

OUR AMENDED GENERAL TERMS AND CONDITIONS

COMPARISON OF THE AMENDED NEW VERSION (2016) AND
THE OLD VERSION OF THE GENERAL TERMS AND CONDITIONS

08 / 2016

Old Version

I. GENERAL PROVISIONS

1. BASIC RULES FOR BUSINESS RELATIONS BETWEEN CUSTOMER AND BANK

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

1. Scope of application

Section 1. (1) These General Terms and Conditions (hereinafter referred to as GTC) shall apply to the overall business relation between the customer and all branch offices of the bank in Austria and abroad. Terms and conditions of agreements concluded with the customer or of special terms and conditions shall prevail.

(2) In these GTC, the terms "consumer" and "entrepreneur" shall have the meaning assigned to them in the Austrian Consumer Protection Act.

2. Modifications or amendments

Section 2. (1) Modifications of or amendments to these GTC shall enter into force upon expiration of two months following the notification to the customer with effectiveness for all present and future business dealings between the customer and the bank, unless the bank has received a written objection from the customer by that time. Such notification may be effected in any form agreed with the customer within the scope of the business relation. The agreed form of service of notices of the bank shall also apply to the notice of modifications of or amendments to the GTC. If the customer's identity is not known to the bank and if no agreement on the form of service has been concluded, the display of the modified GTC in the front office of the bank shall be relevant; the first sentence of this paragraph shall apply accordingly.

(2) By means of the notification the bank shall inform the customer about the fact that the GTC or current account agreement have been amended and shall point out that after expiration that upon expiration of two months following such notification his/her acquiescence shall be deemed a consent to the modification or amendment. As regards customers whose identity is not known to the bank a respective note shall be included in the changed GTC displayed.

(3) In case of such intended modification or amendment of the GTC or current account agreement, the customer shall be entitled to terminate his/her current account agreement without notice and free of charge prior to such modification taking effect.

Version 2016

I. GENERAL PROVISIONS

1. BASIC RULES FOR BUSINESS RELATIONS BETWEEN CUSTOMER AND BANK

A. Scope of application of and ~~modifications of or amendments to~~ changes to these General Terms and Conditions

1. Scope of application

Section 1. (1) These General Terms and Conditions (hereinafter referred to as GTC) shall apply to the overall business relation between the customer and all branch offices of the bank in Austria and abroad. ~~Terms and conditions~~ The business relation shall encompass all individual business transactions between the customer and the bank and therefore also all master agreements for payment services (e.g. current account agreement). Provisions of agreements concluded with the customer or of special terms and conditions shall prevail.

(2) In these GTC, the terms "consumer" and "entrepreneur" shall have the meaning assigned to them in the Austrian Consumer Protection Act (Konsumentenschutzgesetz).

2. ~~Modifications or amendments~~ Changes to the General Terms and Conditions and the master agreements for payment services

Section 2. (1) Changes to these General Terms and Conditions shall be offered to the customer by the bank not later than two months before they are proposed to take effect. On that occasion, the provisions concerned by the offer of change as well as the proposed changes shall be presented in the form of a comparison of the respective provisions. The customer's consent will be deemed to be given unless the bank has received an objection from the customer prior to the proposed entry into effect. The bank shall inform the customer of this consequence in the offer of change. In addition, the bank shall publish a comparison of the provisions concerned by the change to the GTC as well as the complete version of the new GTC on its website. The bank shall indicate this, too, in the offer of change. A customer who is a consumer must be informed of the offer of change. In business dealings with an entrepreneur it shall suffice to keep the offer of change available for retrieval in a manner agreed with the entrepreneur.

(2) In case of any intended change to the GTC, the customer who is a consumer shall be entitled to terminate his/her master agreements for payment services (in particular the current account agreement) without notice and free of charge prior to such modification or amendment taking effect. This will be indicated by the bank in its notice of change.

(3) Paragraph (1) shall also apply to changes to master agreements between the customer and the bank. Regarding changes to master agreements for payment services, paragraph (2) shall apply in addition.

(4) The foregoing paragraphs (1) and (2) shall not apply to changes

to the performance to be rendered by the bank (including credit interest) and to the fees charged to the customer (including debit interest). Unless such changes are individually agreed with the customer, they shall be subject to sections 43 to 46.

B. Statements

1. Customer orders and instructions

Section 3. (1) Customer orders and instructions shall be given in writing.

(2) Irrespective thereof, the bank shall be entitled to carry out instructions given via telecommunications (in particular over the phone, via cable, telex, telefax or data communication). Subject to the fulfilment of all other prerequisites, the bank shall only be obliged to carry out such orders if agreed upon by the customer and the bank.

(3) The bank shall have the right to carry out, for the entrepreneur's account, any instructions received in whatever form within the scope of the business relation with an entrepreneur if the bank is, without fault, of the opinion that the instructions originate from the customer and if the ineffective order cannot be attributed to the bank.

2. Obtaining of confirmations by the bank

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

3. Statements of the bank

Section 5. (1) Any notifications and statements of the bank made by way of telecommunications shall – unless agreed otherwise in writing and in the absence of other practices of the bank – apply subject to written confirmation.

(2) The provision of para 1 shall not apply to consumer transactions.

(3) Statements and information, which the bank is required to provide or make available to the customer, shall be issued in hardcopy (including, but not limited to statements of account), unless electronic availability or transmission has been agreed with the customer.

C. Right of disposal upon the death of a customer

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

B. Statements Notices

1. Customer orders and instructions

Section 3. (1) Customer orders and instructions shall be given in writing.

(2) ~~Irrespective thereof, the~~ The bank shall also be entitled to carry out orders and instructions given via telecommunications (in particular over the phone or via cable, telex, telefax or data communication). ~~Subject to the fulfilment of all~~ All other prerequisites ~~being fulfilled~~, the bank shall only be obliged to carry out such orders ~~if the customer has reached a corresponding agreement with the bank. agreed upon by the customer and the bank.~~

(3) The bank shall have the right to carry out, for the entrepreneur's account, any ~~instructions~~ orders received in whatever form within the scope of the business relation with an entrepreneur if the bank is, without fault, of the opinion that the ~~instructions~~ orders originate from the customer and ~~if provided that the~~ ~~ineffective~~ invalidity of an order cannot be attributed to the bank. ~~This shall not apply to orders relating to payment services.~~

2. Obtaining of confirmations by the bank

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

3. Statements Notices of the bank

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

(2) The ~~provision of para 1~~ customer shall ~~not apply to consumer transactions.~~

~~(3) Statements~~ receive notices and information which the bank is required to provide or make available to the customer ~~shall be issued in hardcopy (including, but~~ on paper, provided, however, that the bank may also use statements of account to provide such notices or information. ~~not limited to statements of account), unless electronic availability or transmission has been agreed with the customer.~~

C. Right of disposal upon the death of a customer

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

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

D. Obligations and liability of the bank

1. Information duties

Section 7. (1) Apart from the statutory duties to provide information, the bank shall have no other duties to provide information in addition to those stated in its terms and conditions, unless separately agreed. For this reason, the bank shall not be obliged, unless required by legal provisions or the terms of any agreement, to inform the customer of any imminent losses in prices or exchange rates, of the value or worthlessness of any objects entrusted to the bank, or of any facts or circumstances likely to affect or jeopardise the value of such objects Nor shall the bank be obliged to provide other advice or information to the customer.

(2) The information provided for in sections 26 (1) to (4), 28 (1), 31 and 32 of the Payment Services Act shall not apply in relations with entrepreneurs.

2. Carrying out of orders

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

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

(3) The bank shall furthermore be liable for payment services within the EEA in euros or in any other currency of an EEA Member State vis-à-vis consumers (but not entrepreneurs) for the due execution of the transfer instruction until receipt by the receiving bank (Section 39a of these GTC).

Section 9. no longer applicable

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

1. Introduction

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

2. Notification of important changes

(a) Name or address

Section 11. (1) The customer shall immediately notify the bank in

(2) ~~No~~ An authority to sign for an account granted by an entrepreneur for a business account shall ~~not~~ terminate upon the death of a customer. In case of ~~any~~ doubt, the accounts of an entrepreneur shall be considered business accounts.

D. Obligations and liability of the bank

1. Information ~~duties~~ requirements

Section 7. (1) Apart from the statutory ~~duties~~ obligations to provide information, the bank shall have no other duties to provide information in addition to those stated in its terms and conditions, unless separately agreed. ~~For this reason, the bank shall not be obliged, unless~~ Unless so required by legal provisions or the terms of any agreement, ~~the bank is therefore not obliged~~ to inform the customer ~~of~~ on any imminent losses in prices or exchange rates, on the value or ~~worthlessness~~ loss of value of any objects entrusted to the bank, or ~~of~~ on any facts or circumstances likely to affect or jeopardise the value of such objects ~~Nor shall the bank be obliged nor otherwise~~ to provide ~~other~~ advice or information to the customer.

(2) The ~~information~~ obligations to inform provided for in sections 26 (1) to (4), 28 (1), 31 and 32 of the ~~Austrian~~ Payment Services Act (~~Zahlungsdienste-Gesetz~~) shall not ~~apply in relations with~~ if the customer is an entrepreneurs.

2. Carrying out of orders

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

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

~~{3} The~~ Section 9. Beyond what is provided for in Section 8, the bank ~~shall furthermore be liable for, as regards~~ payment services rendered within the European Economic Area (EEA) in Euros or in any other currency of an EEA Member State, ~~shall furthermore be liable~~ vis-à-vis consumers (but not entrepreneurs) for the due execution of the transfer ~~instruction~~ until receipt by the ~~receiving bank payee's payment service provider~~ (Section 39a of these GTC).

~~Section 9. no longer applicable~~

E. ~~Obligations~~ Customer's duty to co-operate and customer's liability ~~of the customer~~

1. Introduction

Section 10. Unchanged

2. Notification of important changes

(a) Name or address

Section 11. (1) The customer shall immediately notify the bank in

writing of any changes in his/her name, company name, address or the service address advised by him/her.

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

(b) Power of representation

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

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

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

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

3. Clarity of orders

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

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

4. Due care and diligence in using means of telecommunication

Section 15. If the customer gives instructions or other notices via telecommunication s/he shall take appropriate precautions in order to avoid transmission errors and abuse.

Section 15a (1) When using payment instruments in accordance with the agreement to place orders with the bank, the customer shall take all reasonable precautions to protect the personalised security features against unauthorised access and to report any loss, theft, misuse, or any other unauthorised use of the payment instrument without delay to the bank or to a body specified by the bank as soon as s/he has become aware of the above. Any obligations and special terms and conditions shall not be affected

writing of any changes in his/her name, company name, address or the service address advised by him/her.

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

(b) Power of representation

Section 12. Unchanged

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

Section 13. Unchanged

3. Clarity of orders

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

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

4. Due care and diligence in using means of telecommunication; payment instruments

Section 15. If the customer gives **orders/instructions** or other notices via telecommunication, **s/he/she** shall take **appropriatereasonable** precautions in order to avoid transmission errors and abuse. **This provision shall not apply to orders and notices given by the customer in relation to payment services.**

Section 15a. (1) When using payment instruments **accordance with the agreement to place** which have been agreed to be usable for **placing** orders with the bank, the customer shall take all reasonable precautions to protect the personalised security features against unauthorised access **and to report any**, and shall notify the bank, or **the body specified by the bank, without undue delay on becoming aware of any loss, theft, misusemisappropriation**, or any other unauthorised use of the payment instrument **without delay to the**

thereby. Entrepreneurs shall be liable for any losses sustained by the bank due to violations of these duties of care and diligence without limitation in case of negligence on the part of the entrepreneur.

(2) The bank shall be authorised to cancel payment instruments issued to the customer

- if justified by objective reasons in connection with the security of the payment instrument, or
- if unauthorised or fraudulent use of the payment instrument is suspected, or
- in case of a significantly increased risk of the customer failing to meet his/her payment obligations under the credit line associated with the payment instrument.

To the extent permitted, the bank shall notify the customer prior to, but in any event without delay after such, cancellation and indicate the reasons.

5. Raising of objections

Section 16. (1) The customer shall immediately verify notices of the bank, such as confirmations of his/her orders, communications about the carrying out of the same, statements of account, statements of securities

accounts, closing statements and any other accounts as well as mail and payments of the bank immediately as to their completeness and correctness and shall raise objections, if any, without delay.

(2) If the bank receives no written objections within a period of two months, the stated notices and services of the bank will be deemed approved. The bank shall in each case inform the customer about the significance of his/her objection or non-objection at the beginning of the period. It shall be sufficient if such information is provided on the statement of account.

~~bank or to a body specified by the bank as soon as s/he has becomes aware of the above. Any obligations und special terms and conditions shall not be affected thereby.~~ Entrepreneurs. In case of any form of fault on their part, customers who are entrepreneurs shall be liable, without limitation as to amount, for any losses sustained by the bank due to violations of these duties of care and diligence ~~without limitation in case of negligence on the part of the entrepreneur.~~

(2) The bank shall be authorised to ~~cancel~~ block payment instruments issued to the customer

- (i) ~~if this is~~ justified by objective reasons in connection with the security of the payment instrument, or
- (ii) if unauthorised or fraudulent use of the payment instrument is suspected, or
- (iii) ~~in case of a significantly increased risk of if~~ the customer ~~failing~~ has failed to ~~to meet~~ his/her payment obligations under the honour a credit line associated with the payment instrument (exceeding or overdraft) and ~~payment instrument To~~
- either the ~~extent permitted~~ fulfilment of such payment obligations is jeopardised because the financial situation of the customer or of a co-debtor deteriorates or is put at risk, or

- the customer has become, or is imminently in danger of becoming, unable to pay.

~~Unless notice of the blocking or of the reasons for such blocking would violate an order issued by a court or an administrative authority and/or would compromise Austrian or Community legislation or objectively justified security reasons, the bank shall notify the customer prior to of such blocking and of the reasons for it in a manner of communication agreed with the customer, where possible, before the payment instrument is blocked, but in any event immediately thereafter. any event without delay after such; cancellation and indicate the reasons~~

(3) The provisions of this clause shall also apply to instruments which have been agreed to be usable for placing orders with the bank outside the payment services.

5. Raising of objections

Section 16. (1) The customer shall ~~immediately~~ verify notices of the bank ~~not relating to payment services (such as confirmations of his/her orders placed in relation to financial instruments and communications about the carrying out of the same and confirmations of trades; account statements of account, statements of securities accounts, closing statements and any other accounts as well as mail and payments of the bank immediately~~ relating to lending and foreign currency transactions; securities account statements and/or statements of securities) as to their completeness and correctness and shall raise objections, if any, without delay

~~(2) and within a period of not more than two months. If the bank receives no written objections to a closing statement for an account, other than an account used for payments, within a period of two months, the stated notices and services of the bank will be deemed approved. The customer can obtain rectification of the closing statement for the~~

(3) In case of any debit entries made as a result of unauthorised or erroneous payment transactions, the customer may effect an adjustment by the bank only if s/he has notified the bank without delay upon detecting such unauthorised or erroneous payment transactions, but in any event no later than 13 months after the relevant debit date, unless the bank has failed to notify the customer about or make available the information provided for in Section 39 (8) of these GTC regarding the relevant payment transaction. The above period shall be reduced from 13 months to 3 months in case of entrepreneurs.

6. Notification in case of non-receipt of communications

Section 17. The customer shall notify the bank immediately if s/he does not receive regular communications from the bank (such as closing statements or statements of securities accounts) or other communications or mail from the bank which the customer would have had to expect in his/her circumstances within the period of time normally to be expected with respect to the agreed form of transmission.

7. Translations

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

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

1. Place of performance

Section 19. The place of performance for both parties shall be the offices of that branch of the bank with which the transaction was concluded.

2. Choice of law

Section 20. All legal relations between the customer and the bank shall be subject to Austrian law.

3. Legal venue

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

account also after expiry of the time limit, but in that case, the customer has to prove that the bank was wrong in debiting the customer's account or failing to make a credit entry owed to the customer. The bank shall in each case inform the customer ~~about the significance of his/her objection or non-objection~~ at the beginning of the period about the consequences of his/her failure to file an objection in due time. ~~It shall be sufficient if such information is provided on the statement of account.~~

~~(3)(2)~~ In case of ~~any~~ debit entries having been made to the customer's current account as a result of unauthorised or ~~erroneous~~ incorrectly executed payment transactions, the customer ~~may effect an adjustment~~ can obtain rectification from the bank ~~only if s/he~~ in any event provided that on becoming aware of any unauthorised or incorrectly executed payment transaction he/she has notified the bank without undue delay upon detecting such unauthorised or erroneous payment transactions; but in any event no later than 13 months after the relevant debit date, ~~unless the~~. The time limits shall not apply if the bank has failed to ~~notify the customer about~~ provide or make available to the customer the information regarding the relevant payment transaction that is provided for in Section 39 ~~(9)~~ ~~(8)~~ of these GTC regarding ~~the~~ of these terms and conditions. Other claims for rectification that the customer may have are not excluded by this provision.

~~relevant payment transaction. The above period shall be reduced from 13 months to 3 months in case of entrepreneurs.~~

6. Notification in case of non-receipt of communications

Section 17. The customer shall notify the bank immediately if ~~s/he/she~~ does not receive regular communications from the bank (such as closing statements or statements of securities ~~accounts~~) or other communications or mail from the bank which the customer would have had to expect in his/her circumstances within the period of time normally to be expected ~~with respect to the agreed form of transmission. This shall not apply to communications or mail relating to payment services. with respect to the agreed form of transmission.~~

7. Translations

Section 18. Unchanged

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

1. Place of performance

Section 19. ~~When transacting business with entrepreneurs, the~~ The place of performance for both parties shall be the offices of that branch of the bank with which the transaction was concluded.

2. Choice of law

Section 20. Unchanged

3. Legal venue

Section 21. Unchanged

local jurisdiction and jurisdiction over the subject-matter.

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

G. Termination of the business relation

1. Ordinary termination

2. Termination for important reason
3. Legal consequences
1. Ordinary termination

Section 22 (1) A customer who is a consumer shall be entitled to terminate a current account agreement observing a one-month notice period. The right to terminate the current account agreement due to modifications of or amendments to the GTC proposed by the bank shall remain unaffected.

(2) The bank shall be entitled to terminate a current account agreement with a consumer if the agreement had been concluded indefinitely and a notice period of 2 months has been observed. Notice must be given in hard copy or by using another agreed permanent data carrier.

(3) If not concluded for a definite period of time, the bank and the customer shall be entitled to terminate the entire business relation or individual parts thereof at any time observing an adequate notice period.

The above shall apply in particular to the termination of current account agreements with entrepreneurs. Section 30 (4) of the Payment Services Act, which, in particular, provides for the prorated repayment of charges paid in advance, shall not apply to current accounts for entrepreneurs.

G. Termination of the business relation

1. Ordinary termination in the business relation with an entrepreneur

- ~~2. Termination for important reason~~
- ~~3. Legal consequences~~
- ~~1. Ordinary termination~~

Section 22. Unless the agreement has been concluded for a definite period of time the bank and the customer shall be entitled to terminate the entire business relation or individual parts thereof (also loan agreements and master agreements for payment services such as current account agreements in particular) at any time observing an adequate period of notice. Fees that have been paid in advance shall not be refunded.

2. Ordinary termination in the business relation with a consumer

Section 22a. (1) The customer shall be entitled to terminate a master agreement for payment services, in particular the current account agreement, free of charge at any time as of the last day of the current month, it being understood that any notice of termination issued on the last business day of a month shall only take effect as of the first business day of the following month. The right to terminate a master agreement for payment services, in particular the current account agreement, free of charge and without notice due to modifications of or amendments to the GTC or a master agreement for payment services, in particular the current account agreement (Section 2), that have been proposed by the bank shall remain unaffected.

(2) Customers may terminate loan agreements concluded for an indefinite period of time at any time free of charge subject to a notice period of one month. Notice of termination must be communicated on paper or on another durable medium agreed.

(3) All other contracts or agreements concluded with the bank for an indefinite period of time may be terminated by the customer at any time subject to an adequate notice period.

(4) The bank shall be entitled to terminate any master agreements for payment services (in particular current account agreements) and loan agreements which have been concluded for an indefinite period of time by giving two months' notice.

(5) All other contracts or agreements concluded for an indefinite period of time may be terminated by the bank at any time subject to an adequate notice period.

2. Termination for important reason

Section 23. (1) The bank and the customer shall be entitled to terminate the entire business relation or individual parts thereof at any time with immediate effect for important reason notwithstanding any agreements to the contrary.

(2) Important reasons for the termination by the bank are given in particular if

- the financial situation of the customer or of a co-debtor deteriorates or is put at risk and the fulfilment of obligations vis-à-vis the bank is jeopardised as a result thereof,
- the customer furnishes incorrect information about his/her financial situation or other essential facts and circumstances, or
- the customer fails or is unable to fulfil the obligation to provide or increase collateral.

2. Legal consequences

Section 24. (1) Upon termination of the entire business relation or individual parts thereof the amounts owed thereunder will immediately become due and payable. In addition, the customer shall be obliged to release the bank from all liabilities assumed for him/her.

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

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

2.3. Termination for important reason

Section 23. (1) The bank and the customer shall be entitled to terminate the entire business relation or individual parts thereof at any time with immediate effect for important reason. notwithstanding any agreements to the contrary.

(2) Important reasons for ~~the~~ termination by the bank are given in particular, if

- (i) the financial situation of the customer or of a co-debtor deteriorates or is put at risk and the fulfilment of obligations vis-à-vis the bank is jeopardised as a result thereof,
- (ii) the customer furnishes ~~incorrect~~ information about his/her financial situation or other ~~essential~~ facts and circumstances ~~which is incorrect in important aspects~~, or
- (iii) the customer ~~fails~~~~has failed~~ or is unable to fulfil the obligation to provide or increase collateral.

2.4. Legal consequences

Section 24. (1) Upon termination of the entire business relation or individual parts thereof the amounts owed thereunder will immediately become due and payable. In addition, the customer shall be obliged to release the bank from all liabilities assumed for him/her.

(2) ~~In addition~~ ~~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 may have been credited~~ ~~amounts~~ subject to ~~collection~~ ~~receipt of the funds~~. Claims arising from securities, in particular bills of exchange or cheques, may be asserted by the bank until potential debit balances, if any, are covered.

(3) ~~These General Terms and Conditions shall continue to apply even after~~ Upon termination of the entire business relation or of individual business transactions, the bank shall refund to the customer who is a consumer proportionally such charges for payment services as have been paid for a certain period in advance.

(4) The GTC shall apply even after the termination of the business relation, until complete settlement.

H. Right to refuse payout

Section 25. (1) The bank shall be entitled to refuse payout of the loan amount for objectively justified reasons.

(2) Objectively justified reasons within the meaning of paragraph 1 will be deemed present if, after conclusion of the contract,

- circumstances arise which show the financial situation of the customer to have deteriorated, or stipulated collateral to have suffered a loss in value, to such a degree that repayment of the loan or payment of interest is jeopardised even if collateral were to be realised, or
- the bank comes to harbour the objectively justified suspicion that the loan amount is or will be used by the borrower in a manner contrary to contractual agreement or the law.

(3) The bank shall communicate any such intention, and the reasons therefor, to the consumer on paper or on another durable medium without delay. No reasons shall be provided where public security or order would be jeopardised thereby.

2. BANK INFORMATION

Section ~~25-26~~. General information about the financial situation of an enterprise which is customary in banking practice will only be provided in a non-binding manner ~~and, vis-à-vis entrepreneurs, only in writing~~ unless an obligation to provide such information exists, ~~and vis-à-vis entrepreneurs only in writing~~.

~~Section 26. no longer applicable~~

Section 27. ~~no longer applicable~~ Deleted

3. OPENING AND KEEPING OF ACCOUNTS AND SECURITIES ACCOUNTS

A. Scope of application

Section 28. Unchanged

B. Opening of accounts

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

C. Specimen signatures

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

D. ~~Authority to operate and sign~~

~~1. Authority to operate~~ Right of disposal and signing authority

1. Right of disposal

Section 31. Only the account holder shall be entitled to ~~make dispositions regarding~~ dispose of the account. Only persons whose power of representation is based on statutory provisions or persons who hold a written power of attorney explicitly authorising them to ~~operate~~ dispose of the account shall be entitled to represent the account holder. They shall be obliged to prove their identity and power of representation. ~~In case of powers of attorney issued as a precaution~~ A durable power of attorney the effectiveness of which has been recorded in the Austrian Central Register of Durable Powers of Attorney ("ÖZVV") merely has to provide for general

2. BANK INFORMATION

Section 25. General information about the financial situation of an enterprise which is customary in banking practice will only be provided in a non-binding manner and, vis-à-vis entrepreneurs, only in writing unless an obligation to provide such information exists.

Section 26. no longer applicable

Section 27. no longer applicable

3. OPENING AND KEEPING OF ACCOUNTS AND SECURITIES ACCOUNTS

A. Scope of application

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

B. Opening of accounts

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

C. Specimen signature

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

D. Authority to operate and sign

1. Authority to operate

Section 31. Only the account holder shall be entitled to make dispositions regarding the account. Only persons whose power of representation is based on statutory provisions or persons who hold a written power of attorney explicitly authorizing them to operate the account shall be entitled to represent the account holder. They shall be obliged to prove their identity and power of representation. In case of powers of attorney issued as a precaution, a general power of attorney to operate the accounts of the grantor of the power of attorney shall suffice.

power authority to dispose of ~~attorney to operate~~ the account(s) of the grantor ~~of the power of attorney shall suffice.~~

2. Authority to sign

Section 32. (1) The account holder may expressly and in writing grant third parties authority to sign on the account. The person so authorised to sign on the account shall be exclusively entitled to make and revoke dispositions on the amount in the account.

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

E. Special types of accounts

1. Sub-account

Section 33. An account may also include sub accounts. Even if they are given sub-account names the account holder shall be exclusively entitled and obligated vis-à-vis the bank in connection with the same.

2. Escrow account

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

3. Joint account

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

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

(3) Unless expressly agreed otherwise, every joint account holder shall have individual power to make dispositions regarding the amount in the account. Such authority also includes the power to buy and sell securities within the scope of the coverage available and in accordance with the joint investment objective of all security account holders pursuant to the Statute on the Supervision of the Securities Market. The authority will, however, be terminated by the express objection of another account holder. In such case the joint account holders shall only be authorised to act jointly.

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

2. Authority to sign Signing authority

Section 32. (1) The account holder may expressly and in writing grant third parties authority to sign ~~on~~for the account. ~~The authorised signatory shall be obliged to prove his/her identity to the bank.~~ The person so authorised to sign ~~on~~for the account shall ~~only~~ be ~~exclusively~~entitled to make and revoke dispositions on the amount in the account.

(2) The authority to sign for a securities account also includes the power to buy and sell securities within the scope of the coverage available ~~and as well as~~ in accordance with ~~the investment objective~~ the investor profile of the holder of the securities account ~~as assessed pursuant to the Statute on the Austrian Securities Services Supervision Act of the Securities Market (Wertpapieraufsichtsgesetz, WAG);~~ when assessing knowledge and experience reference will be made to the person who is actually exercising the authority to sign for the securities account in question.

E. Special types of accounts

1. Sub-account

Section 33. Unchanged

2. Escrow account

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

3. Joint account

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

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

(3) Unless expressly agreed otherwise, every joint account holder shall have individual power ~~make dispositions regarding to dispose~~ of the amount in the account. Such authority also includes the power to buy and sell securities within the scope of the coverage available and in accordance with the ~~joint investment objective~~ investor profile of ~~all the security account~~ holders of the securities account ~~exercising this authority as assessed~~ pursuant to the ~~Statute on the Austrian Securities Services Supervision of the Securities Market Act (WAG).~~ The authority will, however, be terminated by the express objection of another account holder. In such case the joint account holders shall only be authorised to act jointly.

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

Section 36. no longer applicable

4. Foreign currency account

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

(2) Holders of credit balances in foreign currency shall bear any and all financial and legal consequences and damages affecting the total credit balance in the respective currency held by the bank in Austria and abroad which were caused by measures or events for which the bank is not responsible pro rata up to their respective credit balances.

F. Balancing of accounts and statements of securities accounts

Section 38. (1) Unless agreed otherwise, the bank shall balance the account on a monthly basis. The interest and charges accrued in the month shall be part of the closing balance which shall again be subject to interest ("compound interest"). Statements of securities accounts shall be prepared once a year.

(2) The statement of account including the closing balance /the statement of the securities account will be kept available for the customer at the account-keeping branch office of the bank.

4. GIRO TRANSACTIONS

A. Transfer instructions

Section 39. (1) Transfer instructions shall state the receiving bank (branch code or Bank Identifier Code = BIC), the account number or the International Bank Account Number (=IBAN). The above information constitutes the "customer identifier".

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

Section 36. Deleted.

4. Foreign currency account

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

(2) The bank's obligation to execute a disposition debiting a foreign currency balance or to pay a foreign currency debt shall be suspended as far and as long as the bank's ability to dispose of funds in the currency in which the foreign currency balance or foreign currency debt is denominated is prevented or restricted on account of measures or events caused by the political situation in the country of that currency. Nor shall the bank be obligated, as far and as long as these measures or events continue, to render performance at any other place outside the country of the currency, in any other currency (this shall also mean the euro) or by the acquisition of cash. However, the bank's obligation to execute a disposition debiting a foreign currency balance shall not be suspended if the bank is able to execute it in full within the bank itself. The foregoing provisions shall not affect the right of the customer and the bank to offset mutual claims in the same currency that have fallen due.

F. Balancing of accounts and statements of securities accounts

Section 38. (1) Unless agreed otherwise, the bank shall balance the account on a monthly basis. The interest and charges ~~accrued~~ ~~incurred~~ in the month shall be part of the closing balance which shall again be subject to interest ("compound interest"). Statements of securities ~~accounts~~ shall be ~~prepared~~ ~~provided~~ once a year.

(2) The statement of account including the closing balance/the statement of ~~the~~ ~~securities~~ ~~account~~ will be kept available for the customer at the account-keeping branch office of the bank.

4. GIRO TRANSACTIONS

A. Transfer orders instructions

Section 39. (1) When transfers are to be made to a payee whose account is kept by a payment service provider within Austria, other countries of the European Economic Area ("EEA") or Switzerland, the customer shall identify the payee by his/her International Bank Account Number ("IBAN").

(2) When transfers are to be made to a payee whose account is kept by a payment service provider outside the EEA or Switzerland, the customer shall identify the payee as follows:

- by providing the payee's account number and using either the name, the sort code or the Bank Identifier Code ("BIC") of the payee's payment service provider, or
- by providing the payee's IBAN and the BIC of the payee's payment service provider.

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

(4) The bank shall only be obliged to carry out a transfer instruction if sufficient funds to cover the total amount are available in the customer's account stated therein (credit balance, overdraft facility).

(5) If the customer provides information in addition to paragraph (1), the transfer instruction shall be executed solely on the basis of the customer identifier provided by the customer (paragraph (1)).

(6) Any transfer instructions received by the bank may not be unilaterally revoked by the customer. If a later date of execution has been agreed for a transfer instruction, it shall become irrevocable only upon expiration of the business day immediately preceding the execution date.

(7) If the bank refuses execution of a transfer instruction, the bank shall notify the customer, to the extent possible and using the form agreed with the customer, about the reasons for such refusal and about ways to amend the transfer instruction to allow for a future execution. Transfer instructions refused by the bank for justified reasons shall not trigger the execution deadlines stipulated in Section 39a of these GTC.

(8) Information about executed transfer instructions (reference, amount, currency, charges, interest, exchange rate, value date of the debit entry) as well as any other payments debited from the customer's account, particularly in relation to direct debits and standing orders, shall be provided to the customer, who is a consumer – unless already shown for the relevant transaction in the statement of account - on a monthly basis in a written form or by means of a data carrier agreed upon.

(3) The information on IBAN and BIC, or, as the case may be, on the account number and name/sort code/BIC of the payee's payment service provider, to be provided by the customer under paragraphs (1) and (2) shall constitute the payee's unique identifier on the basis of which the transfer order is carried out. Additional information relating to the payee such as, in particular, the name of the payee, which must be specified for the purpose of documentation when giving the transfer order, shall not form part of the unique identifier and shall be disregarded when carrying out the transfer.

~~(2)~~(4) The designated purpose stated in the transfer ~~instruction~~ order shall be irrelevant to the bank in any case.

~~(3)~~(5) Acceptance of a transfer ~~instruction~~order by the bank ~~alone~~ shall not ~~lead, in and of itself,~~ give rise to any rights of a third party vis-à-vis the bank.

~~(4)~~(6) The bank shall only be obliged to carry out a transfer ~~instruction~~ order if sufficient funds to cover the total amount are available in the customer's account stated therein (credit balance, ~~overdraft facility~~credit line granted).

~~(5)~~ If the customer provides information in addition to paragraph (1), the transfer instruction shall be executed solely on the basis of the customer identifier provided by the customer ~~(paragraph (1))~~.

~~(6)~~ Any transfer instructions (7) Transfer orders which have been received by the bank (Section 39a) may not be unilaterally revoked by the customer. If a later date of execution has been agreed for a transfer ~~instruction~~ order, it shall become irrevocable only upon the expiration of the business day ~~immediately~~ preceding the execution date.

~~(7)~~(8) If the bank refuses execution of a transfer ~~instruction~~ order, the bank shall notify the customer, to the extent possible and using the form agreed with the customer, about the reasons for such refusal and ~~about~~ ways to amend the transfer ~~instruction~~ order to allow for a future execution shall be notified to the customer by the bank at the earliest opportunity, and in any case within the period specified in Section 39a (3) and (4), in the manner agreed with the customer. A reason for the refusal will only be provided where doing so does not violate Austrian or Community legislation and/or an order issued by a court or an administrative authority. Transfer ~~instructions~~ orders refused by the bank for justified reasons shall not trigger the execution times stipulated in Section 39a of these GTC.

~~(8)~~(9) Information about executed transfer ~~instructions~~ orders (reference, amount, currency, charges, interest, exchange rate, value date of the debit entry) as well as ~~about~~ any other payments ~~debited made~~ from the customer's account, particularly ~~in relation to~~ within the scope of a direct ~~debits and standing orders~~ debit order or direct debit authorisation scheme, shall be provided to ~~the~~ a customer who is a consumer by the bank once a month ~~upon request~~ - unless already ~~shown for~~ given on the statement of account when the transaction concerned was effected. ~~for the relevant transaction in the statement of account on a monthly basis in a written form or by means of a data carrier agreed upon.~~

Execution deadlines

Section 39a (1) Payment orders received by the bank after the deadlines specified for the respective type of payment on a day which is not a business day are deemed received on the following business day. A business day is any day on which the bank is open for business as required for the execution of payment transactions.

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

(3) Starting from 01 January 2012, the bank shall ensure that after the time of receipt the amount of the payment transaction will be received by the receiving bank no later than by the end of the following business day. Until 01 January 2012, the relevant period shall be up to 3 days. The above maximum periods shall be extended by one business day for payment transactions initiated in hardcopy. This paragraph shall apply only to payment transactions made in euros within the European Economic Area ("EEA").

(4) The execution period specified in paragraph (3) shall not exceed 4 days in case of payment transactions made within the European Economic Area that are not denominated in euros but in another currency of an EEA Member State.

B. Credit entries and right to cancel

Section 40. (1) In case of a valid existing account maintenance agreement, the bank shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to his/her account. Even after termination of the account maintenance agreement the bank shall be entitled to accept amounts of money on behalf of the customer to the extent obligations of the customer exist in connection with the account. The instruction to provide a customer with an amount of money shall be carried out by the bank by crediting the amount to the account of the beneficiary unless otherwise indicated in the instruction.

B. Execution deadlines times

Section 39a. (1) Payment orders which are received by the bank after the ~~deadlines cut-off times~~ (points in time of receipt) specified for the respective type of payment ~~on a day which is not a business day are deemed received on the following business day.~~ near the end of business hours, or on a day which is not a business day, will be deemed received on the following business day. The bank shall inform the customer who is a consumer in good time before or upon the conclusion of the current account agreement, and thereafter whenever the cut-off times should change, of the cut-off times that have been established, and shall provide that information either on paper or - if so agreed with the customer - on another durable medium. A business day is any day on which the bank is open for business as required for the execution of payment transactions.

(2) If the customer making a payment order and the bank agree that execution of a payment order should commence on a specific ~~date~~ day or at the end of a ~~specific~~ certain period or on the day on which the customer provides the bank with the relevant amount of money, then the agreed ~~date shall be deemed the date~~ day will be deemed the point in time of receipt. If the agreed ~~dateday~~ is not a banking business day of the bank, the payment order shall be treated as ~~received if it had been received~~ on the following business day.

(3) ~~Starting from 01 January 2012~~ The bank shall ensure that after the point in time of receipt the amount of the payment transaction will be received by the ~~receiving bank payee's payment service provider~~ no later than by the end of the following business day ~~Until 01 January 2012, the relevant period shall be up to 3 days. The above maximum periods shall be extended by one business day for~~ (in case of paper-initiated payment transactions ~~initiated in hardcopy by the end of the second business day that follows~~). This paragraph shall apply only to payment transactions made in euros within the ~~European Economic Area~~ ("EEA").

(4) The execution ~~period specified time referred to~~ in paragraph (3) shall ~~not exceed~~ be four business days in case of payment transactions made within the European Economic Area that are ~~not~~ denominated ~~not~~ in euros but in another currency of an EEA Member State.

~~B.C.~~ Credit entries and right to cancel

Section 40. (1) In case of a ~~valid~~ validly existing ~~current~~ account maintenance agreement, the bank shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to his/her account. ~~Even after termination~~ If and to the extent that claims of the bank against the customer exist in connection with the account ~~maintenance agreement~~, the bank shall be entitled to accept amounts of money on behalf of the customer and to set off its claims against the ~~extent obligations~~ customer's claim to disbursement of the ~~customer exist in connection with~~ accepted amount even after termination of the current account agreement. The ~~instruction~~ 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 customer unless otherwise indicated in

(2) Information about transfers credited to his/her account (reference, amount, currency, charges, interest, exchange rate, value date of the credit entry) shall be provided to the customer, who is a consumer – unless already shown for the relevant transaction in the statement of account – on a monthly basis in a written form or by means of a data carrier agreed upon.

(3) The bank shall be entitled to deduct from the credited amount its charges for the relevant transfer. The bank shall show the transfer amount and deducted charges separately.

(4) If cash is paid into a consumer's current account held with the bank in the currency of the relevant current account, the bank shall ensure that the amount is made available and effectively booked without delay upon receipt.
If the account holder is an entrepreneur, the amount shall be made available and effectively booked on the recipient's account no later than on the business day following receipt of the amount.

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

C. Credit entry - subject to collection

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

(2) Due to this reservation the bank shall be obliged to reverse the credit entry by means of a simple entry if the collection 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 will not obtain the unrestricted right of disposition over the amount to be collected.

(3) The reservation may also be exercised if the amount credited was collected abroad and the bank is re-debited the amount by a third party pursuant to foreign law or on the basis of an agreement

the order. If the customer's account stated in the order is not kept in the currency indicated in the order, the credit entry shall be made after conversion to the currency of the account at the conversion rate of the day on which the amount stated in the order is at the bank's disposal and may be used by it. ~~to the account of the beneficiary unless otherwise indicated in the instruction.~~

(2) Information about transfers credited to his/her account (reference, amount, currency, charges, interest, exchange rate, value date of the credit entry) shall be provided to the customer who is a consumer ~~by the bank once a month upon request~~ unless already ~~shown for the relevant transaction~~ in given on the statement of account - on when the transaction concerned was effected. ~~a monthly basis in a written form or by means of a data carrier agreed upon.~~

(3) The bank shall be entitled to deduct from the ~~amount to be credited~~ ~~amount~~ its charges for the relevant transfer. The bank shall show the transfer amount and the deducted charges separately.

(4) ~~If cash is paid into a consumer's current account held with the bank in the currency of the relevant current account, the bank shall ensure that the amount is made available and effectively booked without delay upon receipt.~~
~~If the account holder is an entrepreneur, the amount shall be made available and effectively booked on the recipient's account no later than on the business day following receipt of the amount.~~ The bank does not offer the possibility to effect payments into an account in cash.

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

€-D. Credit entry - subject to collection

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

(2) Due to this reservation the bank shall be ~~obliged~~ ~~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 will not obtain the unrestricted right of disposition ~~over~~ of 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

entered into with a foreign bank.

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

D. Debit entries

Section 42. (1) In the event of transfer instructions, debit entries shall only be considered a confirmation that the instruction has been carried out if the debit entry was not reversed within two banking days (Saturdays, Good Friday and 24 December are not considered banking days).

(2) Cheques and other payment instructions as well as debit entries are deemed collected/cashed/honoured if the debit entry has not been cancelled on the debited account of the customer within two banking days unless the bank has informed the presenter or paid him/her the amount in cash already prior thereto.

E. Direct debit authorisations and standing orders

Section 42a. (1) The customer agrees to debiting his/her account with amounts collected by third parties authorised by him/her from the account he/she holds with the bank. Such approval may be revoked by the customer at any time in writing. Such revocation shall take effect from the business day following receipt by the bank.

(2) If at the time of a debit the bank had received a relevant order by the customer to pay amounts collected by a third party specified in such order from the customer's account ("standing order"), the bank shall be required to meet the request of a customer who is a consumer to reverse the debited amount from his/her account. The above shall not apply if the bank is able to prove that the customer had been provided or made available information by the bank or by the payment recipient about the upcoming debit no later than four weeks prior to the due date in an agreed form. The bank must have received the customer's receipt for reversal of the debit entry within 8 weeks from the date of such debit entry. Entrepreneurs shall not be entitled to make such a request.

(3) If at the time of a debit the bank has not received a standing order by the customer ("direct debit authorisation"), the bank shall be required to meet the request of a customer (including entrepreneurs) received within 8 weeks from the date of the debit entry to reverse the debited amount from his/her account.

the basis of an agreement entered into with a foreign bank.

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

D.E. Debit entries

Section 42. (1) In the eventcase of transfer instructions orders, debit entries shall only be considered confirmation that the instructionorder has been carried out if the debit entry was not reversed within two banking business days (SaturdaysSection 39a (1)); Good Friday and 24 December are not considered banking days).

(2) Cheques and other payment instructions as well as debit entries SEPA Direct Debits B2B are deemed collected/cashed/honoured if the debit entry has not been cancelled on the debited account of the customer was not reversed within two banking business days, unless the bank has informed the presenter or paid him/her the amount in cash already prior thereto. SEPA Direct Debits Core (Section 42a (3)) are deemed collected/cashed/honoured upon expiry of five business days. cash already prior thereto.

E.F. SEPA Direct debit authorisations and standing orders Debits Core and SEPA Direct Debit Orders B2B

Section 42a. (1) The customer agreesconsents to the debiting of his/her account with amounts that are collected from the account he/she holds with the bank by third parties authorised by him/her from the account he/she holds with the bank.. Such approval consent may be revoked by the customer in writing at any time in writing. Such revocation shall take effect from the business day following receipt of such revocation notice by the bank. In the same way, the consent to collections being made by an authorised third party can be limited to a certain amount or periodicity or both by instructing the bank accordingly.

(2) The bank shall carry out collections and SEPA Direct Debits Core to be debited from the customer's account, using the International Bank Account Number (IBAN) communicated by the collecting bank. The information on IBAN shall constitute the unique identifier on the basis of which the collection or the SEPA Direct Debit Core is carried out. In the event that the collecting bank provides additional information on the customer, such as the name of the account from which the collection is to be made, this information shall therefore only serve documentation purposes and shall be disregarded when carrying out the collection or the SEPA Direct Debit Core.

(3) If at the time of a debit the bank had not received a direct debit order from the customer ("SEPA Direct Debit Core"), the bank automatically has to meet the request of the customer (customers including entrepreneurs), received by the bank within 8 weeks from the date of the debit, to reverse the debiting from his/her account. If at the time of a debit the bank had received a relevant order from a customer who is an entrepreneur to pay from the customer's account

(4) A justified request by a customer to reverse a debit entry shall be met within 10 business days.

5. CONSIDERATION OF SERVICES AND REIMBURSEMENT OF EXPENSES

A. Consideration

1. Principle that services are rendered subject to payment of Consideration

Section 43. (1) The bank shall be entitled to demand consideration from the customer for its services, in particular, interest, fees and commissions.

(2) This shall also apply to expedient services rendered by the bank without instruction but in the case of emergency or to the benefit of the customer or in connection with the settlement of the estate of the deceased customer.

(3) Paragraph (1) shall not apply to the non-recurring provision of information to consumers about the bank, the use of payment services, consideration, interest, and exchange rates, about communication, protective and corrective measures, about modifications of, amendments to or termination of the current account agreement and about legal remedies if such is made in a form agreed with the customer as part of the business relation.

(4) Paragraph (1) shall furthermore not apply to services rendered by the bank to consumers in connection with termination of the current account agreement by the customer.

2. Amount of consideration

Section 44. (1) The bank shall be entitled to adequate consideration for its services, the amount of which will be determined by the bank and displayed in the form agreed upon with the customer. The statutory obligation to state such prices in a consumer loan agreement or a consumer current account agreement shall remain unaffected thereby.

3. Change of consideration of permanent services and of the scope of services

Section 45. (1) The bank shall be entitled at its reasonable discretion to amend the consideration charged to entrepreneurs for permanent services (interest, account keeping fee, etc.) by taking into account all relevant circumstances (in particular, changes in the legal framework conditions, changes in the money market or capital market, changes in refinancing cost, changes in staff expenses and operating expenditure, changes in the Consumer Price Index, etc.). (2) Unless agreed otherwise, the consideration (except for interest) charged to consumers for permanent services rendered by the bank will be adjusted on an annual basis to the increase/decrease of

amounts collected by a third party specified in such instruction ("SEPA Direct Debit B2B"), the customer shall have no right to request the reversal of the debit.

(4) A justified request by a customer to reverse a debit entry shall be met within 10 business days.

5. CONSIDERATION OF SERVICES AND REIMBURSEMENT OF EXPENSES CHANGES TO FEES AND PERFORMANCE

A. Consideration Changes to fees and performance for entrepreneurs

1. Principle that services are rendered subject to payment of Consideration

Section 43. (1) The bank shall be entitled to demand consideration from the customer for its services, in particular, interest, fees and commissions.

(2) This shall also apply to expedient services rendered by the bank without instruction but in the case of emergency or to the benefit of the customer or in connection with the settlement of the estate of the deceased customer.

(3) Paragraph (1) shall not apply to the non-recurring provision of information to consumers about the bank, the use of payment services, consideration, interest, and exchange rates, about communication, protective and corrective measures, about modifications of, amendments to or termination of the current account agreement and about legal remedies if such is made in a form agreed with the customer as part of the business relation.

(4) Paragraph (1) shall furthermore not apply to services rendered by the bank to consumers in connection with termination of the current account agreement by the customer.

2. Amount of consideration

Section 44. (1) The bank shall be entitled to adequate consideration for its services, the amount of which will be determined by the bank and displayed in the form agreed upon with the customer. The statutory obligation to state such prices in a consumer loan agreement or a consumer current account agreement shall remain unaffected thereby.

3. Change of consideration of permanent services and of the scope of services

Section 45. (1) The bank shall be entitled at its reasonable discretion to amend the consideration charged to entrepreneurs for permanent services (interest, account keeping fee, etc.) by taking into account all relevant circumstances (in particular, changes in the legal framework conditions, changes in the money market or capital market, changes in refinancing cost, changes in staff expenses and operating expenditure, changes in the Consumer Price Index, etc.). (2) Unless agreed otherwise, the consideration (except for interest) charged to consumers for permanent services rendered by the bank will be adjusted on an annual basis to the increase/decrease of

the Austrian Consumer Price Index 2000 published by the Austrian Office for Statistics (index figure of the month of December preceding the adjustment, as compared to the reference figure of December 2002), such adjustment to take effect as from April 1 of any year and the amount determined being rounded to the nearest whole unit in cents. If the bank in case of an increase of the index does not raise the consideration, for whatever reason, it has thus not forfeited the right to raise the consideration in any subsequent year.

The interest payable by consumers may be changed in accordance with an adjustment clause to be specifically agreed with the customer. The statutory obligation to include the said adjustment clause in a consumer credit agreement shall remain unaffected.

Any adjustments referred to in this sub-clause (2) regarding consumer loans shall not be made earlier than 2 months after the date of the agreement.

(3) Apart from the adjustments referred to in sub-clause (2), any further changes in the scope of services and in the said consideration shall require the customer's consent. Any such change shall enter into force two months after notification of the customer of the change desired by the bank, unless the bank has received a written objection from the customer by that time. In its notification the bank will advise the customer of the change desired from time to time and will point out that after expiration of the stipulated period his/her acquiescence will be deemed a consent to the change. The customer shall be entitled to terminate his/her current account agreement free of charge without notice prior to such adjustment taking effect.

B. Reimbursement of expenses

Section 46. (1) The customer shall bear all expenses, disbursements and costs, in particular stamp duties and legal transaction charges, taxes, postage, cost of insurance, legal counsel, collection, consultancy services in business administration matters, telecommunications as well as provision, administration and utilisation or release of collateral incurred in connection with the business relation between him/her and the bank. If the bank is unable to carry out a payment order by the customer due to lack of coverage or if it has to take action vis-à-vis the customer due to enforcement measures of third parties, it shall be entitled to collect an appropriate lump-sum expense allowance pursuant to the displayed cost list.

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

~~the Austrian Consumer Price Index 2000 published by the Austrian Office for Statistics (index figure of the month of December preceding the adjustment, as compared to the reference figure of December 2002), such adjustment to take effect as from April 1 of any year and the amount determined being rounded to the nearest whole unit in cents. If the bank in case of an increase of the index does not raise the consideration, for whatever reason, it has thus not forfeited the right to raise the consideration in any subsequent year.~~

~~The interest payable by consumers may be changed in accordance with an adjustment clause to be specifically agreed with the customer. The statutory obligation to include the said adjustment clause in a consumer credit agreement shall remain unaffected.~~

~~Any adjustments referred to in this sub-clause (2) regarding consumer loans shall not be made earlier than 2 months after the date of the agreement.~~

~~(3) Apart from the adjustments referred to in sub-clause (2), any further changes in the scope of services and in the said consideration shall require the customer's consent. Any such change shall enter into force two months after notification of the customer of the change desired by the bank, unless the bank has received a written objection from the customer by that time. In its notification the bank will advise the customer of the change desired from time to time and will point out that after expiration of the stipulated period his/her acquiescence will be deemed a consent to the change. The customer shall be entitled to terminate his/her current account agreement free of charge without notice prior to such adjustment taking effect.~~

~~B. Reimbursement of expenses~~

~~Section 46. (1) The customer shall bear all expenses, disbursements and costs, in particular stamp duties and legal transaction charges, taxes, postage, cost of insurance, legal counsel, collection, consultancy services in business administration matters, telecommunications as well as provision, administration and utilisation or release of collateral incurred in connection with the business relation between him/her and the bank. If the bank is unable to carry out a payment order by the customer due to lack of coverage or if it has to take action vis-à-vis the customer due to enforcement measures of third parties, it shall be entitled to collect an appropriate lump-sum expense allowance pursuant to the displayed cost list.~~

~~(2) The bank shall be entitled to charge such expenses as a lump-sum amount without specifying the individual amounts unless the customer expressly demands itemisation of the individual amounts.~~

Section 43. (1) In business dealings with entrepreneurs, the bank shall be entitled at its reasonable discretion to change the fees payable for services or performance to be rendered by the bank or by the customer (including credit interest or debit interest on current accounts or other types of accounts, account keeping fees, etc.) by taking into account all relevant circumstances (in particular, changes in the legal and regulatory framework conditions, changes in the money market or capital market, changes in the refinancing cost, changes in the staff expenses or operating expenditure, changes in the Consumer Price Index, etc.). This shall also apply to changes to any other services or performance to be rendered by the bank which are made due to changes in statutory requirements, the security of banking operations, technical development or the rate of utilization

of the service or performance having materially decreased in a manner substantially affecting cost recovery.

(2) Any changes over and above paragraph 1 concerning the bank's services or performance or the fees payable by the customer, the implementation of new services subject to a fee as well as the charging of new fees for services already agreed shall be offered to the customer by the bank not later than two months before they are proposed to take effect. The customer's consent to these changes will be deemed to be given unless the bank has received a written objection from the customer prior to the proposed entry into effect. The bank shall inform the customer of this circumstance in the offer of change. The offer of change may be kept available by the bank for retrieval in a manner agreed with the customer.

B. Changes to the charges agreed with consumers in respect of payment services (except for interest)

Section 44. (1) Changes to the charges agreed in a master agreement for payment services (in particular the current account agreement) or performance shall be offered to the customer by the bank not later than two months before the day they are proposed to take effect. The customer's consent to these changes will be deemed to be given unless the bank has received an objection from the customer prior to the proposed entry into effect. The bank shall inform the customer of this consequence in the offer of change, which shall also show the extent of the change. The customer shall be entitled to terminate the master agreement without notice and free of charge prior to such change taking effect. The bank shall indicate this, too, in the offer of change. The offer of change must be communicated to the customer by the bank.

(2) Using the method agreed in paragraph 1, an adjustment of the charges to the development of the Austrian Consumer Price Index 2000 published by Statistics Austria ("Consumer Price Index") may be agreed with the customer. The adjustment takes effect as from 1 April of any year and shall be performed by comparing the index figure of the month of November preceding the adjustment to the figure of the month of November of two years before such adjustment. The charge derived from the adjustment shall be rounded to the nearest whole unit in cents. If, in a given year, the adjustment to charges derived from the development of the Consumer Price Index was not offered to the customer, he/she can still be offered the adjustment at a later date, with effect for the future.

(3) An adjustment to charges that deviates from the development of the Consumer Price Index, the implementation of new services subject to a fee as well as the charging of new fees for services already agreed, may only be agreed with the customer by the bank using the method provided for in paragraph (1), if the following conditions are met:

- the costs incurred by the bank in connection with the relevant services or performance, taking into account all objectively justified circumstances (in particular, changes in the legal and regulatory framework conditions, changes in the staff expenses or operating expenditure), exceed the development of the Consumer Price Index.

- The new charges must not, at maximum, exceed the old charges by 10% (notional example: old securities deposit account management fee = 20.00; thus, the maximum new fee = 22.00).

An amendment pursuant to this section (3) is permitted to be agreed with the client only once per calendar year. If the bank, for whatever reason, does not raise the charges despite the existence of objectively justified reasons, this shall not cause the bank to forfeit the right to implement this raise with effect for the future.

C. Changes to the charges agreed with consumers outside payment services (except for interest)

Section 45. (1) The charges agreed with consumers to be payable for any services or performance outside the payment services, the implementation of new services subject to a fee as well as the charging of new fees for services already agreed, will be offered to the customer by the bank not later than two months before the day they are proposed to take effect. The customer's consent to the changes according to this section 45 will be deemed to be given unless the bank has received an objection from the customer prior to the proposed entry into effect. The bank shall inform the customer of this consequence in the offer of change, which shall also show the extent of the change. The offer of change can be made available to the client for collection in any form agreed with such client. Adjustments to charges using the method provided for in this section 45 may only be agreed with the customer by the bank, if the following conditions are met:

- the costs incurred by the bank in connection with the relevant services or performance, taking into account all objectively justified circumstances (in particular, changes in the legal and regulatory framework conditions, changes in the staff expenses or operating expenditure), exceed the development of the Consumer Price Index.
- The new charges must not, at maximum, exceed the old charges by 10% (notional example: old securities deposit account management fee = 20.00; thus, the maximum new fee = 22.00).
- An amendment pursuant to this section is permitted to be agreed with the client only once per calendar year. If the bank, for whatever reason, does not raise the charges despite the existence of objectively justified reasons, this shall not cause the bank to forfeit the right to implement this raise with effect for the future.

D. Changes to the debit interest rates agreed with consumers

Section 46. (1) If an adjustment clause links an interest rate to a reference interest rate (e.g. EURIBOR), any changes shall take effect immediately, without prior notification of the customer. The consumer shall be informed in the next calendar quarter at the latest of any interest rate changes that have taken effect.

(2) Where no adjustment clause has been agreed or where the bank intends to change the interest rate beyond the adjustment that has been agreed, the bank shall offer the customer such interest rate change not later than two months before it is proposed to take effect. The customer's consent to the change will be deemed to be

given unless the bank has received an objection from the customer prior to the proposed entry into effect. The bank shall inform the customer of this consequence in the offer of change, which shall also show the extent of the change. The bank shall be entitled to keep the offer of change available for retrieval in a manner agreed with the customer. However, if the offer of change concerns an account used for implementing payment services, the offer of change must be communicated to the customer and the customer shall be entitled to terminate the related master agreement without notice and free of charge prior to such change taking effect. The bank shall also specify this termination right in the offer of change.

(3) Using the method provided for in paragraph 2, interest rate adjustments may, however, only be agreed with the customer by the bank if the following conditions are met:

- the interest rate adjustment offered corresponds (i) for the adjustment of the debit interest rate, to the development of the costs for the bank in connection with the relevant loan since the date of the conclusion of the underlying agreement with the interest rate currently applied and/or (ii) for the adjustment of the credit interest rate to the development that the costs and reinvestment opportunities for the bank in connection with the relevant credit since the date of the underlying agreement with the interest rate currently applied, whereby all objectively justified circumstances (in particular, changes in the legal and regulatory framework conditions, changes in the money market or capital market, changes in the refinancing cost, changes in the staff expenses or operating expenditure) have to be taken into account.
- A raise of the debit interest rate under paragraph (2) must not exceed 0.5 percentage points (notional example: raise of the debit interest rate from 1.25% p.a. to a maximum of 1.75% p.a.).
- A raise of the debit interest rate under paragraph (2) is furthermore permitted at the earliest after six months after the previous debit interest rate raise (notional example: on 1 January 2016: raise of the debit interest rate from 1.25% p.a. to 1.75% p.a., the earliest following raise of the debit interest rate is on 1 July 2016). Decreases of the debit interest rate in favor of the client are permitted at any time, but do not cause an extension of the six month waiting period for the raise of the debit interest rate. If the bank, for whatever reason, does not raise the debit interest rate despite the existence of objectively justified reasons, this shall not cause the bank to forfeit the right to implement this raise with effect for the future.
- A decrease of the credit interest rate under paragraph (2) must not exceed 0.5 percentage points (notional example: decrease of the credit interest rate from 1.25% p.a. to a maximum of 0.75% p.a.).
- A decrease of the credit interest rate under paragraph (2) is furthermore permitted at the earliest after six months after the previous credit interest rate decrease (notional example: on 1 January 2016: decrease of the credit interest rate from 1.25% p.a. to 0.75% p.a., the earliest following decrease of the credit interest rate is on 1 July 2016). Raises of the credit interest rate in favor of the client are permitted at any time,

but do not cause an extension of the six month waiting period for the raise of the debit interest rate. If the bank, for whatever reason, does not raise the debit interest rate despite the existence of objectively justified reasons, this shall not cause the bank to forfeit the right to implement this raise with effect for the future.

6. COLLATERAL

A. Provision and Increasing of collateral

1. Right to collateral

Section 47. The bank shall be entitled to demand from the customer the provision of appropriate collateral for all claims under the business relationship with him/her within an appropriate period of time, i.e. even then if the claims are conditional, limited as to time or not yet due.

2. Change in the risk

Section 48. (1) If 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 demand the provision or increase of collateral within a reasonable period of time. This shall, in particular, be the case if the economic situation of the customer has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate.

(2) This shall also apply if no collateral was required at the time 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 on any items and rights which come into the possession of the bank.

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

Section 50. (1) The lien shall secure the bank's claims vis-à-vis the customer under the business relation, including joint accounts, even if the claims are conditional or limited as to time or not yet due.

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

6. COLLATERAL

A. ~~Provision and~~ Increasing of collateral

~~1. Right to collateral~~

~~Section 47. (1) The bank shall be entitled to demand from the customer the provision of appropriate collateral for all claims under the business relationship with him/her within an appropriate period of time, i.e. even then if the claims are conditional, limited as to time or not yet due.~~

~~2. Change in the risk~~

~~If, in the business relation with an entrepreneur, 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 demand the provision or increase of collateral within a reasonable an adequate period of time. This shall be the case in particular be the case if the economic situation of the customer has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate.~~

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

~~Section 48. Deleted~~

B. Bank's lien

1. Scope and coming into existence

Section 49. (1) The customer shall grants the bank a lien on any items and rights which come into the possession of the bank in line with the wishes of the customer in connection with any banking business transacted with the bank.

(2) The lien shall, in particular, also exist on all distrainable claims of the customer may have vis-à-vis the bank, such as underclaims based on 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 vis-à-vis the customer under the business relation, including joint accounts, even if the claims are conditional or limited as to time or not yet due. If the customer is an entrepreneur, the lien shall also secure statutory claims of the bank as well as claims vis-à-vis third parties for the satisfaction of which the customer is personally liable.

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

2. Exemptions from the lien

Section 51. (1) The lien shall not include items and rights which have been assigned by the customer to a certain instruction prior to coming into existence of the lien, such as amounts designated for the cashing of a certain cheque or honouring of a certain bill of exchange as well as for the carrying out of a certain transfer. This shall, however, apply only as long as the assignment is effective.

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

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

C. Release of collateral

Section 52. Upon the customer's request the bank will release collateral to the extent it has no justified interest in keeping it as security.

D. Realisation of collateral

1. Sale

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

Section 54. The bank shall have assessed by an expert collateral having no market price or stock exchange price. The bank shall notify the customer of the result of the assessment and at the same time ask the customer to nominate a party interested in purchasing the same within a reasonable period of time who will pay the assessed value as purchase price to the bank within such period. If the customer fails to nominate an interested party within such period or if the purchase price is not paid by the interested party nominated,

2. Exemptions from the lien

Section 51. (1) The lien shall not include items and rights which have been **assigned earmarked** by the customer ~~to for the execution of~~ a certain **instruction order** prior to the coming into existence of the lien, such as amounts designated for the cashing of a certain cheque or the honouring of a certain bill of exchange ~~as well as or~~ for the carrying out of a certain transfer. This shall, however, apply only as long as the **assignment earmarking** is effective.

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

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

C. Release of collateral

Section 52. Unchanged

Section 52a. The following sections 53. to 57. regulate the way in which the bank may proceed when realising collateral. In any case (with the exception of the case regulated in section 56 where a claim furnished as collateral falls due prior to the due date of the secured claim), realisation is subject to the condition that the secured claim has fallen due and the right to realise the collateral has arisen in accordance with the applicable contractual and statutory provisions. The latter requires the customer to have been warned of the realisation of the collateral, also stating the amount of the secured claim, **and at least one month to have passed since such warning, unless there is not any other agreement with regard to this warning period in place.** If the customer is an entrepreneur, such period amounts to one week. The warning may be omitted if it is impractical, for instance if the customer's whereabouts are unknown. In that case, the mentioned period shall start to run from the due date of the secured claim. Realisation before expiry of the period shall be permitted if waiting any longer involves the risk of a substantial and durable loss in value.

D. Realisation of collateral

1. Sale

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

Section 54. ~~The~~ Where the collateral has no market price or stock exchange price, the bank shall have it assessed by an expert ~~collateral having no market price or stock exchange price licensed to perform such assessments.~~ The bank shall notify the customer of the result of the assessment and at the same time ask the customer to nominate, **within an adequate time period of not less than two weeks**, a party interested in purchasing the **same** collateral who, still within ~~a reasonable that period of time who~~, will pay the bank at

the bank shall irrevocably be entitled to sell the collateral in the name of the customer for not less than the assessed value. The proceeds from the sale shall be used for redemption of the secured claims, with the customer being entitled to the surplus, if any.

2. Realisation and out-of-court auction

Section 55. The bank shall also be entitled to realise the collateral by enforcement or - to the extent the collateral has no market price or stock exchange price - to sell it at an out-of-court auction.

3. Collection

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

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

4. Admissibility of realisation

Section 57. Even if the purchaser does not immediately pay the purchase price in cash, the bank shall be entitled to realise the collateral nevertheless to the extent no or no equivalent offer for immediate payment in cash has been made and payment at a later point in time is secured.

E. Right of retention

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

7. OFFSETTING AND CREDITING

A. Offsetting

1. by the bank

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

~~least the assessed value as purchase price to the bank within such period.~~ If the customer fails to nominate an interested party within such period or if the purchase price is not paid by the interested party nominated, the bank shall irrevocably be entitled to sell the collateral in the name of the customer for not less than the assessed value. The proceeds from the sale shall be used for redemption of the secured claims, with the customer being entitled to the surplus, if any.

2. Realisation by enforcement and out-of-court auction

Section 55. The bank shall also be entitled to realise the collateral by enforcement or - to the extent the collateral has no market price or stock exchange price - to sell it at an out-of-court public auction organised by an entrepreneur licensed to perform such auctions. The time and place of the auction shall be published, also providing a general description of the collateral. The party furnishing the collateral and any third parties having rights in the collateral shall be notified of this.

3. Collection

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

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

4. Admissibility of realisation

Section 57. ~~Even if the purchaser does not immediately pay the purchase price in cash, the bank shall be entitled to realise the collateral nevertheless to the extent no or no equivalent offer for immediate payment in cash has been made and payment at a later point in time is secured.~~ Deleted

E. Right of retention

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

7. OFFSETTING AND CREDITING

A. Offsetting

1. by By the bank

Section 59. Unchanged

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

2. by the customer

Section 60. The customer shall only be entitled to offset his/her liabilities if the bank is insolvent or if the claim of the customer is related to his/her liability or has been ascertained by court decision or recognised by the bank.

B. Credit

Section 61. Notwithstanding the provisions of Section 1416 ABGB [Austrian General Civil Code] the bank may initially credit payments to accounts payable to the bank to the extent no collateral has been provided for the same or if the value of the collateral provided does not cover the claims. In this respect it is irrelevant at what time the individual claims have become due. This shall also apply to a current account relationship.

II. SPECIAL TYPES OF BUSINESS TRANSACTIONS

1. TRADE IN SECURITIES AND OTHER ASSETS

A. Scope of application

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

B. Carrying out of instructions

Section 63.(1) In principle, the bank carries out customer instructions for the purchase and sale of securities as commission agent; if stock exchange prices or market prices are available, it will carry out the instructions in its own name unless otherwise notified (Sections 400 et seq. UGB [Austrian Corporation Code]). Dealing in one's own name requires no express notification pursuant to Section 405 UGB.

(2) If the bank agrees on a fixed price with the customer, it enters into a purchase agreement.

(3) The customer hereby approves the bank's execution policy, on the basis of which the bank- in the absence of other instructions- will execute the customer's orders. The bank shall inform the customer of any material changes in the execution policy.

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

2. ~~by~~By the customer

Section 60. Unchanged

B. ~~Credit~~ Crediting

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

(2) ~~In transactions with consumers, the bank may initially credit payments committed to the redemption of a specific claim to the unsecured parts of that claim even if this means a deviation from the commitment made by the customer.~~

II. SPECIAL TYPES OF BUSINESS TRANSACTIONS

1. TRADE IN SECURITIES AND OTHER ASSETS

A. Scope of application

Section 62. Unchanged

B. ~~Carrying out of instructions~~ Execution

Section 63. (1) Unchanged

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

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

D. Date of carrying out instructions

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

E. Insufficient coverage

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

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

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

F. Transactions abroad

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

G. Transactions in stocks

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

2. SAFEKEEPING OF SECURITIES AND OTHER VALUABLES

A. Safekeeping of securities

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

(2) The bank is hereby expressly authorised to keep securities issued

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

Section 64. The statutory provisions and practices applicable at the place of execution shall be apply to the of execution of an order shall be relevant for execution.

D. ~~Date of carrying out instructions~~ Time of execution

Section 65. Unchanged

E. Insufficient coverage

Section 66. (1) Unchanged

F. Transactions abroad

Section 67. Unchanged

G. Transactions in stocks

Section 68. Unchanged

2. SAFEKEEPING OF SECURITIES AND ~~OTHER VALUABLES~~ OTHER ASSETS

A. Safekeeping of securities

Section 69. Unchanged

in Austria abroad and securities issued abroad in Austria. Likewise it shall be authorised to cause registered securities issued abroad to be registered in the name of the domestic depository or in that of the nominee of the foreign depository ("nominee").

(3) The liability of the bank to an entrepreneur shall be limited to the careful selection of the third-party depository.

B. Redemption of shares, renewal of coupons, drawing, termination

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

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

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

C. The bank's obligation to examine

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

D. Notification of conversion or other measures

Section 72. In 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 or other material measures regarding securities the bank shall, to the extent a respective notification has been published in the official gazette "Amtsblatt der Wiener Zeitung"

B. Redemption of shares, renewal of coupons, drawing, termination

Section 70. Unchanged

C. The bank's obligation to examine

Section 71. Unchanged

D. Notification of conversion or other measures

Section 72. Unchanged

or communicated in time by the issuer or the foreign depository, endeavour to notify the customer thereof. If the customer fails to provide instructions in time the bank shall act to the best of its knowledge by taking into account the customer's interests and, in particular, realise rights which would otherwise forfeit at the latest point in time possible.

3. TRADE IN FOREIGN EXCHANGE AND FOREIGN CURRENCY

A. Procedure

Section 73. The bank shall conclude a purchase agreement with the customer on foreign exchange and foreign currency. If it is agreed that the bank acts as commission agent for the customer, the provisions on commission transactions contained in the section on trade in securities shall apply accordingly. If in this case the bank contracts with the customer for its own account no express notification pursuant to Section 405 HGB [Austrian Commercial Code] shall be required.

B. Forward transactions

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

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

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

4. FOREIGN CURRENCY LOANS

Section 75. Foreign currency loans shall be paid back in the currency in which they were granted by the bank. Payments made in other currencies shall be considered security payments unless the bank informs the customer that they will be used for redemption of the loan. The bank shall also be entitled to convert an outstanding debit balance in a foreign currency into Austrian currency upon notification of the customer if

- the credit risk increases due to the price development of the foreign currency and if the bank does not receive sufficient security within a reasonable period of time or

3. TRADE IN FOREIGN EXCHANGE AND FOREIGN CURRENCY

A. Procedure

Section 73. (1) The bank shall conclude a purchase agreement with the customer on foreign exchange and foreign currency.

(2) If it is agreed that the bank acts as commission agent for the customer, the provisions on commission transactions contained in the section on trade in securities shall apply accordingly. If in this case the bank contracts with the customer for its own account, no express notification pursuant to Section sec. 405 HGB [of the Austrian Commercial Code] (UGB) shall be required.

B. Forward transactions

Section 74. Unchanged

4. FOREIGN CURRENCY LOANS

Section 75. (1) Foreign currency loans shall be paid back in the currency in which they were granted by the bank. Payments made in other currencies shall be considered security payments unless the bank informs the customer that they will be used for redemption of the loan.

(2) The bank shall also be entitled to convert an outstanding debit balance in a foreign currency into Austrian currency upon notification of the customer if

- in the business relation with an entrepreneur the credit risk increases due to the price development of the foreign currency

- pursuant to statutory or other circumstances for which the bank is not responsible refinancing in the foreign currency is not possible anymore or
- the entire loan is due for repayment and is not repaid despite reminder.

and if the bank does not receive sufficient security within an ~~an~~ **reasonable** adequate period of time, or

- pursuant to statutory or other circumstances for which the bank is not responsible, refinancing in the foreign currency is ~~not~~ **no longer** possible ~~anymore~~, or
- the entire loan is due for repayment and is not repaid despite a reminder.

5. COLLECTION, DISCOUNT BUSINESS, BILL OF EXCHANGE AND CHEQUE OPERATIONS

A. Scope of application

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

5. COLLECTION, DISCOUNT BUSINESS, BILL OF EXCHANGE AND CHEQUE OPERATIONS

A. Scope of application

Section 76. Unchanged

B. Collection or negotiation of documents

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

B. Collection order ~~or negotiation of documents~~

Section 77. ~~The collection of the above-mentioned collection documents shall be performed on the basis of a collection order, it being understood that In-Principle, the bank shall~~ is not obligated to accept such ~~documents for~~ collection ~~unless~~ order. Any negotiation (discounting) of the ~~same has been~~ collection documents by the bank ~~needs to be~~ agreed upon separately.

C. Timeliness of orders

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

C. Timeliness of orders

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

D. Rights and obligations of the bank

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

D. Rights and obligations of the bank

Section 79. Unchanged

Section 80. In the events stated above as well as in case of re-debits of "subject to collection" credits (Section 41) the claims under security law for payment of the full amount plus ancillary expenses vis-à-vis the customer and any party obligated under the document shall remain with the bank until coverage of the debit balance which results from such re-debit.

Section 80. Unchanged

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

Section 81. Unchanged