

**General Terms of Business of
Austrian Anadi Bank AG
(Version February 2017)**

GENERAL PROVISIONS

**I. BASIC RULES GOVERNING THE RELATIONSHIP BETWEEN THE
CUSTOMER AND THE BANK**

**A. Scope of application and amendments to the General Terms of
Business**

1. Scope of application

Section 1.

(1) These General Terms of Business (hereinafter GTB) shall apply to the whole of the business relationship between the customer and all domestic and foreign branches of the Bank. The business relationship shall comprise all the individual business relations between the customer and the Bank and thus all framework agreements for payment services (e.g. giro account agreement or credit card agreement). Provisions contained in agreements concluded with the customers or in special conditions shall take precedence.

(2) The terms "consumer" and "entrepreneur" are used hereinafter within the meaning of the Consumer Protection Act [Konsumentenschutzgesetz].

**2. Amendments to the General Terms of Business and the framework
agreements for payment services**

Section 2.

(1) Amendments to these General Terms of Business shall be notified to the customer by the Bank at the latest two months before the proposed date for their coming into force. The provisions affected by the proposed amendments and the suggested amendments shall be shown in a side-by-side comparison of these provisions. The customer's consent shall be deemed to have been issued if no objection from the customer has been received by the Bank before the proposed date for their coming into force. The Bank shall make reference to this fact to the customer in the notification of the proposed amendments to the GTB. In addition, the Bank shall publish a comparison of the provisions affected by the change to the GTB as well as the full version of the new GTB on its website. The Bank shall also make reference to this in its notification of the proposed amendments to the GTB. The proposal to change the GTB must be communicated to a customer who is a consumer. In the case of an entrepreneur it is sufficient for the Bank to keep the proposal to change the GTB available for call-off in a manner agreed with the entrepreneur.

(2) In the case of an intended amendment of the GTB the customer who is a consumer shall have the right to terminate his framework agreements for payment services (in particular the giro account agreement) free of charge and without giving notice before the amendment comes into force. The Bank shall make reference to this in the notification of the amendment.

(3) Paragraph (1) also applies to amendments to framework agreements between the customer and the Bank. In addition, Paragraph (2) also applies to amendments to framework agreements for payment services.

(4) Paragraphs (1) and (2) above do not apply to changes to the Bank's services (with the exception of interest on credit balances) and charges paid by the customer (with the exception of interest on debit balances). Unless individually agreed with the customer, Sections 43 to 46 apply to these changes.

B. Delivery of declarations

1. Instructions by the customer

Section 3.

(1) Instructions must be provided in writing. The customer can also issue instructions by means of a mechanism for the electronic recording of his signature put in place by the Bank for this purpose.

(2) The Bank shall, however, also be authorised to process instructions which are communicated to it by means of telecommunication (in particular by telephone, telegraph, telex, fax or remote data transmission). Where the other prerequisites are met, the Bank shall only be obliged to execute such instructions if the customer has agreed this with the Bank.

(3) The Bank shall be authorised to process instructions which are given to it within the context of a business relationship with an entrepreneur in any form for account of the latter if the Bank comes to the view without fault that they originate from the entrepreneur, and the Bank shall not be held accountable for an invalid instruction. This shall not apply to instructions for payment services.

2. Obtaining of confirmations by the Bank

Section 4.

For security reasons the Bank shall be entitled, in particular in the case of instructions provided by telecommunication, to obtain a confirmation of the instruction via the same or another means of communication, dependent upon the circumstances, before executing these instructions.

3. Declarations by the Bank

Section 5.

(1) The notifications and declarations by the Bank made via telecommunication shall apply subject to written confirmation, provided that no written agreements to the contrary have been made and no other customary practices of the Bank apply. This does not apply with respect to consumers.

(2) Declarations and information that the Bank has to communicate or make accessible to the customer shall be sent to the customer in paper form (in particular by means of statements of account).

C. Drawing authority following the death of the customer

Section 6.

(1) As soon as it learns of the death of a customer, the Bank shall permit withdrawals on the basis of an order of the probate court [Abhandlungsgericht] or the certificate of inheritance [Einantwortungsurkunde]. Drawings by an account/custody account holder with sole drawing powers on the joint account/custody account shall not be affected by this rule.

(2) Signing authorities shall not expire as a result of the death of the customer if they have been granted by an entrepreneur for a business account. In the event of doubt, the accounts of an entrepreneur shall be deemed to be business accounts.

D. Bank's duties and liability

1. Duties of information

Section 7.

(1) In the absence of any separate agreement to the contrary, the Bank is not subject to any duties of information over and above the statutory obligations to inform, other than those mentioned in its General Terms of Business. Consequently, in the absence of any statutory or contractual obligations the Bank is not obliged to inform the customer of imminent price falls, of the value or lack of value of items entrusted to it or of circumstances that impair or could threaten the value of these items, or to provide the customer with any other advice or information.

(2) The obligations to inform provided for in Sections 26 (1) to (4), 28 (1), 31 and 32 of the Law on Payment Services [Zahlungsdienstgesetz] do not apply with respect to entrepreneurs.

2. Execution of instructions

Section 8.

(1) An instruction whose content typically necessitates the involvement of a third party shall be fulfilled by the Bank through the appointment of a third party on its own behalf. If the Bank selects the third party, it shall be liable for the thoroughness of its selection.

(2) If so requested by the customer, the Bank shall be obliged to assign any claims against the third party to the customer.

Section 9.

In addition to Section 8, in the case of payment services within the European Economic Area (EEA) in Euro or another currency of an EEA signatory state, the Bank shall be liable in respect of consumers (but not in respect of entrepreneurs) for the proper execution of the transfer until this is received by the recipient's payment service provider (Section 39a of these Terms of Business).

E. Customer's duties of cooperation and liability

1. Introduction

Section 10.

During its transactions with the Bank, the customer must in particular observe the duties of cooperation listed below; violation of these shall give rise to liabilities for damages by the customer or to a reduction of the customer's claims for damages against the Bank.

2. Notification of important changes

a) Name or address

Section 11.

(1) The customer must notify the Bank immediately in writing of any changes to his name, his company name, his address or the address of any recipient office designated by him.

(2) If the customer fails to notify changes of address, then written declarations by the Bank shall be deemed to have been received if they have been sent to the last address notified to the Bank by the customer.

b) Authority to represent the account holder

Section 12.

(1) The customer must immediately notify the Bank in writing of the termination of or amendments to an authority to represent the account holder that had been notified to it, including the drawing and signing authority (Sections 31 and 32), and must provide evidence of this via appropriate documents.

(2) Any authority to represent the account holder notified to the Bank shall continue to apply until the Bank receives written notification of its termination or an amendment to its former scope, unless the Bank was aware of the termination or the amendment, or was unaware of this through gross negligence. This shall also apply in particular if the termination or the amendment to the authority to represent the account holder has been registered in a public register and a publication to this effect has taken place.

c) Capacity to contract; winding-up of the company

Section 13.

The Bank must be notified immediately in writing of any loss and any restriction to the customer's capacity to contract. If the customer is a company or a legal entity, the Bank must also be notified immediately in the event of its being wound up.

3. Clarity of instructions

Section 14.

(1) The customer must ensure that his instructions to the Bank are clearly and unambiguously worded. Alterations, confirmations and repetitions must be explicitly identified as such.

(2) If the customer wishes to give the Bank special directions for the execution of instructions, then he must inform the Bank of this separately and explicitly, and in the case of instructions issued on forms, separately from the form itself. This applies in particular if execution of the instruction is especially urgent or is associated with specific deadlines and timings.

4. Due care during the use of telecommunications, payment instruments

Section 15.

(1) When using a payment instrument that has been agreed as suitable for issuing an order to the Bank, the customer must take all reasonable precautions to protect the personalised security features against unauthorised access, and must also notify the Bank, or the body appointed by it, of the loss, theft, misuse or other unauthorised use of the instrument immediately he becomes aware of this. Entrepreneurs shall be liable to an unlimited amount for damages incurred by the Bank as a result of the violation of these obligations of due care in the event of any form of culpability by the entrepreneur.

(2) The Bank is entitled to block payment instruments it has issued to the customer if

- objective reasons related to the security of the payment instruments justify this, or
- there is suspicion of an unauthorised or fraudulent use of the payment instrument, or
- the customer has not met his payment obligations in connection with a line of credit associated with the payment instrument (exceeding the credit limit or overdrawing), and
 - either the fulfilment of these payment obligations is jeopardised due to a deterioration in or threat to the financial circumstances of the customer or of a co-debtor,
 - or the customer has become insolvent or this is imminent.

The Bank shall inform the customer of any such blocking and of the reasons for it using one of the forms of communication agreed with the customer, if possible before but at the latest immediately following such blocking, provided the announcement of the blocking or of the reasons for the blocking would not be counter to any order by a court or administrative authority, or contravene Austrian or European Union legal standards or objective security considerations.

5. Making objections

Section 16.

(1) The customer must check declarations by the Bank which do not relate to payment services (such as confirmations of orders issued with regard to financial instruments and notifications concerning their execution and statements of their completion; statements of account, the balancing of accounts and other statements in credit and foreign currency transactions; statements or lists of custody accounts) for their completeness and correctness, and must raise any objections immediately, but at the latest within two months. If no written objections to the balancing of an account which does not apply to a payment account are received by the Bank within two months, this balancing by the Bank shall be deemed to be approved. The customer can also request that this balancing be corrected after the expiry of this period, but must then demonstrate that his account has been incorrectly debited or that a credit to which he was entitled was not issued. At the beginning of each deadline period the Bank shall inform the customer of the consequences of omitting to make such an objection.

(2) In the event of any debit from his giro account resulting from an unauthorised or incorrectly executed payment transaction, the customer can at all events obtain rectification by the Bank provided he has informed the Bank of an unauthorised or incorrectly executed payment transaction immediately following its detection, but at the latest 13 months from the date of the debit. These time

limits shall not apply if the Bank has not advised the customer of the information provided for in Section 39 (9) of these Terms of Business concerning the corresponding payment procedure, or has not made this information accessible to him. The customer's other claims to rectification are not excluded by this provision.

6. Instructions in the event of communications not being received

Section 17.

Omitted

7. Translations

Section 18.

Foreign language documents of all kinds are to be presented to the Bank, on request, together with a translation into German which has been certified by a court sworn translator.

F. Place of performance; choice of law; place of jurisdiction

1. Place of performance

Section 19.

The place of performance for both parties in the case of transactions with entrepreneurs shall be the premises of that branch of the Bank with which the transaction was concluded.

2. Choice of law

Section 20.

Austrian law shall apply to all legal relations between the customer and the Bank.

3. Place of jurisdiction

Section 21.

(1) An entrepreneur may only bring actions against the Bank at the court with jurisdiction for the subject matter at the registered offices of the principal branch of the Bank. This place of jurisdiction shall also apply for actions by the Bank against an entrepreneur, the Bank also being authorised to assert its rights at any other court with geographical jurisdiction and jurisdiction for the subject matter.

(2) The general place of jurisdiction in Austria for actions by a consumer or against a consumer that was agreed with the Bank at the time at which the contract was concluded shall continue to apply if, after conclusion of the contract, the consumer moves his place of residence abroad and Austrian court decisions are enforceable in the country concerned.

G. Termination of the business relationship

1. Ordinary termination of the business relationship with entrepreneurs

Section 22.

In the absence of an agreement for a specific period, the Bank and the customer can terminate the entire business relation or individual parts thereof (including credit agreements and framework agreements for payment services such as giro account agreements in particular) at any time subject to adherence to an appropriate period of notice. Charges paid in advance shall not be reimbursed.

2. Ordinary termination of the business relationship with consumers

Section 23.

(1) The customer can terminate a framework agreement for payment services, in particular the giro account agreement, at any time free of charge subject to adherence to a notice period of one month. The right to terminate a framework agreement for payment services free of charge and without giving notice, in particular the giro account agreement, in the event of an amendment to the General Terms of Business or of a framework agreement for payment services, in particular the giro account agreement (Section 2), being proposed by the Bank remains unaffected.

(2) The customer can terminate indefinite credit agreements at any time free of charge subject to adherence to a notice period of one month.

(3) The customer can terminate all other agreements with the Bank concluded for an indefinite period at any time subject to adherence to an appropriate notice period.

(4) The Bank can terminate framework agreements for payment services concluded for an indefinite period (in particular giro account agreements) and credit agreements subject to a notice period of 2 months.

(5) The Bank can terminate all other agreements concluded for an indefinite period at any time subject to adherence to an appropriate notice period.

3. Termination for good cause

Section 24.

(1) If good cause exists, the Bank and the customer may terminate the entire business relationship or individual elements thereof at any time with immediate effect.

(2) Good cause entitling the Bank to termination shall exist in particular if

- there is a deterioration in or threat to the customer's financial circumstances or those of a co-debtor, which results in the fulfilment of liabilities to the Bank being jeopardized, or
- the customer provides incorrect details in relation to his financial circumstances or other important matters, or
- the customer fails to or is unable to fulfil an obligation to furnish or increase collateral.

4. Legal consequences

Section 25.

(1) Upon termination of the business relationship as a whole or parts thereof, the amounts due from the business relationship shall immediately fall due for payment. The customer shall moreover be obliged to release the Bank from all obligations it has taken on for him.

(2) The Bank shall further be authorised to terminate all obligations taken on for the customer and to settle these with effect for the customer and to immediately redebit credits that have taken place provided these have been received. Claims arising out of securities, in particular bills of exchange and cheques, may be asserted by the Bank until any existing debit balance is covered.

(3) In the event of the termination of the entire business relationship or individual business relations, the Bank shall reimburse the customer who is a consumer pro rata for any charges for payment services that have been paid in advance for a particular period.

(4) The GTB shall continue to apply even after termination of the business relationship until complete settlement.

H. Right of refusal to pay

Section 26.

(1) The Bank may refuse to pay the credit amount for objectively justified reasons.

(2) Objectively justified reasons within the meaning of Section 1 shall exist if after the conclusion of contract

- circumstances arise which indicate a deterioration in the customer's financial status or a devaluation of the collateral provided to such an extent that even if this collateral is realized, the repayment of the credit or the payment of interest is jeopardized, or
- there is an objectively justified suspicion at the Bank that the credit amount is being used by the borrower in a manner that is contrary to the agreement or the law.

(3) The Bank must inform consumers of this intention immediately in paper form or by means of another permanent data medium stating the reasons. The statement of the reasons must be omitted insofar as this would jeopardise public safety or order.

II. BANKING INFORMATION

A. Banking information

Section 27.

Where no obligation exists in this respect, general banking information in relation to a company's financial situation shall only be provided on a non-binding basis and shall only be provided in writing to entrepreneurs.

III. OPENING AND MANAGEMENT OF ACCOUNTS AND CUSTODY ACCOUNTS

A. Scope of application

Section 28.

Unless determined otherwise, the rules hereinafter in relation to accounts shall also apply to custody accounts.

B. Opening accounts

Section 29.

When opening an account the future account holder must provide evidence of his identity. Accounts shall be managed under the name or company name of the account holder and a number.

C. Specimen signatures

Section 30.

Those persons who are to have drawing authority and signing authority on the account must deposit their signature with the Bank. The Bank shall permit written drawings in the context of the account relationship with the customer on the basis of the deposited signatures.

D. Drawing authority and signing authority

1. Drawing authority

Section 31.

Only the account holder shall be authorised to draw on the account. Only those persons whose signing authority is based on the law or to whom a power of attorney to draw on this account has been explicitly granted in writing shall be authorised to represent him; they must provide evidence of their identity and their authority to represent the account holder.

2. Signing authority

Section 32.

(1) The account holder may explicitly grant signing authority in writing to other persons. The authorised signatory must provide evidence of his identity to the Bank. The authorised signatory shall exclusively be authorised to undertake and revoke drawings on the credit balance in the account.

(2) Signing authority for a custody account shall also include the authority to buy and sell securities within the scope of the available cover, and according to the investment objective of the custody account holder investigated in accordance with the Securities Supervision Act [Wertpapieraufsichtsgesetz] and the custody account holder's readiness to assume risks.

E. Special types of account

1. Subsidiary account

Section 33.

An account may also include subsidiary accounts. Even if these are given a subsidiary designation, exclusively the account holder shall be authorised and obligated towards the Bank.

2. Trust account

Section 34.

In the case of trust accounts, exclusively the trustee, as account holder, is authorised and obligated towards the Bank.

3. Joint account

Section 35.

(1) An account may also be opened for several holders (joint account). Disposals over the account, in particular its closure and the granting of signing authorities, may only be undertaken by all account holders jointly. On an individual case basis each account holder may arrange to be represented by his own authorised representative for this purpose.

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

(3) Unless explicitly agreed otherwise, every account holder shall be entitled to draw on the funds in the account alone. This entitlement shall also include the authority to buy and sell securities within the scope of the available cover, and according to the joint investment objective of all custody account holders investigated in accordance with the Securities Supervision Act and the joint readiness to assume risks of all the account holders. It shall, however, be terminated through the explicit opposition of another account holder, in which case only all the joint account holders together shall be thus authorised.

(4) Signing authorities may be revoked by each individual joint account holder.

Section 36.

Omitted

4. Foreign currency account

Section 37.

The Bank's obligation to execute an instruction to debit a foreign currency credit balance or to meet a foreign currency liability shall be suspended to the extent and for as long as due to politically caused measures or events in the country of this currency the Bank is unable to dispose over the currency in which the foreign currency credit or liability is made out, or can only do so to a limited extent. To the extent and for as long as these measures or events continue, the Bank is also not obliged to such fulfilment at another place outside the country of the currency, in another currency (including euros) or by acquiring cash. However, the Bank's obligation to execute an instruction debiting a foreign currency credit balance shall not be suspended if the Bank is able to completely execute this internally. The right of the customer and the Bank to set off due mutual claims in the same currency against each other remains unaffected by the aforementioned provisions.

F. Account balances and statements of securities

Section 38.

(1) Unless agreed otherwise, the Bank shall balance accounts quarterly. Any interest and charges which have accrued during the quarter shall form part of the closing balance, on which interest shall subsequently be charged ("compound interest"). Statements of securities shall be sent out once a year.

(2) The Bank shall keep the account statement together with the account balance/statement of securities ready for collection by the customer at the branch holding the account.

IV. GIRO TRANSACTIONS

A. Transfer instructions

Section 39.

(1) In the case of transfer instructions in favour of a recipient whose account is managed by a payment service provider in Austria, other countries of the European Economic Area (EEA) and Switzerland, the customer must identify the recipient by means of the recipient's International Bank Account Number (IBAN). If the recipient's payment service provider has its place of business in a member country of the EEA other than Austria, or in Switzerland, until 31 January 2016 the payment service provider's Bank Identifier Code (BIC) must also be provided as well as the IBAN.

(2) In the case of transfer instructions in favour of a recipient whose account is managed by a payment service provider outside the EEA and Switzerland, the customer must identify the recipient: with the recipient's account number and either the name, bank sort code or BIC of the recipient's payment service provider or with the recipient's IBAN and the BIC of the recipient's payment service provider.

(3) The details of the IBAN and BIC or account number and the name/bank sort code/BIC of the recipient's payment service provider respectively which the customer must provide as defined within Paragraphs (1) and (2), represent the recipient's customer identifier, by means of which the transfer instructions are executed. Any details of the recipient over and above this, in particular the recipient's name, do not form part of this customer identifier and are not taken into account when executing the transfer.

(4) The purpose stated in the transfer instruction is not of significance for the Bank in any case.

(5) The acceptance of a transfer order by the Bank does not in itself create any third party rights whatsoever with respect to the Bank.

(6) The Bank is only obliged to execute a transfer order if there is full cover for this in the corresponding account stated by the customer (credit balance, credit facility granted).

(7) Transfer orders received by the Bank (Section 39a) cannot be unilaterally revoked by the customer. If a later execution date is agreed for a transfer order, such irrevocability shall not apply until the close of the business day preceding the execution date.

(8) If the Bank refuses to execute a transfer order, it shall inform the customer of the refusal as quickly as possible in the manner agreed with him, but at all events within the periods stated in Section 39a (3-4), and shall also inform the customer how the transfer order can be rectified so as to enable execution at a future date. Transfer orders that are justifiably refused by the Bank shall not trigger the execution deadlines agreed in Section 39a of these General Terms of Business.

(9) Information concerning transfer orders that have been executed (reference, amount, currency, charges, interest, exchange rate, value date of the debit) and other payments executed involving debits to the customer's account, in particular by means of direct debits and direct debit mandates, shall on request be provided by the Bank to customers who are consumers once a month, unless these have already been shown against the respective transaction in the statement of account.

B. Execution periods

Section 39a.

(1) Payment orders which reach the Bank after the times laid down for the respective type of payment (receipt times) close to the end of business hours or on a day that is not a business day, will be treated as if they had been received on the following business day. The Bank shall inform the customer of the specified receipt times in paper form or, if so agreed with the customer, by means of another permanent data medium, in good time before and after concluding the giro account agreement, and subsequently every time the receipt times are altered. A business day is any day on which the Bank is open and maintains the business operations necessary for the execution of payment transactions.

(2) If it is agreed between the customer issuing a payment order and the Bank that the execution of a payment order should begin on a specific day or at the end of a specific period, or on the day on which the customer makes the sum of money available to the Bank, the agreed date shall be deemed to be the date of receipt. If the agreed date is not a business day of the Bank, the payment order shall be treated as if it had been received on the following business day.

(3) The Bank shall ensure that after the time of receipt the amount that is the subject matter of the payment transaction reaches the payment recipient's payment service provider at the latest at the end of the following business day (for payment transactions effected in paper form the end of the second business day thereafter). This paragraph is applicable solely to payment transactions within the European Economic Area ("EEA") effected in Euro.

(4) For payment transactions within the European Economic Area not denominated in EURO but in another currency of an EEA signatory state, the execution period referred to in Paragraph (3) shall be a maximum of 4 business days.

C. Credits and right of cancellation

Section 40.

(1) When there is a valid giro account contract, the Bank is obliged and irrevocably authorised to accept sums of money on behalf of the customer and credit these to his account. If and insofar as the customer has liabilities from the account, the Bank is entitled to receive money on behalf of the customer and set off its own claims against the customer's claim to having the amount received paid out, even after the termination of the giro account agreement. The Bank shall execute the order to make an amount of money available to the customer by crediting the amount to the customer's account unless anything to the contrary is stipulated by the order. If the customer's account as stated in the instructions is not held in the currency in which the instruction is made out, the account will be credited after conversion into the currency of the account at the exchange rate on the day on which the sum of money stated in the instruction is available to the Bank and can be disposed over by it.

(2) Information on transfers credited to the account (reference, amount, currency, charges, interest, exchange rate, value date of the credit) shall be provided to customers who are consumers once a month by the Bank upon request – unless this has already been shown against the respective transaction in the statement of account.

(3) The Bank is entitled to deduct its own charges for the transfer from the amount to be credited. The Bank shall show the amount transferred and the charges deducted separately.

(4) The Bank can cancel credits which it has undertaken as a result of an error of its own at any time. In other cases, the Bank shall only cancel a credit if it receives clear evidence of the invalidity of the transfer instruction. The right of cancellation shall not be removed by any interim balancing of accounts. If the right of cancellation applies, the Bank can refuse to permit the amounts credited to be drawn on.

D. Credit subject to receipt of funds

Section 41.

(1) If the Bank credits the customer's account with amounts that it is required to collect on behalf of the customer (in particular within the scope of the collection of cheques, bills of exchange and other securities, direct debits, etc.), or amounts which are to be transferred to the customer's account, before the amount to be collected or transferred has reached the Bank, this shall be done solely subject to the Bank actually receiving the amount credited. This shall also apply if the amount to be collected is payable to the Bank.

(2) As a result of this reservation, the Bank is entitled to reverse the credit by means of a simple posting if the collection or transfer fails or if, as a result of the financial circumstances of a party obliged to pay, official intervention or for other reasons it is foreseeable that the Bank will not obtain the right of unrestricted disposal over the amount to be collected or that has been transferred.

(3) This reservation can also be exercised if the amount credited has been collected abroad or transferred from abroad and is debited back to the Bank by a third party under foreign law or on the basis of an agreement made with a foreign bank.

(4) In the event of a valid reservation, the Bank is also entitled to refuse to allow the customer to draw on the amounts credited. This reservation shall not be removed by the balancing of accounts.

E. Debit entries

Section 42.

(1) In the case of transfer orders, debit postings shall only be understood as notification of execution when two business days have passed without the debit posting being reversed (see Section 40a (1) of these Terms of Business).

(2) Cheques and other payment instructions, and also SEPA business-to-business direct debit mandates, shall be considered to be honoured when the debit posting from the customer account drawn on has not been reversed within two business days, unless the Bank has already informed the presenter that these have been honoured or has made payment to him in cash. SEPA direct debit mandates (Section 42a (3)) are honoured with the expiry of five business days.

F. SEPA direct debit mandates and SEPA business-to-business direct debit mandates

Section 42a.

(1) The customer consents to his account being debited by amounts which third parties authorised by him collect by debiting his account with the Bank. This consent can be revoked by the customer at any time in writing. Such revocation shall be effective from the working day following its receipt by the Bank. Similarly the consent provided to the Bank for debits by an authorised third party can be restricted to a particular amount or a particular frequency or both.

(2) The Bank undertakes collections and SEPA direct debit mandates by means of which the customer's account is to be debited on the basis of the International Bank Account Number (IBAN) provided by the collecting bank. The IBAN details represent the customer identifier by means of which the collection or SEPA direct debit mandate is executed. If details of the customer over and above this are provided by the collecting bank, such as the name of the account from which the amount is to be collected in particular, these therefore serve only for documentation purposes and are not taken into account when executing the collection or the SEPA direct debit.

(3) If the Bank was not in possession of a direct debit order from the customer ("SEPA direct debit authorisation") on the date on which the account was debited, the Bank must without question comply with a request from the customer to cancel the account debit if it has received this request within 8 weeks from the date on which the account was debited (even if the customer is an entrepreneur). If the Bank was in possession of an order from a customer who is an entrepreneur on the date on which the account was debited, instructing the Bank to pay amounts collected by a third party specified in the order by debiting the customer's account ("SEPA business-to-business direct debit mandate"), the customer shall have no right to request the reversal of the debit from the account.

(4) A justified request by the customer for the reversal of a debit posting shall be complied with within 10 business days.

V. CHANGES TO CHARGES AND SERVICES

A. Changes to charges and services to companies

Section 43.

(1) In its dealings with entrepreneurs, the Bank can at its equitable discretion change the charges for permanent services which the Bank or the customer has to provide (including interest on debit and credit balances on giro or other accounts, account management fees, etc.) taking account of all the circumstances that come into consideration (in particular amendments to the statutory and supervisory frameworks, changes on the money or capital market, changes in refinancing costs, changes in personnel costs or operating expenditure, changes in the consumer price index, etc.). The same applies to changes to other services by the Bank which come about due to changes in the statutory requirements, the security of the banking business, technical development or if the level to which a service is used has fallen substantially and this has a substantial adverse effect on the coverage of the costs of this.

(2) Changes to the Bank's services or the charges paid by the customer over and above Paragraph (1), the introduction of new chargeable services and of new charges for services that have already been agreed shall be offered to the customer by the Bank at the latest two months before the proposed date for these to come into force. The customer's consent shall be deemed to have been issued if the Bank has not received any written objection from the customer by the proposed date for them to come into force. The Bank shall make reference to this in the notification of the proposed changes. The Bank can keep the notification of the changes ready for the customer to call off in a way agreed with the customer.

B. Changes to charges for payment services agreed with consumers (excluding interest on debit balances)

Section 44.

(1) Changes to the charges for permanent services agreed in a framework agreement for payment services (in particular for a giro account) shall be notified to the customer by the Bank at the latest two months before the proposed date for these to come into force, which at all events shall be 1 April of any year. The customer's consent to these changes shall be deemed to have been issued if the Bank has not received any objection from the customer by the proposed date for them to come into force. The Bank shall inform the customer of this fact in the notification of the proposed changes, in which the extent of the changes must be shown. The customer has the right to terminate the framework agreement free of charge without giving notice until the changes come into force. The Bank shall also make reference to this in the notification of the proposed changes. The notification of proposed changes must be communicated to the customer by the Bank.

(2) An adjustment of the charges in line with the development of the national consumer price index 2010 published by Statistics Austria ("consumer price index") can be agreed with the customer via the means agreed in Paragraph (1). This adjustment shall take place by comparing the index values in November the previous year with the values in November the year before last. The charges derived from this adjustment shall be commercially rounded to the nearest whole cent.

If during one year the customer was not offered the adjustment to the charges derived from the development of the consumer price index, this adjustment can also be offered to the customer later with future effect.

(3) The Bank may only agree with the customer on an adjustment to the charges that differs from the development of the consumer price index via the means provided for in Paragraph (1) on the following conditions:

- The development of the costs incurred by the Bank in connection with the respective permanent service during the period that is relevant for the adjustment of the charges in accordance with Paragraph (2) deviates from the development of the consumer price index when all the objectively justified circumstances to be considered are taken into account (in particular amendments to the statutory and supervisory frameworks, changes in personnel costs or operating expenditure), and the adjustment to the charges notified by the Bank corresponds to this deviating development of costs.
- An increase in charges corresponds to a maximum of three times an increase in charges that would derive from the development of the consumer price index.
- The notification of the proposed changes makes reference to the fact that the proposed change in charges is higher than that which would derive from the development of the consumer price index.

C. Changes to charges agreed with consumers outside of payment services (excluding interest on debit balances)

Section 45.

(1) The charges agreed by the Bank with consumers for permanent services provided by the Bank outside of payment services (for example safe hire, account management charges for accounts via which no payment services are transacted) shall be adjusted annually with effect from 1 April of every year in line with the development of the national consumer price index 2010 published by Statistics Austria (increased or reduced) and commercially rounded to the nearest whole cent. The adjustment shall take place by comparing the index values in November the previous year with November the year before last. If for whatever reason when the index is increased the charges are not increased, the right to increase these with future effect shall not be lost. Adjustments to charges shall be made at the earliest after the expiry of two months from the date in which the agreement was concluded.

(2) Adjustments to the charges for the permanent services provided by the Bank outside of payment services that deviate from the consumer price index shall be notified to the customer by the Bank at the latest two months before the proposed date for these to come into force, which in all events shall be 1 April of any year. The customer's consent to these changes shall be deemed to have been issued if no objection from the customer has been received by the Bank before the proposed date for these to come into force. The Bank shall make the customer aware of this in the notification of the proposed changes, in which the extent of the changes must be shown. The Bank can keep the notification of the changes ready for the customer to call off in a way agreed with the customer. The Bank may only agree an adjustment to the charges via the means agreed in this Paragraph (2) on the following conditions:

- The development of the costs incurred by the Bank in connection with the respective permanent service during the period that is relevant for the adjustment of the charges in accordance with Paragraph (2) deviates from the development of the consumer price index when all the objectively justified circumstances to be considered are taken into account (in particular amendments to the statutory and supervisory frameworks, changes in personnel costs or operating expenditure), and the adjustment to the charges notified by the Bank corresponds to this deviating development of costs.
- An increase in charges corresponds to a maximum of three times an increase in charges that would derive from the development of the consumer price index.
- The notification of the proposed changes makes reference to the fact that the proposed change in charges is higher than that which would derive from the development of the consumer price index.

D. Changes to permanent services agreed with consumers (excluding interest on credit balances)

Section 46.

(1) Changes to the permanent services to be provided to the customer by the Bank shall be notified by the Bank to the customer at the latest two months before the proposed date for these to come into force. The customer's consent to these changes shall be deemed to have been issued if no objection from the customer has been received by the Bank before the proposed date for these to come into force. The Bank shall make the customer aware of this in the notification of the proposed changes.

The Bank can keep the notification of the changes ready for the customer to call off in a way agreed with the customer. However, should the proposed changes affect payment services, the customer must be informed of this and shall have the right to terminate the framework agreement in respect of this free of charge without notice until the changes come into force. The Bank shall also make reference to this right of termination in the notification of the proposed changes.

(2) However, the Bank may only agree a change to its services with its customer via the means provided for in Paragraph (1) if this is objectively justified taking account of all the circumstances (change in the predominant customer needs, statutory or supervisory requirements, the security of the banking business, technical development, or the fact that a substantial drop in the level of use of the service has had a major adverse effect on the coverage of costs). An objective justification of this kind shall only apply if the proposed change to the services provided leads to an expansion of the Bank's services or a limitation of the Bank's services that is reasonable for the customer with no disproportionate changes to the essential rights and duties in favour of the Bank.

E. Reimbursement of expenses by entrepreneurs

Section 47.

The customer who is an entrepreneur shall bear all the necessary and expedient expenses, disbursements, costs and charges incurred out of the business relationship with him, in particular stamp duty and legal fees, taxes, postage, costs of insurance, legal representation, debt collection, business consultancy, telecommunications and the provision, administration and realisation or release of collateral. The Bank may invoice these expenses in a joint invoice without itemizing them separately provided the customer does not expressly request individual itemization.

VI. COLLATERAL

A. Furnishing and increasing collateral

1. Alteration in risk

Section 48.

(1) If in the case of business relationships with companies circumstances should subsequently arise or become known which justify an increased risk assessment in relation to the claims against the customer, the Bank shall be authorised to require the furnishing or increase of collateral within a reasonable period. This shall in particular be the case if the customer's financial circumstances have changed detrimentally or appear likely to do so, or if the value of the existing collateral has deteriorated or appears likely to deteriorate.

(2) This shall also apply if the furnishing of collateral was not requested when the claims arose.

B. Bank's right of lien

1. Extent and origin

Section 49.

(1) The customer grants the Bank a right of lien over articles and rights of all kind which come into the possession of the Bank at the will of the customer in connection with any banking transaction undertaken with the Bank.

(2) The right of lien shall also apply in particular to all attachable claims by the customer against the Bank, e.g. arising out of credit balances. If the Bank's right of lien is based upon securities, the right of lien shall also extend to the interest and dividend warrants associated with these securities.

Section 49a.

Paragraphs 50 to 57 below regulate the way in which the Bank is permitted to proceed when realising collateral. Apart from the case regulated in Paragraph 56 when a claim furnished as collateral matures before the collateralised claim matures, the requirement in every case is that the collateralised claim is mature and the authority to realise the claim has come about in accordance with the applicable contractual and statutory provisions. This assumes that the customer has been warned that the collateral is going to be realised and has been advised of the amount of the collateralised claim, and that at least one month has passed since this warning. If the customer is an entrepreneur, this period is one week. The warning may be omitted if it is not feasible, for example due to the customer's place of residence being unknown. In this case the aforementioned period shall run from the maturity of the uncollateralised claim. Realisation before the expiry of the period is permissible if there is an imminent substantial and lasting loss in value in the event of waiting.

Section 50.

(1) The right of lien shall guarantee the Bank's claims against the customer arising out of the business relationship, including joint accounts, even if the claims are conditional, time-limited or have not yet matured. If the customer is an entrepreneur, the right of lien shall also guarantee the Bank's statutory claims and also claims against third parties for the fulfilment of which the customer is personally liable.

(2) The right of lien shall arise when the Bank acquires possession of the pledged property insofar as the Bank has claims in accordance with Paragraph (1) and otherwise at any future point in time when such claims arise.

2. Exceptions from the right of lien

Section 51.

(1) The right of lien shall not include property and titles that were assigned by the customer for the purposes of execution of a specific instruction before the right of lien arose, for example sums for honouring a specific cheque or bill of exchange, and for the execution of a specific transfer. This shall, however, only apply for as long as the assignment remains in place.

(2) Notwithstanding the existing right of lien, the Bank shall execute drawings on giro accounts by the customer in favour of third parties, for as long as the customer has not received any notification from the Bank in relation to the assertion of the right of lien. Attachment of the credit balance shall not be considered to be a drawing by the customer.

(3) The right of lien shall also not extend to assets which the customer has disclosed to the Bank in writing as goods in trust before the right of lien arose, or which have come into the possession of the Bank without the customer's intending this.

C. Release of collateral

Section 52.

The Bank shall release collateral at the customer's request if it has no justified collateral interest therein.

D. Realisation of collateral

1. Sale

Section 53.

The Bank shall realise collateral which has a market or stock market price at such a price on the open market.

Section 54.

The Bank shall arrange for collateral that has no market or stock market price to be valued by an authorised independent expert. The Bank shall inform the customer of the result of the valuation, asking him within a reasonable period of not less than two weeks to designate an interested purchaser who will also pay the Bank at least the estimated value as the purchase price within this period. If the customer does not designate an interested purchaser within this period or if the purchase price is not paid by the designated interested purchaser, the Bank shall be irrevocably authorised to sell the collateral in the customer's name at least at the estimated value. The proceeds of the sale shall serve to redeem the collateralised claims, with any surplus being due to the customer.

2. Forced realisation and out-of-court sale by auction

Section 55.

The Bank shall also be authorised to effect forced realisation of the collateral or, if such collateral has no market or stock market price, to arrange for its sale by auction out of court by means of a public auction by an entrepreneur authorised to undertake this. The time and place and a general description of the collateral must be made known publicly. The provider of the collateral and third parties entitled to rights to the collateral must be informed of this.

3. Collection

Section 56.

(1) The Bank may call in and collect the claims of all kinds furnished to it as collateral (including those whose ownership is evidenced in securities) when the collateralised claim matures. The collection of the claim serving as collateral shall be admissible before this when the claim matures. In the event of an impending substantial and lasting loss in the value of the claim serving as collateral, it may even be called in before it matures. The customer must be informed of this in advance if possible. Amounts collected prior to the collateralised claim maturing shall replace the collected claim as security.

(2) The provisions of Paragraph (1) shall not apply to claims by consumers to wages and salaries which have been furnished as collateral for claims that have not yet matured.

4. Admissibility of realisation

Section 57. Omitted

E. Right of retention

Section 58.

As a result of claims arising out of the business relationship, the Bank may retain payments to the customer that are incumbent on it even if these are not based on the same legal relationship. Sections 50 and 51 shall apply analogously.

VII. OFFSETTING AND NETTING

A. Offsetting

1. By the Bank

Section 59.

(1) The Bank shall be entitled to offset amongst all the customer's claims insofar as these are attachable, and all the customer's liabilities towards it.

(2) Notwithstanding the existing right to offset, the Bank shall execute drawings by the customer over credit balances on giro accounts in favour of third parties for as long as the customer has received no statement of offsetting. An attachment of the credit balance shall not be considered to be a drawing by the customer.

2. By the customer

Section 60.

The customer shall only be authorised to annul his liabilities by offsetting if the Bank is insolvent, or if the customer's claim is associated with his liability or has been established by a court of law or acknowledged by the Bank.

B. Netting

Section 61.

(1) In business with entrepreneurs, contrary to the provisions of Section 1416 of the Austrian General Civil Code [ABGB], the Bank may initially credit payments against the Bank's claims insofar as no collateral has been provided for these claims or if the value of the collateral provided does not cover the claims. In this respect it shall be irrelevant when the individual claims have matured. This shall also apply under a current account relationship.

(2) In business with consumers, the Bank can initially set off payments made to redeem a particular claim against the uncollateralised portions of this claim, even if to this extent it departs from the purpose intended by the customer.

SPECIAL TYPES OF TRANSACTION

I. TRADE IN SECURITIES AND OTHER ASSETS

A. Scope of application

Section 62.

The provisions of Sections 63 to 67 shall apply to securities and other assets even if these are not certificated.

B. Form of execution

Section 63.

(1) As a general rule the Bank executes orders from its customer to sell and purchase securities as a commission agent.

(2) If, however, the Bank agrees a fixed price with the customer, then it shall conclude a contract of sale.

(3) The customer herewith declares his consent to the Bank's implementation policy on the basis of which, in the absence of instructions to the contrary, the Bank shall execute the customer's orders. The Bank shall inform the customer of any fundamental amendments to the implementation policy.

(4) The Bank can also partially execute orders it has received for the purchase and sale of securities if the market situation does not permit implementation in full.

C. Place of execution

Section 64.

The legal regulations and commercial usage applicable at the place of performance shall apply to the performance.

D. Timing

Section 65.

If an instruction for execution the same day has not been received in sufficient time to allow it to be incorporated into the normal course of work, then it shall be set down for the next trading day.

E. Inadequate cover

Section 66.

(1) The Bank may fully or partially refrain from executing securities transactions if no appropriate cover is available.

(2) The Bank shall, however, be authorised to execute such securities transactions if it is not aware that the customer only wishes the instruction to be executed provided cover is available.

(3) If the customer procures no cover despite a request to do so, then the Bank shall be authorised to conclude a squaring transaction at the best possible price for account of the customer.

F. Foreign transactions

Section 67.

If the customer is credited with a claim to the delivery of securities (securities invoice), the customer's claim against the Bank shall correspond to the share that is held by the Bank for account of the customer of the total inventory of securities of the same kind held abroad by the Bank for its customers in accordance with the respective legal regulations and commercial usage.

G. Equity transactions

Section 68.

In the case of equity transactions for which the physical securities are not yet being traded on the market, the Bank shall be liable neither for the issuing of the securities by the joint stock company concerned nor for the opportunity of exercising the shareholder rights prior to the shares being issued.

II. CUSTODY OF SECURITIES AND OTHER ASSETS

A. Securities held in custody

Section 69.

(1) The Bank shall be authorised to allocate securities deposited with it to the recipient's custody account.

(2) The Bank is explicitly authorised also to hold securities that are issued in Austria in custody abroad, and to hold securities that are issued abroad in custody in Austria. It is also authorised to have securities issued abroad registered under the name of the Austrian custodian or under the name of the nominee of the foreign custodian.

(3) The Bank shall be liable to an entrepreneur only for the careful selection of the third party custodian.

B. Redemption of securities, coupon renewal, drawing, calling in

Section 70.

(1) The Bank shall be responsible for detaching due interest, profit and dividend warrants, and shall collect the equivalent value of these. The Bank shall procure new interest, profit and dividend certificate coupons without special instruction.

(2) The Bank shall monitor drawings, calling in and other similar measures with respect to the securities held in custody, insofar as announcements in relation to these appear in the official gazette "Amtsblatt der Wiener Zeitung" or in the "Mercur Authentischer Verlosungsanzeiger". The Bank shall redeem drawn and called in securities and also interest, profit and dividend warrants.

(3) In the case of securities held in custody by third parties, the obligations under Paragraphs (1) and (2) shall be incumbent on the third party custodian. In the case of securities held in custody abroad, the Bank shall not be obliged to inform the customer of the numbers of the securities held abroad on a custody basis credited to him, in particular securities redeemable by drawing. The Bank shall then determine which customers the drawn securities are to be allocated to by drawing. If, however, the numbers of securities redeemable by drawing lots are notified, then these shall only apply for their drawing and redemption, however only for as long as this remains the case according to foreign practice. If, according to foreign practice, the redemption amounts of drawn securities must be distributed pro rata, and if it should not be possible to represent the shares remaining to individual customers in securities, then the customers whose shares are to be redeemed shall be ascertained by drawing.

C. Bank's duty of checking

Section 71.

The Bank shall check whether domestic securities are affected by public notices, payment stops, etc., on a single occasion at the time these are deposited with it on the basis of the domestic documents available to it. Public notice procedures for the annulment of securities shall also be checked following deposit.

D. Notification of exchange and of other measures

Section 72.

In the event of conversion, capital increases or reductions, mergers, the exercise or realisation of subscription rights, requests for payment, grouping, change, exchange offers, coupon increase or other material measures affecting the securities, the Bank shall attempt to notify the customer if an announcement of this has appeared in the official gazette "Amtsblatt der Wiener Zeitung" or is received by the Bank in good time on behalf of the issuing office or from the foreign custodian. If the customer fails to give instructions in good time, the Bank shall act with its best discretion, taking the customer's interest into account, and in particular shall realise any titles that would otherwise expire at the last possible opportunity.

III. TRADE IN FOREIGN EXCHANGE AND FOREIGN CURRENCIES

A. Form of execution

Section 73.

The Bank shall conclude a contract for sale with the customer in relation to

foreign exchange and foreign currencies. If it is agreed that the Bank shall act as commission agent for the customer, the rules laid down in the section relating to trade in securities shall apply analogously to the commission transaction. Any dealing in its own name shall not require a specific notice in accordance with Section 405 Austrian Business Code [UGB].

B. Forward transactions

Section 74.

In the event of forward transactions, the Bank may at a reasonable period before the maturity date require evidence from the customer that the payment owed by the customer will be received in the agreed account in good time. If such evidence is not provided, or if it is clear as a result of other circumstances that the customer will not meet his obligations, the Bank shall be authorised to conclude a squaring transaction at the best possible price even before the agreed maturity date.

(2) The Bank shall be authorised, even without prior agreement, to request cover for the risk of loss, if in its professional opinion this risk has increased or the customer's financial position has deteriorated. Cover is to be deposited in monetary form, unless agreed otherwise. A right of lien in favour of the Bank exists over the assets deposited as cover. If cover is not deposited, the Bank shall be authorised to conclude a squaring transaction at the best possible price.

(3) If the Bank concludes a squaring transaction according to Paragraph (1) or (2), any price difference thus arising shall be at the expense or to the benefit of the customer. The customer shall bear all the fees thus incurred.

IV. FOREIGN CURRENCY LOANS

Section 75.

Foreign currency loans shall have effect, i.e. shall be repayable, in the currency in which the Bank granted them. Payments in another currency shall be considered to be collateral unless the Bank informs the customer that they are being used to redeem the loan liabilities. The Bank shall also be authorised, subject to notifying the customer, to convert a debt balance outstanding in a foreign currency into the domestic currency if

- refinancing in the foreign currency is no longer possible as a result of legal or other circumstances outside the control of the Bank, or
- the loan is due for repayment in its entirety and is not repaid despite a formal reminder, or
- in business relationships with companies the credit risk increases through the development of the price of the foreign currency, and the Bank does not obtain adequate security within an appropriate period.

V. COLLECTION AND BILL DISCOUNTING, BILL AND CHEQUE TRANSACTIONS

A. Scope of application

Section 76.

These conditions shall apply for bills of exchange, cheques and other collection documents (such as commercial remittance orders and certificates of obligation).

B. Collection order

Section 77.

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

C. Timeliness of instructions

Section 78.

Instructions for collection must be received in sufficient time to ensure that they can be executed during the normal course of business without the aid of special express measures.

D. Bank's rights and duties

Section 79.

In the event of discounting, in the circumstances specified under Sections 41 (2) and (3), the Bank may debit the seller with the full nominal amount plus all charges incurred by the Bank; in the case of documents denominated in a foreign currency, the customer shall also bear the exchange rate risk.

Section 80.

In these circumstances and in the event of the redebiting of credits "subject to receipt" of the amounts involved (Section 41), the Bank shall retain the rights under securities law to payment of the full amount with accessory claims against the customer and all those obligated under the document until any debt balance arising as a result of such redebiting is covered.

Section 81.

The Bank may request the customer to transfer the claim on which the document or its purchase by the customer is based, as well as all current and future rights arising out of the underlying transactions including the associated collateral.

Section 82.

The Bank is only required to redeem documents presented to it for payment provided an instruction from the customer has been received in good time and adequate cover is available.

VI. NOTIFICATION IN RELATION TO STATE GUARANTEES FOR AUSTRIAN LANDES-HYPOTHEKENBANKEN [STATE MORTGAGE BANKS]

Section 83.

On 1 April 2003, the European Commission and the Republic of Austria reached the following agreement with respect to the Austrian State guarantee for Austrian State Mortgage Banks [Landes-Hypothekenbanken]. Liabilities which exist on 2 April 2003 shall be covered by the State guarantee, irrespective of their term. Liabilities which are entered into during the transitional period up to 1 April 2007 shall continue to be covered by the State guarantee provided they mature before 30 September 2017.