).

B. Collection order

Section 71. The cashing of the aforementioned collection documents shall take place on the basis of a collection order, whereby the Bank shall not be obliged to accept this collection order. Any acquisition (discounting) of the collection documents by the Bank must be agreed separately.

C. Timeliness of orders

Section 72. Orders for collection must be received in time for them to be executed in the ordinary course of business without the aid of special urgent means.

D. Rights and obligations of the Bank

Section 73. With regard to discounting, the Bank may, in the cases referred to in Section 41(2) and (3), charge to the seller the full nominal amount plus all expenses incurred by the Bank; with documents denominated in foreign currencies, the exchange rate difference between the time of discounting and the time of re-debiting shall be charged or credited to the Customer.

Section 74. In all cases of re-debits of collection documents that have been discounted or accepted for collection and credited subject to receipt, the claims under securities legislation for payment of the full amount plus ancillary receivables vis-à-vis the Customer and any party obligated under the document shall remain with the Bank until any debit balance arising under such a re-debit is covered.

Section 75. The Bank may require the Customer to transfer the receivable underlying the document or its acquisition by the Customer as well as all present and future rights arising from the underlying transactions, including the related collateral.

Section 76. The Bank shall only be obliged to redeem any documents payable at the Bank if an order from the Customer has been received in good time and there is sufficient coverage.