

General Terms and Conditions of Business of the Oberbank

Version 2020

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GENERAL SECTION

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

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

1. Scope of application

Section 1 (1) These General Terms and Conditions of Business (hereinafter referred to as the GT&Cs) shall be valid from the time of agreement for the entire business relationship between the customer and all branches or offices of the bank in Austria. The business relationship shall comprise all the individual business dealings (these being the individual contractual relationships such as may arise as a result, for instance, of account maintenance agreements, securities account agreements and credit agreements) between the customer and the bank and, consequently, all framework agreements for payment services (e.g. current account agreements and credit card agreements). Provisions contained in agreements concluded with the customer or in special terms and conditions shall prevail.

(2) Hereinafter, the terms "consumer" (*Verbraucher*) and "entrepreneur" (*Unternehmer*) are used in the same sense as in the *Konsumenschutzgesetz* (Austrian consumer protection act).

2. Modifications of and amendments to the GT&Cs and the framework agreements

Section 2 (1) Insofar as they are not covered by paragraph (6), the bank shall notify the customer of modifications of or amendments to these GT&Cs no later than two months prior to the time when it is proposed that they should enter into force. When this is done, the provisions affected by the offer regarding the modification or amendment and the proposed modification or amendment shall be presented in a comparison between both versions. The customer shall be deemed to have acquiesced if the bank does not receive any objection from the customer prior to the time when it is proposed that the modification or amendment should enter into force. The bank shall point this out to the customer in the offer regarding the modification or amendment.

In addition, the bank shall publish a comparison of the provisions affected by the modification of or amendment to the GT&Cs and the full version of the new GT&Cs on its website and, if required to do so by the customer, give them in written form to the customer in-branch or send them in written form to the customer by mail. This too shall be pointed out by the bank in the offer regarding the modification or amendment. If the customer is a consumer, the offer regarding the modification or amendment shall be communicated to the customer. It shall be communicated by mail or - insofar as the communication via internet banking (the Oberbank Customer Portal) of such offers regarding modifications or amendments has been agreed with the customer - by making it ready for retrieval in the electronic mailbox. The consumer will be separately notified by mail that it has thus been made ready for retrieval or - if that has been agreed with the customer - by way of an email sent to the email address provided for alert purposes by the customer in the internet banking Agreement (Portal Agreement) or by way of a push notification through the Oberbank App. The offer regarding the modification or amendment and also, if it has been made ready for retrieval in the electronic mailbox, the information that it has thus been made ready for retrieval, shall reach the customer no later than 2 months prior to the time when it is proposed that the modification or amendment should enter into force. If the customer is an entrepreneur, it shall suffice to keep the offer regarding the modification or amendment ready for retrieval in a manner agreed with the entrepreneur (and thus, if a corresponding agreement has been reached, by making it ready for retrieval in the electronic mailbox) by no later than 2 months prior to the time when it is proposed that the modification or amendment should enter into force.

(2) Modifications of and amendments to these GT&Cs must be objectively justified taking all the circumstances into account (legislative, regulatory and other official requirements, court decisions, the security of banking operations and technical developments).

(3) In the event of an offer regarding a modification or amendment relating to services provided by the bank to consumers as contained in these GT&Cs, it shall moreover be a requirement that the result would be an extension of the services of the bank or a reduction in the services of the bank that can reasonably be imposed on the customer and not any unreasonable change to material rights and duties to the advantage of the bank.

(4) If such a modification of or amendment to the GT&Cs is intended, a customer who is a consumer may terminate his/her framework agreements for payment services, including, in particular, the current account agreement, free of charge and without notice prior to such a modification or amendment taking effect. The bank shall draw attention to this fact in the offer regarding the modification or amendment.

(5) Paragraphs (1) and (2) shall also apply to modifications of or amendments to framework agreements between customers and the bank not covered by paragraph (6) if it has been agreed in them that the GT&Cs shall apply. Furthermore, paragraph (4) shall also apply to modifications of or amendments to framework agreements for payment services (including, in particular, the current account agreement) if it has been agreed in them that the GT&Cs shall apply.

(6) Unless they have been agreed individually with the customer, the modifications of or amendments to services of the bank or fees and charges payable with respect to business dealings with entrepreneurs shall take place in accordance with section 43. Unless they have been agreed individually with the customer, modifications of the fees and charges payable by the customer with respect to business dealings with consumers shall take place in accordance with section 44 and section 45. Modifications of or amendments to services of the bank as agreed with consumers in framework agreements shall be individually agreed between the bank and the customer. The adjustment of interest rates on the basis of reference interest rates shall be regulated by section 46.

B. Communications and notifications

1. The customer's orders and instructions

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

The customer can also place an order or issue an instruction using a device for electronically capturing the signature that the bank may have provided for this purpose.

(2) The bank shall also be entitled to execute orders placed with it and instructions issued to it using means of telecommunication (including, in particular, over the phone, by fax or by remote data transmission). All other requirements having been met, the bank shall only be obliged to execute such orders or instructions if this has been agreed between the customer and the bank.

(3) The bank shall be entitled to execute orders placed with it and instructions issued to it in any form within the scope of a business relationship with an entrepreneur for that entrepreneur's account if it, without being at fault, comes to the conclusion that they have come from that entrepreneur and an invalid order or instruction cannot be ascribed to the bank. This shall not apply to orders for payment services.

2. The bank's right to request confirmation

Section 4 For security reasons, the bank shall be entitled, especially if orders are placed or instructions issued using means of telecommunication, to request confirmation of the order or instruction before executing it using either the same or another means of communication, depending on the circumstances.

3. Communications and notifications from the bank; List of fees and charges pursuant to § 8 of the Verbraucherzahlungskontogesetz (VZKG; Austrian consumer payments account act)

Section 5 (1) Communications and notifications from the bank made using means of telecommunication shall - unless otherwise agreed in writing and in the absence of other business practices of banks - be valid subject to written confirmation. This shall not apply to communications and notifications to consumers.

(2) Communications, notifications and information that the bank is required to provide or make available to the customer shall be received by the customer in paper form or - if an appropriate agreement is in place - on another durable data medium (e.g. electronically within the scope of the internet banking service (Oberbank Customer Portal)).

(3) If the customer is a consumer, the list of fees and charges that must be prepared pursuant to § 8 VZKG (first preparation of a list of fees and charges: 2018) shall be made ready for collection from any branch or office once a year and upon termination of the framework agreement. The customer may terminate this arrangement at any time and ask for the list to be sent to his/her delivery address.

C. Right to operate accounts upon the death of the customer

Section 6 (1) As soon as it becomes aware of the death of a customer, the bank shall accept instructions on the basis of a specific decision rendered by the probate court, an official confirmation of the right of representation of the heir(s) in accordance with § 810 ABGB (Austrian general civil code), a European Certificate of Succession or a probate ruling (*Einantwortungsbeschluss*). This provision shall not affect the operation of a joint cash account or joint securities account by one account holder with the right to operate the cash account or securities account alone.

(2) Signatory powers shall not end as a result of the death of the customer if they were given 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. The bank's obligations and liability

1. Duties to provide information

Section 7 (1) In the absence of a separate agreement, the bank shall have not have any duties to provide information other than those stated in its terms and conditions of business beyond its legal duties to provide information. For this reason, in the absence of any legal or contractual obligation, bank shall not be obliged to notify the customer of impending price or similar losses, of the value or worthlessness of objects entrusted to it or of any facts or circumstances that might affect or jeopardize the value of such objects. Nor shall the bank be obliged to provide other advice or information to the customer.

(2) The provisions contained in 3. Hauptstück (chapter (3)) of the Zahlungsdienstegesetz 2018 (ZaDiG 2018: Austrian payment services act) regarding the transparency of contractual terms and conditions and duties to provide information with respect to payment services shall not be applicable vis-à-vis entrepreneurs.

2. Execution of orders and instructions

Section 8 (1) If the contents of an order or instruction typically mean that the assistance of a third party will be required, the bank shall execute that order or instruction by appointing a third party to act in the bank's own name. If the bank chooses the third party, it shall be responsible for making a prudent choice.

(2) If required to do so by the customer, the bank shall be obliged to assign to the customer, for instance, the rights that exist vis-à-vis the third party.

(3) The bank shall furthermore have responsibility to consumers (but not to entrepreneurs) with respect to payment services rendered within the European Economic Area (EEA)

- if the payment transaction has been initiated directly by the payer: for the proper execution of the payment transaction until the payment has been received by the payee's payment service provider (section 39a of these GT&Cs);

- if the payment transaction has been initiated by the payee or through the payee: for the proper transmission of the payment instruction to the payer's payment service provider;

- and in both cases: with respect to all fees, charges and interest for which the bank is responsible that are charged to the customer as a result of the non-execution of the payment transaction or the incorrect or late execution of the payment transaction.

(4) Contrary to § 80 paragraph (2) section 5 of the Zahlungsdienstegesetz (ZaDiG: Austrian payment services act), the bank shall, as the payee's payment service provider and in the event that a payment transaction has been executed with a negligible delay, only value date the amount on an entrepreneur's payment account with the correct date if the bank is at fault for the delayed execution of the payment transaction.

3. Liability

Section 9 The bank shall not be held liable to entrepreneurs for damages arising from slight negligence.

E. The customer's duties of cooperation and liability

1. Introduction

Section 10 In his/her/its dealings with the bank, the customer shall above all fulfil the duties of cooperation stated below. Any breach thereof shall result in an obligation to pay damages on the part of the customer or to a diminution of his/her/its rights to damages from the bank.

2. Notification of material changes

(a) Name or address

Section 11 (1) The customer shall immediately notify the bank in writing of any changes in the customer's name, the name of the customer's company, the customer's address or the address of another place of delivery provided by the customer.

(2) If the customer fails to notify changes to the address, written communications and notifications from the bank shall be deemed to have been received if they were sent to the last address provided to the bank by the customer.

(b) Power of representation

Section 12 (1) The customer shall immediately notify the bank of any cancellation of or changes to any power of representation of which the bank has been informed - including a power to operate and sign on an account (sections 31 and 32) - and shall provide appropriate documentary evidence thereof.

(2) Any power of representation of which the bank has been informed shall remain in effect until notification has been given of its cancellation or of a change in its scope unless the bank had knowledge of such cancellation or change or was unaware thereof as a result of gross negligence. This shall in particular also be the case if the cancellation of or change to the power of representation has been registered in a public register and made accessible.

(c) Contractual capacity; dissolution of the company

Section 13 The bank shall immediately be informed of any loss or impairment of the customer's contractual capacity. If the customer is a company or other legal entity, the bank shall also immediately be notified of its dissolution.

d) Business relationship for own account or for account of another

Section 13a When establishing any business relationship and when making an occasional transaction, the customer shall tell the bank whether he/she/it wishes to conduct the business relationship and/or the transaction for own account or for account of or on behalf of another. The customer shall immediately and of his/her/its own initiative inform the bank of any changes in this regard that occur while the business relationship is on-going.

3. Clarity of orders and instructions

Section 14 (1) The customer shall ensure that his/her/its orders and instructions to the bank are clearly and unambiguously formulated. Modifications, confirmations and reiterations shall be explicitly identified as such.

(2) If the customer wishes to give the bank special instructions regarding the execution of orders or instructions, the customer shall separately and explicitly notify the bank thereof, and if orders are placed or instructions issued using a form, such instructions shall be issued separately and not on the form. This shall above all apply if execution of the order or instruction is particularly urgent or is subject to specific time limits and deadlines.

Section 15 Deleted.

4. Raising of objections

Section 16 (1) The customer shall be obliged to verify the completeness and correctness of communications and notifications from the bank that do not relate to payment services (e.g. confirmations of orders placed and instructions given in connection with financial instruments, communications about the execution of the same and confirmations of completion; account statements, closing statements and other accounts relating to credit and foreign exchange transactions; securities account statements and lists of securities) and shall within a reasonable period raise any objections. Should the bank receive no objections to these communications or notifications within a period of 2 months, no right shall be forfeited as a result. Even thereafter, the customer shall be entitled to demand rectification of the communication or notification if he/she/it proves that the communication or notification from the bank is incorrect. The bank shall in each case point out the consequences of not objecting in good time at the beginning of that period.

(2) If a debit is made from the customer's current account as a result of an unauthorized or incorrectly executed payment, the customer may in any case effect correction by the bank only if he/she/it has, upon detecting such an unauthorized or incorrectly executed payment, notified the bank thereof without delay and no later than 13 months after the day of the debit.

The time limits shall not apply if the bank has failed to disclose or make accessible to the customer the information regarding the respective payment transaction provided for in section 39 (10) of these GT&Cs.

This provision shall not exclude the customer's other rights to a correction.

(3) Having become aware of the payment transaction or having been notified of it, the bank shall repay to the customer the amount of an unauthorized payment transaction immediately and, in any event, by not later than the end of the following business day. The bank shall restore the payment account that has been debited to the state it would have been in had the unauthorized payment transaction not taken place, with the amount on the payer's payment account being restored with a value date not later than the day on which the account was debited. If the bank has given the financial regulators (Finanzmarktaufsicht) legitimate reasons, in writing, to suspect the customer of fraudulent behaviour, the bank shall immediately examine whether it is obliged to make a repayment and meet its obligation if the suspicion of fraud proves unjustified.

If the unauthorized payment transaction is initiated through a payment initiation service provider, the bank managing the account shall be obliged to make the repayment.

Section 17 Deleted.

5. Translations

Section 18 If the bank so requests, foreign-language documents of all kinds shall also be presented to the bank in a German translation certified by a court accredited translator.

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 business premises of the branch or office of the bank with which the transaction was concluded. This shall not apply to payments that must be made to the bank by a consumer.

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 brought by an entrepreneur against the bank may only be brought in the competent court at the location of the bank's head office. This shall also be the legal venue for actions brought by the bank against an entrepreneur, with the bank also being entitled to assert its rights in any other court that has local jurisdiction and is competent.

(2) The general legal venue in Austria for actions brought by a consumer or against a consumer that applies at the time of conclusion of the agreement with the bank shall remain the legal venue even if the consumer changes his/her domicile to another country after conclusion of the agreement and even if judgements obtained from Austrian courts are enforceable in that country.

G. Termination of the business relationship

1. Ordinary termination of a business relationship with an entrepreneur

Section 22 Insofar as no agreement has been concluded for a fixed period, the bank and the customer may terminate the entire business relationship or parts thereof (including credit agreements and framework agreements for payment services such as, in particular, current account agreements) at any time subject to a reasonable period of notice. Fees and charges paid in advance will not be refunded.

2. Ordinary termination of a business relationship with a consumer

Section 23 (1) The customer may terminate a framework agreement for payment services, including, in particular, the current account agreement, at any time free of charge with one month's notice. The right to terminate a framework agreement for payment services free of charge and without notice on the occasion of a modification of or amendment to the GT&Cs or a framework agreement for payment services (section 2), as proposed by the bank, shall remain unaffected.

(2) The customer may terminate credit agreements concluded for an indefinite period at any time free of charge with one month's notice.

(3) The customer may terminate all other agreements with the bank concluded for an indefinite period at any time subject to a period of notice of one month.

(4) The bank may terminate all agreements concluded for an indefinite period with 2 months' notice. The notice of termination must be given in paper form or on another agreed durable data medium.

3. Termination for important reason

Section 24 (1) The bank and the customer may terminate the entire business relationship or individual business dealings at any time with immediate effect for an important reason notwithstanding an agreement concluded for a definite period.

(2) An important reason entitling the bank to terminate may, in particular, exist if

- the financial circumstances of the customer or of a co-debtor have deteriorated or have been put at risk and the fulfilment of obligations to the bank is jeopardized as a result;
- the customer has furnished incorrect information about his/her/its financial circumstances (assets and liabilities) or other material circumstances and if the bank would not have entered into the business relationship or individual business dealings had it been aware of the true financial circumstances or other circumstances; or
- the customer fails to or is unable to fulfil an obligation to provide or increase collateral, jeopardizing the fulfilment of obligations to the bank.

4. Legal consequences

Section 25 (1) Upon termination of the entire business relationship or individual business dealings, the amounts owed as a consequence thereof shall immediately fall due. In addition, the customer shall be obliged to release the bank from all obligations assumed for him/her/it.

(2) In addition, the bank shall be entitled to cancel all obligations assumed for the customer and to settle the same for the customer's account as well as to immediately reverse credit entries made subject to receipt of a payment. Rights arising from securities, including, in particular, bills of exchange and cheques, may be asserted by the bank until any debit balance has been repaid.

(3) In the event of termination of the entire business relationship or individual business dealings and if the customer is a consumer, the bank shall refund fees and charges for payment services that have been paid in advance in respect of a certain period on a prorated basis.

(4) These GT&Cs shall continue to apply even after termination of the business relationship until it has been completely wound up.

H. The right to refuse to disburse funds

Section 26 (1) The bank may refuse to disburse the loan amount on objectively justifiable reasons.

(2) Objectively justifiable reasons for the purposes of paragraph (1) shall be deemed to exist if, after the conclusion of the agreement,

- circumstances arise as a result of which the borrower's financial situation has deteriorated or the required collateral has fallen in value to the extent that repayment of the loan or the payment of interest is jeopardized even were the collateral to be realized, or
- there are objective reasons to suspect that the borrower is using the loan amount in a way that is contrary to the agreement or unlawful.

(3) The bank shall without delay and stating its reasons notify consumers of this intention on paper or on another durable data medium. Reasons shall not be stated if this would endanger public security or public order.

I. Blockage of payment instruments and denial of access to payment accounts by the bank

Section 26a (1) The bank may block payment instruments that it has issued to the customer if

- there are objective reasons to do so in connection with the security of the payment instrument; or if
- there is suspicion of unauthorized or fraudulent use of the payment instrument; or if
- in the case of a payment instrument connected with a credit line, there is a significantly increased risk that the payer will be unable to meet his/her/its financial obligations.

Insofar as notification of the blockage or the reasons for the blockage would not be in breach of a court or official order and would not contravene Austrian legal provisions or provisions of Union law or run counter to objective security considerations, the bank shall notify the customer of such a blockage and indicate the reasons for it in the manner agreed with the customer if possible before the blockage takes place but in any event without delay thereafter.

As soon as the reasons for the blockage no longer exist, the bank shall lift the blockage of the payment instrument or replace it with a new payment instrument.

(2) The bank shall be entitled to deny an account information service provider or payment initiation service provider access to the customer's payment account if there are objective and duly substantiated reasons in connection with unauthorized or fraudulent access to the payment account by the account information service provider or payment initiation service provider, including the unauthorized or fraudulent initiation of a payment transaction, that justify doing so.

(3) The bank shall notify the customer that access to a payment account of the customer has been denied to an account information service provider or payment initiation service provider and inform the customer of the reasons for this in the manner agreed with the customer if possible before access is denied but in any event without delay thereafter unless this would run counter to objective security considerations or contravene relevant Austrian legal provisions or provisions of Union law.

As soon as the reasons for the denial of access no longer exist, the bank shall grant access to the payment account.

II. BANK REFERENCES

Section 27 Unless an obligation to provide such information exists, the general information about the financial situation of an enterprise that a bank would normally provide will only be provided in a non-binding manner and will only be provided to entrepreneurs in writing.

III. OPENING AND MAINTENANCE OF CASH ACCOUNTS AND SECURITIES ACCOUNTS

A. Scope of application

Section 28 Unless otherwise specified, the following arrangements regarding cash accounts shall also apply to securities accounts.

B. Opening accounts

Section 29 When opening an account, the future account holder shall prove his/her/its identity. Accounts shall be maintained under the name of the account holder or the account holder's company name and a number (IBAN).

C. Specimen signatures

Section 30 Persons who are to be authorized to operate or sign on the account shall file their signatures with the bank. The bank shall accept written instructions within the scope of the account relationship with the customer on the basis of the signatures that have been filed.

D. Authority to operate and sign an account

1. Authority to operate an account

Section 31 Only the account holder shall be entitled to operate the account. Only persons whose powers of representation derive from the law or persons who have been granted authority to operate the account both explicitly and in writing shall be authorized to represent the account holder; they shall be obliged to prove their identity and power of representation. If there is an enduring power of attorney (*Vorsorgevollmacht*) whose effectiveness (= in particular, upon the occurrence of legal incapacity) has been registered in Austria's central register of representatives (*Zentrales Vertretungsverzeichnis*), a power of attorney that generally covers the operation of the principal's accounts shall suffice.

2. Authority to sign on an account

Section 32 (1) The account holder may explicitly and in writing grant other persons authority to sign on the account. The authorized signatory shall prove his or her identity to the bank. The authorized signatory shall only be entitled to issue and revoke instructions regarding funds on the account.

(2) The authority to sign on a securities account shall also include the power to buy and sell securities within the limits of the available funds and in line with the investment goals of the holder of the securities account as ascertained in accordance with the *Wertpapiersaufsichtsgesetz* (Austrian securities supervision act) and the willingness of the holder of the securities account to take risks.

E. Special types of account

1. Sub-account

Section 33 Sub-accounts of an account may also be maintained. Even if they are given sub-account names, the account holder alone shall have rights and obligations towards the bank.

2. Accounts held in trust

Section 34 If an account is held in trust, the trustee alone shall have rights and obligations towards the bank.

3. Joint accounts

Section 35 (1) An account may also be opened for more than one account holder (joint account). Operation of the account, including, in particular, the closing of the account and the granting of signatory authorities, may only be effected by all the account holders jointly. Authorities to sign may be revoked by any one account holder. Each account holder may in a particular case choose to be represented by an authorized representative appointed especially for that case.

(2) All the account holders shall be held jointly and severally liable in respect of obligations arising from the account.

(3) Unless expressly otherwise agreed, each joint account holder shall be entitled to issue instructions regarding the funds on the account on his or her own. This entitlement also includes the power to buy and sell securities within the limits of the available funds and in line with the shared willingness of all the holders of the securities account to take risks as ascertained in accordance with the *Wertpapiersaufsichtsgesetz* (Austrian securities supervision act). This entitlement will, however, be terminated by an express objection from another account holder, in which case the entitlement shall only apply to all the joint account holders together.

Section 36 Deleted.

4. Foreign currency accounts

Section 37 (1) If the bank maintains a foreign currency account for the customer, payments shall be credited to that account in the respective foreign currency unless a different payment instruction has been issued. If there is no foreign currency account, the bank may credit foreign currency amounts in domestic currency unless explicitly instructed to the contrary by the customer. The amount shall be converted at the rate of exchange ruling on the day on which the foreign currency amount is at the bank's disposal and can be used by it.

(2) The bank's obligation to execute an order to the debit of a foreign currency credit balance or to discharge a foreign currency debt shall be suspended to the extent that and for long as the bank cannot settle in the currency in which the foreign currency credit balance or the debt is denominated or can only do so to a limited extent as a result of measures that are politically based or events in the country of that currency. Nor to the extent that and for as long as those measures or events last shall the bank be obliged to execute the order in another place outside the country of the currency or in another currency (including in euros) or by acquiring cash. In contrast, the bank's obligation to execute an order to the debit of a foreign currency credit balance shall not be suspended if the bank can execute it in full in-house. The above provisions shall not affect the right of the customer and the right of the bank to offset due receivables from one another that are denominated in the same currency.

F. Balancing of accounts and lists of securities

Section 38 (1) Unless otherwise agreed, the bank shall balance accounts on a quarterly basis. Interest and fees and charges arising since the most recent account balancing shall be a part of the closing balance on which interest shall subsequently continue to be charged (compound interest). Lists of securities shall be prepared once a quarter.

(2) The bank shall keep the account statement inclusive of the account balance or list of securities ready for collection by the customer at the branch or office where the cash account or securities account is maintained or - if a corresponding agreement has been reached - in the internet banking (the Oberbank Customer Portal).

IV. GIRO TRANSACTIONS

A. Payment instructions

Section 39 (1) If a payment instruction is in euros in favour of a payee whose account is with a payment service provider within Austria or in another country in the EEA, the customer shall indicate the payee using the payee's International Bank Account Number (IBAN).

In the case of payment instructions in a currency other than euros in favour of a payee whose account is with a payment service provider within Austria or in another country in the EEA, the customer shall indicate the payee using the payee's IBAN or account number and the Bank Identifier Code (BIC) of the payee's payment service provider.

(2) If a payment instruction is in favour of a payee whose account is with a payment service provider outside the EEA and Switzerland, the customer shall identify payee using the name and

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

- the payee's IBAN and the BIC of the payee's payment service provider.

(3) The IBAN und BIC details or account number and payee name and name/sort code/BIC of the payee's payment service provider as provided by the customer in accordance with paragraphs (1) and (2) constitute the payee's "customer identifier", which will be used to execute the payment instruction. If the customer provides additional information about the payee, this will not be treated as part of the "customer identifier". Consequently, such information shall serve documentation purposes only and will be disregarded by the bank during the payment's execution.

(4) The reason for the payment stated in the payment instruction will always be irrelevant to the bank.

(5) Acceptance of a payment instruction by the bank shall not on its own establish any rights of a third party vis-à-vis the bank.

(6) The bank shall only be obliged to execute a payment instruction if sufficient funds are available on the indicated customer account to cover the total amount (credit balance, authorized overdraft).

(7) The customer shall be entitled to use a payment initiation service provider to issue a payment instruction to the bank unless the payment account cannot be accessed online.

(8) Payment instructions received by the bank or a payment initiation service provider instructed by the customer (section 39a) may not be unilaterally revoked by the customer. If a later date of execution has been agreed for a payment instruction, the instruction shall not become irrevocable until the end of the business day preceding the date of execution.

(9) If the bank refuses to execute a payment instruction, the bank shall notify the customer in the manner agreed with the customer as quickly as possible, but always within the periods specified in section 39a (3) and (4), that execution has been refused and tell the customer how to amend the payment instruction to allow future execution. The reasons for refusal shall only be stated if this would not contravene Austrian legal provisions or provisions of Union law or be in breach of a court or official order. Payment instructions justifiably rejected by the bank shall not trigger the start of the periods allowed for execution agreed in section 39a of these GT&Cs.

(10) If the customer is a consumer, information about payment instructions that have been executed (reference number, amount, currency, fees and charges, interest, rate of exchange, debit value date) and other payments debited from that customer's account, including, in particular, payments carried out within the scope of the Direct Debit payment process, shall be reported to the customer on the account statement when the respective transaction takes place. If the customer is a consumer, the customer can require the account statement to be made accessible to him/her once a month free of charge in the manner agreed with him/her in a framework agreement for payment services in such a way that the he/she can store it unchanged and can reproduce it. A customer who is a consumer can also ask for the account statement to be mailed to him once a month in return for a reasonable reimbursement of the cost.

Execution deadlines

Section 39a (1) Payment instructions that reach the bank close to the end of business hours after the times (times of receipt) specified for the particular type of payment or on a day that is not a business day will be treated as if they had arrived on the following business day.

If the customer is a consumer, the bank shall notify the customer in good time before and at the time of conclusion of the current account agreement and thereafter, every time the times of receipt are changed, of the times of receipt that have been laid down (see the list of times of receipt of payment instructions arranged by type of instruction in point (VI) of the "Information about payment services rendered by the Oberbank for consumers" [*Informationen über Zahlungsdienstleistungen der Oberbank für Verbraucher*]; the bank also publishes these times on its website) and shall do so in paper form or - if a corresponding agreement has been reached with the customer - on another durable data medium. A business day shall be deemed to be a day on which the bank is carrying on the business activities required for the execution of payment transactions (Monday through Friday except on bank holidays, 24th December and Good Friday).

(2) If the customer issuing a payment instruction and the bank agree that execution of a payment instruction should commence on a particular date or at the end of a particular period or on the day when the customer provides the bank with the sum of money concerned, the agreed date shall be deemed to be the date of receipt of the money. If the agreed date is not a business day at the bank, the payment instruction 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 of the money, the amount of the payment transaction reaches the payee's payment service provider no later than at the end of the next business day (or at the end of the second business day thereafter if the payment transaction is initiated by paper). This paragraph shall only apply to payment transactions in euros and payment transactions where amounts in euros are transferred to an account in an EEA member state that is not part of the eurozone and the currency translation takes place in that country.

(4) The period allowed for execution referred to in paragraph (3) shall not exceed 4 business days in the case of payments made within the EEA that are not described in paragraph (3).

B. Credit entries and the right of reversal

Section 40 (1) If there is a valid current account agreement, the bank shall be obliged and irrevocably entitled to accept sums of money for the customer and credit them to his/her/its account. If and to the extent that the bank has claims against the customer arising from the account, the bank shall be entitled even after termination of the current account agreement to accept sums of money for the customer and offset its claims against the customer's claim to disbursement of the amount accepted. The customer may decide what is to be done with any credit amounts that remain after offsetting.

Unless otherwise specified in the instruction, the bank shall execute an instruction to provide a customer with a sum of money by crediting that amount to the customer's account.

If the customer account specified in the instruction is not denominated in the currency in which the instruction has been made, the credit will take place following translation into the account currency at the rate of exchange ruling on the day on which the amount stated in the instruction is at the bank's disposal and can be used by it.

(2) If the customer is a consumer, information about payments credited to that customer's account (reference number, amount, currency, fees and charges, interest, rate of exchange, credit value date) shall be provided to the customer by the bank on the account statement when the respective transaction takes place. If the customer is a consumer, the customer can require the account statement to be made accessible to him/her once a month free of charge in the manner agreed with him/her in a framework agreement for payment services in such a way that he/she can store it unchanged and can reproduce it.

A customer who is a consumer can also ask for the account statement to be mailed to him once a month in return for a reasonable reimbursement of the cost.

(3) The bank may in conformity with §§ 56 and 48 (1) Z 3 of ZaDiG 2018 deduct from the credited amount its own fees and charges for transferring the amount being credited. The bank shall report the transferred amount and the deducted fees and charges separately. If a payment transaction to the customer has been initiated by or through the customer as payee, the bank shall credit the full amount of the credit to the customer's account.

(4) The bank may at any time reverse credit entries made as the result of an error on its own part. Otherwise, the bank shall only reverse a credit entry if the invalidity of the payment instruction has been clearly demonstrated to it. The right of reversal shall not be eliminated by balancing of the account in the interim.

If a right of reversal exists, the bank may refuse to allow disposal over the amounts that have been credited.

C. Credit entries made subject to receipt of a payment

Section 41 (1) If the bank credits to the customer's account amounts it is required to collect by order of the customer (including, in particular, within the scope of cheque collections, bills of exchange and other securities, direct debits, etc.) or amounts that are to be transferred to the customer's account before the amount that is to be collected or transferred has been received by the bank, this shall only be done subject to actual receipt of the credited amount by the bank. This shall also apply if the amount that is to be collected is payable at the bank.

(2) As a result of this proviso, the bank shall be entitled to reverse the credit entry by means of a simple entry if the collection or transfer fails or if it is foreseeable as a consequence of the financial circumstances of a party liable for payment, intervention by a public authority or for other reasons that the bank will be unable to dispose without restraint over the amount that is to be collected or transferred.

(3) The proviso may also be applied if the credited amount was collected abroad or transferred from abroad and the amount is redebited from the bank by a third party pursuant to foreign legislation or on the reasons of an agreement reached with foreign banks.

(4) If the proviso is in force, the bank shall also be entitled to deny the customer power of disposal over the amounts that have been credited. The proviso shall not be revoked by balancing of the account.

D. Debit entries

Section 42 (1) When payment instructions are issued, debit entries shall only be considered to constitute notification of execution if they have not been reversed within 2 business days (see section 39a (1)).

(2) Cheques and other orders for payment and B2B Direct debits (section 42a (1)) shall be deemed to have been cashed/honoured/collected if the debit from the debited account of the customer has not been reversed within 2 banking days or, in the case of B2B Direct Debits, has not been reversed within 3 banking days, unless the bank has previously informed the presenter that they have been cashed/honoured/collected or has paid the presenter in cash. Direct Debits (section 42a (1)) shall be deemed to have been honoured after 5 banking days have passed.

E. Direct Debits and B2B Direct Debits

Section 42a (1) A Direct Debit is when the payer empowers the payee directly and without involving the bank, using a Direct Debit Mandate, to collect euro amounts from the payer's account.

A B2B Direct Debit is when both the payee and the payer are entrepreneurs and the payer empowers the payee to collect euro amounts from the payer's account using a B2B Direct Debit Mandate and the payer's bank already has the B2B Direct Debit Mandate before the account is debited.

The customer (payer) agrees that his/her/its account may be debited with amounts that third parties authorized by him/her/it (payees) collect from the account he/she/it holds with the bank by way of a Direct Debit or B2B Direct Debit. Such consent may be revoked by the customer at any time. Such a revocation shall take effect from the business day following the day on which it is received by the bank.

In the same way, the consent to Direct Debits by an authorized third party given to the bank can be limited to a specific amount or a specific period or both.

In addition, the customer can instruct the bank to block all Direct Debits or B2B Direct Debits from his/her/its account or all Direct Debits or B2B Direct Debits initiated by one or more named payees or only to authorize Direct Debits or B2B Direct Debits initiated by one or more named payees.

(2) The bank shall execute Direct Debits and B2B Direct Debits by way of which the customer's account is to be debited on the basis of the IBAN transmitted by the collecting bank. The IBAN data constitute the "customer identifier" on the basis of which the Direct Debit or B2B Direct Debit will be executed. If the collecting bank provides additional information about the customer, including, in particular, the name of the holder of the account from which the debit is to take place, it shall serve documentation purposes only and will be disregarded when the Direct Debit or B2B Direct Debit is executed.

(3) The customer (payer) may within 8 weeks from the time when his/her/its account is debited require the bank to refund to his/her/its account the amount debited from it on the basis of a Direct Debit Mandate issued by him/her/it. The bank shall comply with this request by the customer within 10 business days and reverse the debit of his/her/its account with the collected amount with the same value date as the day on which the account was debited.

(4) Contrary to paragraph (3), if a B2B Direct Debit has taken place, the customer shall not be entitled to require the refund to its account of the amount debited therefrom on the basis of a B2B Direct Debit Mandate issued by it.

(5) If the Direct Debit or B2B Direct Debit from the customer's account was not authorized by the customer, the customer can require a refund of the debited amount in accordance with section 16 (2) of these GT&Cs. The permitted period shall only commence when the bank has reported to the customer or given the customer access to the information regarding the respective payment transaction that is stipulated in section Z 39 (10) of these GT&Cs.

V. CHANGES TO FEES AND CHARGES AND MODIFICATIONS OF OR AMENDMENTS TO SERVICES; THE REIMBURSEMENT OF COSTS AND EXPENSES

A. Changes to fees and charges for and services rendered to entrepreneurs

Section 43 (1) In its dealings with entrepreneurs, the bank may levy fees and charges for services or payments that are to be rendered by the bank or made by the customer within the scope of a continuing obligation (including debit and credit interest on current and other accounts, account maintenance fees, etc.) while taking into account at its reasonable discretion all the pertinent circumstances (in particular, changes in the legal framework conditions, changes in the money and capital markets, changes in funding costs, changes in staff costs and administrative expenses, changes in the consumer price index, etc.).

(2) The bank shall notify the customer of modifications of or amendments to services of the bank and fees and charges payable by the customer that go beyond paragraph (1), the introduction of new services for which fees and charges will be payable and the introduction of new fees and charges for services already agreed no later than 2 months prior to the time when it is proposed that they should enter into force. The customer shall be deemed to have acquiesced to such modifications or amendments if the bank has not received an objection from the customer by the time when it is proposed that they should enter into force. The bank shall draw the customer's attention to this fact in the offer of the changes. The bank shall keep the offer of the changes ready for retrieval in a manner agreed with the customer (and thus, if a corresponding agreement has been reached, by making it ready for retrieval in the internet banking (the Oberbank Customer Portal)).

B. Changes to fees and charges payable by consumers outside the scope of payment services (with the exception of debit interest)

Section 44 Unless otherwise agreed, the fees and charges agreed with consumers for services agreed with the bank within the scope of a continuing obligation that lie outside the scope of payment services (e.g. securities account fees, safe deposit box rental fees, account maintenance fees for accounts that are not used for payments) shall increase or decrease in the same proportion as the salary scheme collectively agreed for the salaried employees of banks and bankers, employment group C, grade 1 (*kollektivvertragliches Gehaltsschema für Angestellte der Banken und Bankiers, Beschäftigungsgruppe C, Stufe 1*) as valid on the key date (1st January of each year) - or such a scheme as may have taken its place - has undergone change, rounded in each case to whole cents according to standard business practice. This adjustment shall take place annually with effect from 1st January of each year. If the bank is entitled to carry out an increase in fees and charges but does not do so, the right to increase them with effect in subsequent years shall not be deemed to have been waived as a result. Adjustments to fees and charges shall take place not earlier than 2 months after the time of conclusion of the agreement.

The bank shall notify the customer of the adjustment to fees and charges in the manner agreed with the customer (and thus, if a corresponding agreement has been reached, by making the notification ready for retrieval in the internet banking (the Oberbank Customer Portal)).

C. Changes to fees and charges payable by consumers for payment services (with the exception of debit interest)

Section 45 (1) The bank shall offer the customer changes to the fees and charges agreed in a framework agreement for payment services (including, in particular, the current account agreement) for the services agreed in the framework agreement no later than 2 months prior to the time when it is proposed that they should enter into force.

The customer shall be deemed to have acquiesced to such changes if the bank has not received an objection from the customer by the time when it is proposed that they should enter into force. The bank shall draw the customer's attention to this fact in the offer regarding the changes, which shall be communicated to the customer and in which the extent of the changes shall be presented.

This notification shall be sent by mail or - insofar as the communication via internet banking (the Oberbank Customer Portal) of such offers regarding modifications or amendments has been agreed with the customer - by making it ready for retrieval in the electronic mailbox.

The customer will be separately notified by mail that it has thus been made ready for retrieval or - if that has been agreed with the customer - by way of an email sent to the email address provided for alert purposes by the customer in the internet banking Agreement (Portal Agreement) or by way of a push notification sent through the Oberbank App. The offer regarding the modification or amendment and also, if it has been made ready for retrieval in the electronic mailbox, the information that it has thus been made ready for retrieval, shall reach the customer no later than 2 months prior to the time when it is proposed that the modification or amendment should enter into force. The customer shall have the right to terminate the framework agreement free of charge and without notice up to the time when such a change takes effect. The bank shall also draw attention to this fact in the offer of the change.

(2) The fees and charges agreed with the customer may be adjusted (increased or decreased) in the manner described in paragraph (1) in the same proportion as the salary scheme collectively agreed for the salaried employees of banks and bankers, employment group C, grade 1 (*kollektivvertragliches Gehaltsschema für Angestellte der Banken und Bankiers, Beschäftigungsgruppe C, Stufe 1*) as valid on the key date (1st January of each year) - or such a scheme as may have taken its place - has undergone change, rounded in each case to whole cents according to standard business practice. Such adjustments shall take place annually with effect from 1st January of each year. If the adjustment to fees and charges pursuant to the first sentence is not offered to the customer in one year, the adjustment may still be offered to the customer at a later time with future effect.

D. Adjustment of interest rates on the basis of reference interest rates

Section 46 If an adjustment clause ties an interest rate to a reference interest rate (e.g. the EURIBOR), changes will take effect directly without prior notification to the customer. A consumer shall be informed about changes in the interest rate that have taken effect not later than in the following calendar quarter. Interest rate adjustments affecting consumers shall take place not earlier than 2 months after the time of conclusion of the agreement.

E. Reimbursement of costs and expenses by entrepreneurs

Section 46a If the customer is an entrepreneur, the customer shall pay all the necessary and beneficial expenses, disbursements, fees, charges and costs, including, in particular, stamp duties and legal transaction charges, taxes, postal charges, insurance costs, costs of legal counsel, enforcement and collection, business consultancy costs, telecommunication costs and the costs of providing, administering and realizing or releasing collateral, that arise as a result of the business relationship with the customer.

The bank may charge such expenses as a lump sum amount without providing an itemized list unless the customer expressly asks for itemization.

VI. COLLATERAL

A. Provision and increasing of collateral

Section 47 Deleted.

1. Change in risk

Section 48 (1) If, in business relationships with entrepreneurs, circumstances subsequently arise or become known that justify an increased risk assessment of the amounts receivable from the customer, the bank may demand the provision or increase of collateral within a reasonable period of time. This will, in particular, be the case if the customer's financial circumstances have deteriorated or threaten to deteriorate or if the existing collateral has deteriorated in value or threatens to deteriorate in value.

(2) This shall also apply if no collateral was asked for at the time the receivables came into existence.

B. The bank's liens

1. Scope and creation

Section 49 (1) The customer shall grant the bank a lien on his/her/its items and rights of any kind that come into the possession of the bank with the customer's consent.

(2) If nothing else has been agreed in section 51, rights of lien shall, in particular, also exist on all seizable claims of the customer vis-à-vis the bank, such as claims arising from credit balances. If securities are subject to the bank's right of lien, the lien shall also extend to the interest and dividend coupons associated with such securities.

Section 50 (1) The lien shall secure the bank's receivables from the customer arising from the business relationship even if such receivables are conditional, limited as to time or not yet due. If the customer is an entrepreneur, the lien shall also secure the bank's legal claims and claims against third parties for whose satisfaction the customer is personally liable.

(2) Insofar as receivables within the meaning of paragraph (1) exist, the lien shall become effective when the bank takes possession of the liened item. If claims of the bank come into being after that time, the lien shall become effective when the bank's claims come into being. The lien exceptions regulated in section 51 (1) shall apply in both cases.

2. Lien exceptions

Section 51 (1) The lien shall not include items and rights earmarked by the customer for the execution of a specific order or instruction before the lien came into existence such as amounts earmarked for the encashment of a specific cheque, for the honouring of a certain bill of exchange or for the carrying out of a specific payment. This shall, however, apply only for as long as the earmark remains in place. The lien shall only encompass shares issued by the bank itself (own shares) if there is an individual lien agreement and the bank has added a blocking note to the respective securities account.

(2) Notwithstanding the existing lien, the bank shall execute the customer's instructions regarding credit balances on current accounts in favour of third parties as long as the customer has not received a notification from the bank to the effect that the lien has been asserted. Attachment of the credit balance shall not be deemed to be pursuant to an instruction by the customer.

If payments are credited to the current account for monetary claims of the customer that are not or are only partially attachable (e.g. earned or pension income), the bank's lien over credit balances on that current account shall only extend to the attachable parts of those receipts.

(3) Moreover, the lien shall not include assets that the customer identifies to the bank in writing as items held in trust before the lien comes into existence or that have come into the bank's possession without the will of the customer.

C. Release of collateral

Section 52 When asked to do so by the customer, the bank shall release collateral insofar as it has no justified interest in retaining it as security.

D. Realization of collateral

Section 52a Sections 53 through 56 below regulate how the bank may proceed when realizing collateral. In every case (except in the case of a receivable serving as collateral falling due prior to the secured debt falling due, as regulated in section 56), the prerequisite is for the secured debt to have fallen due and for the right of realization to have come into being pursuant to the applicable contractual and legislative provisions. This presupposes that the customer has been threatened with realization of the collateral while at the same time being notified of the amount of the secured debt and that at least 1 month has passed since the time of that threat; if the customer is an entrepreneur, this period shall be 1 week. The threat shall not be required if it is inappropriate because the customer's whereabouts is unknown. In that case, the above mentioned period shall be from the time the secured debt falls due. Realization prior to the end of the period shall be permissible if there is the threat of a significant and permanent impairment as a result of waiting.

1. Sale

Section 53 The bank shall realize collateral that has a market or exchange price by selling it at that price in the open market.

Section 54 The bank shall have material movable items that have been pledged to the bank as collateral that have no market or exchange price valued by an independent expert who is authorized for that purpose. The bank shall inform the customer of the result of the valuation and, at the same time, ask the customer to nominate a prospective purchaser within a reasonable period of not less than 2 weeks and, in addition, that prospective purchaser shall pay at least the assessed value to the bank as the purchase price within that period. If the customer fails to nominate a prospective purchaser within that period or if the purchase price is not paid by the nominated prospective purchaser, the bank shall irrevocably be entitled to sell the collateral in the customer's name for at least the assessed value. The proceeds from the sale shall be used to repay the secured debts. The customer shall be entitled to any surplus.

2. Forced sale of collateral and out-of-court auctions

Section 55 The bank shall also be entitled to realize the collateral in a forced sale or, insofar as it has no market or exchange price, to sell it out-of-court by way of a public auction carried out by an entrepreneur authorized for that purpose. The time and place and a general description of the collateral shall be made publicly known. The provider of the collateral and third parties with rights in the collateral shall be notified thereof.

3. Collection

Section 56 (1) If the secured debt has not been settled upon falling due, the bank may call in and collect receivables of all kinds that have been pledged to it as collateral (including securitized collateral). Prior thereto, it may collect a receivable serving as collateral when it falls due. In the event of an impending significant and permanent impairment of a receivable serving as collateral, it shall, insofar as it jeopardizes or threatens to jeopardize the recoverability of the secured debt, be permissible to call the receivable in even before it falls due. The customer shall be informed thereof beforehand. Amounts collected before the secured debt falls due shall serve as collateral in the place of the collected receivable or seized asset.

(2) The provisions contained in paragraph (1) shall not apply to wage and salary rights of consumers that have been provided as collateral for receivables that are not yet due.

Section 57 Deleted.

E. Right to refuse performance

Section 58 The bank may refuse to render services that it is required to provide to the customer because of rights arising from the business relationship even if those rights are not founded on the same legal relationship. Sections 50 and 51 shall apply accordingly.

VII. OFFSETTING AND CREDITS

A. Offsetting

1. By the bank

Section 59 (1) The bank may offset all amounts owed to the customer to the extent that they are attachable against all of the customer's debts to the bank.

(2) Notwithstanding the existence of the right to offset, the bank shall execute the customer's instructions regarding credit balances on current accounts in favour of third parties as long as the customer has not received an offsetting notice. Attachment of the credit balance shall not be deemed to be pursuant to an instruction by the customer.

2. By the customer

Section 60 If the customer is a consumer, the customer shall only be entitled to offset his/her debts if the bank is insolvent or if the amount owed to the customer is legally related to his/her debts or if the customer's claim has been ascertained by a court or has been acknowledged by the bank. If the customer is an entrepreneur, the customer hereby unconditionally and irrevocably waives the right to offset his/her debts in those cases too.

B. Credits

Section 61 (1) When conducting business with entrepreneurs, the bank may, notwithstanding the provisions of § 1416 ABGB (Austrian general civil code), initially credit payments against amounts owed to the bank insofar as no collateral has been provided for the same or the value of the collateral provided does not cover the amounts owed, it being irrelevant when the individual debts fell due. This shall also apply within the scope of a current account relationship.

(2) When conducting business with consumers, the bank may initially credit payments designated for the payment of a specific debt against the unsecured portion of that debt even if, in that respect, this would represent a departure from the purpose for which they have been earmarked by the customer. The bank may only exercise this right if the recoverability of its receivables would be at risk if it did not do so.

SPECIAL TYPES OF BUSINESS TRANSACTION

I. TRADE IN SECURITIES AND OTHER ASSETS

A. Scope of application

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

B. Execution

Section 63 (1) As a rule, the bank shall execute the customer's instructions to buy or sell securities as commission agent.

(2) However, if the bank agrees a fixed price with the customer, it will conclude a purchase agreement.

(3) The customer hereby agrees to the bank's policies regarding the execution of orders and instructions on the basis of which the bank shall, in the absence of instructions to the contrary, execute the customer's orders and instructions. The bank shall notify the customer of material changes to its policies regarding the execution of orders and instructions. Policies regarding the execution of orders and instructions are published on the bank's website and will, at the customer's request, be given to the customer at any time in-branch.

(4) The bank may also partially execute instructions it has received to buy or sell securities if market conditions do not allow them to be executed in full.

C. Legal provisions and business practices at the place of execution of orders or instructions

Section 64 Execution shall be governed by the legal provisions and business practices prevailing at the place of execution.

D. Time of execution of orders and instructions

Section 65 If an instruction for same day execution is not received soon enough to be executed that day within the scope of the normal workflow, it shall be scheduled for execution on the next stock exchange day.

E. Insufficient funds

Section 66 (1) The bank shall be entitled not to execute securities transactions altogether or not to execute them in part if sufficient funds are not available.

(2) However, the bank may execute such securities transactions insofar as it cannot know that the customer only wants the instruction to be executed if sufficient funds are available.

(3) If the customer does not furnish sufficient funds despite being required to do so, the bank shall be entitled to effect a balancing transaction for the customer's account at the best possible price.

F. Transactions abroad

Section 67 If the customer is awarded a right to delivery of securities (securities held on a trust-custody basis), the amount owed to that customer by the bank shall correspond to the proportion of the total portfolio of securities of the same kind held abroad by the bank for its customers that is held by the bank for account of that customer.

G. Share transactions

Section 68 If transactions are effected in shares whose physical units are not yet in circulation, the bank shall be held liable neither with respect to the issuance of the units on the part of the joint-stock company nor with respect to the possibility of exercising shareholders' rights prior to the issuance of the securities.

II. CUSTODY OF SECURITIES AND OTHER ASSETS

A. Safe custody

Section 69 (1) The bank may add securities deposited with it to the beneficiary's securities account.

(2) The bank is hereby explicitly authorized also to hold securities issued in Austria in custody abroad and also to hold securities issued abroad in custody in Austria. Similarly, it is authorized to have registered securities issued abroad registered in the name of the domestic depository or in that of the nominee of the foreign depository.

(3) The bank's liability towards an entrepreneur shall be limited to making a careful choice of third-party depository.

B. Redemption of securities, renewal of coupon sheets, drawings, termination

Section 70 (1) The bank shall see to the detachment of due interest warrants, profit sharing certificates and dividend coupons and shall collect the proceeds thereof. The bank shall procure new interest warrants, profit sharing certificates and dividend coupons without specifically being instructed to do so.

(2) The bank shall monitor drawings, terminations and other such measures undertaken in connection with the securities held in custody insofar as they are announced in the *Amtsblatt zur Wiener Zeitung* (official gazette of the *Wiener Zeitung* newspaper). The bank shall encash drawn and terminated securities as well as interest warrants, profit sharing certificates and dividend coupons.

(3) If securities are deposited with a third-party depository, the obligations described in paragraphs (1) and (2) above shall be assumed by the third-party depository. If securities are held in custody abroad, the bank shall not be obliged to give the customer the numbers of the credited securities held on a trust-custody basis, including, in particular, securities that are redeemable by drawings. The bank shall in that case determine by lot which customers are to be allotted drawn securities. If, however, numbers of securities that are redeemable by drawings are disclosed, such numbers shall only be of relevance for drawings and redemptions and only while this is the practice abroad. If the practice abroad is that the proceeds from the redemption of drawn securities are distributed on a prorated basis and if this would mean that it would be impossible to express the allotments remaining for individual customers in whole units, it shall be decided by lot which customers' allotments are to be encashed.

C. The bank's duties of inspection

Section 71 The bank shall check once on the basis of the Austrian documents that are available to it whether Austrian securities are affected by public notification procedures, payment stoppages or the like, when those securities are deposited with the bank. Checks for any cancellation procedures to invalidate securities shall also be carried out after the securities have been deposited.

D. Notification of exchanges and other measures

Section 72 In the event of conversions, capital increases, capital reductions, mergers, the exercise or realization of subscription rights, requests for payment, amalgamation, redenomination, exchange or conversion offers, coupon increases or other material measures affecting the securities, the bank shall, if an announcement thereof has been published in the *Amtsblatt zur Wiener Zeitung* or has been communicated to the bank in good time in the name of the issuing house or by the foreign depository, attempt to inform the customer. If the customer fails to issue instructions in time, the bank shall act to the best of its judgement and taking account of the customer's interests and, in particular, utilize rights that would otherwise be forfeit at the latest possible time.

III. TRADE IN FOREIGN EXCHANGE AND FOREIGN CURRENCY

A. Procedure

Section 73 The bank shall conclude a foreign exchange or foreign currency purchase agreement with the customer. If it is agreed that the bank should act as commission agent for the customer, the arrangements regarding transactions on a commission basis contained in the section on securities trading shall apply accordingly. No express notification pursuant to § 405 UGB (Austrian enterprises code) will be required if the bank enters into contracts in its own name.

B. Forward transactions with entrepreneurs

Section 74 (1) If forward transactions are effected, the bank may demand from the customer at a reasonable time before the maturity date evidence that the amount owed by the customer will reach the agreed account in time.

If this evidence is not provided or if other circumstances make it obvious that the customer will not fulfil his/her/its obligations, the bank may effect a balancing transaction at the best possible price even before the agreed maturity date.

(2) Even without prior agreement, the bank shall be entitled to require cover for the risk of loss if, in the opinion of an expert, that risk has increased to such an extent or the customer's financial situation has deteriorated to such an extent that the fulfillment of the customer's obligations within the scope of the forward transaction is at risk. Unless otherwise agreed, the risk shall be covered by cash. There shall be a lien in favour of the bank on the assets provided as cover. If the customer fails to provide cover, the bank may effect a balancing transaction at the best possible price.

(3) If the bank effects a balancing transaction pursuant to paragraph (1) or (2), any resulting price loss or gain shall be debited from or credited to the customer. Any fees and charges that are incurred shall be borne by the customer.

IV. FOREIGN CURRENCY LOANS

Section 75 Foreign currency loans are congruent transactions, so they must be repaid in the currency in which they are granted by the bank. The bank shall also be entitled to convert an outstanding debit balance in a foreign currency into Austrian currency upon notifying the customer if the entirety of the loan is due for repayment and has not, despite payment reminders, been repaid.

In business dealings with entrepreneurs, this shall also be the case

- if funding in the foreign currency is no longer possible as a result of legal or other circumstances beyond the bank's control;
- if changes in the value of the foreign currency have increased the credit risk and if the bank has not received sufficient collateral within a reasonable period of time.

V. COLLECTIONS, 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 documents that can be collected (such as commercial instructions and certificates of obligation).

B. Collection instructions

Section 77 Collection using collection documents (see section 76) will take place on the basis of a collection instruction, but the bank shall not be obliged to accept that collection instruction. A separate agreement will be required if the bank is to purchase (discount) the collection documents.

C. Timeliness of orders and instructions

Section 78 Collection instructions must be received in time to ensure that they can be executed in the ordinary course of business without making use of special express processing procedures.

D. Rights and obligations of the bank

Section 79 If documents are discounted, the bank may in the cases referred to in section 41 (2) and (3) debit the seller with the full nominal amount plus any costs and expenses incurred by the bank; and if documents are denominated in a foreign currency, the customer shall also bear the exchange risk.

Section 80 In these cases and when credit entries made subject to receipt of a payment are redebited (section 41), the rights that exist under securities law vis-à-vis the customer and any party obligated under the instrument to payment of the full amount plus incidental monies due shall remain with the bank until any debit balance resulting from such a debit has been repaid.

Section 81 The bank may require the customer to transfer the right underlying the document or its acquisition by the customer as well as all present and future rights arising from the underlying transactions including the associated collateral. The bank shall only be obliged to encash instruments presented to it for payment if it has received instructions from the customer in time and if there is sufficient cover.

INFORMATION ABOUT LEGAL REMEDIES; OUT-OF-COURT CONCILIATION

The internal ombudsman service can be contacted to settle disputes with the bank:

Oberbank AG - Ombudsstelle

Untere Donaulände 28, A-4020 Linz

Phone: +43 732 7802 - 37280

Fax: +43 732 7802 - 32555

email: ombudsstelle@oberbank.at

Internet: www.oberbank.at » Kontakt » Ombudsstelle

In addition, the bank has elected to accept the authority of the following external out-of-court conciliation board as an alternative means of settling consumer disputes (*Stelle zur alternativen Streitbeilegung in Verbraucherangelegenheiten*):

Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft (FIN-NET Dispute Resolution Network)

Wiedner Hauptstrasse 63, A-1045 Vienna

Phone: +43 1 505 42 98

Fax: +43 1 505 44 74

email: office@bankenschlichtung.at

Internet: www.bankenschlichtung.at