

General Information on Payment Services

Last update: April 2021

The information here stated shall inform the Customer about circumstances that may be significant to him in connection with the payment services provided by the Bank, but do not replace the contractual agreements.

I. About the Bank

1. General details about Schelhammer Capital Bank AG

Schelhammer Capital Bank AG

Public limited company registered in Wien
Commercial register number: 58248i
Place of jurisdiction Regional Court of Wien
Phone: +43 (1) 534 34 0
Fax: +43 (1) 534 34 8065
E-Mail: bank.office@schelhammer.at
Homepage: www.schelhammercapital.at

VAT ID: ATU15359403
OeNB identification number: 1453750
GISA number: 27506264
GIIN: 119RY6.00005.ME.040
LEI: 52990010T57RAF234Z30
Sort code: 19190
BIC: BSSWATWWXXX

Hotline for blocking

for Maestro cards: 0800 204 8800
for Maestro from abroad: +43-1 204 8800
for PayLife-Credit Cards: +43 1 717 01 4500
for Card Complete Credit Cards: +43 711 11-770

Online-Banking Hotline:

Phone: +43 (1) 534 34-0
E-Mail: online-banking@schelhammer.at
Mon. - Fri. 8:30-16:00

Headquarters

Goldschmiedgasse 3, 1010 Wien
Phone: +43 (1) 534 34 0
Fax: +43 (1) 534 34 8065
Opening hours: Private Banking: Mon. - Fri. 9:00-13:00
Gold and Foreign Exchange: Mon. - Fri. 8:30-16:00

Responsible supervisory authority

Financial Market Authority (field of banking supervision), Otto-Wagner-Platz 5, 1090 Wien, www.fma.gv.at
Austrian Central Bank (OeNB), Otto-Wagner-Platz 3, 1090 Wien, www.oenb.at

Chamber/professional association

Austrian Federal Economic Chamber (banks), Wiedner Hauptstraße 63, 1040 Wien

Affiliations

Member of the deposit insurance scheme of the national deposit insurance company Einlagensicherung AUSTRIA
Gesellschaft m.b.H.
Wipplingerstraße 34/4/DG4, 1010 Wien

Member of the Conciliation Body of the Austrian Banking Sector
Wiedner Hauptstraße 63, 1045 Wien

Concession

In accordance with Section 1 (1) Austrian Banking Act (BWG), Schelhammer Capital Bank AG was granted the concession to provide banking services including payment services for its customers by the Austrian Financial Market Authority, 1090 Vienna, Otto-Wagner-Platz 5. See also the register of payment institutions on the FMA's website.

Legal regulations

Applicable laws are in particular: Austrian Payment Service Act 2018 (ZaDiG 2018), Austrian Banking Act (BWG), Austrian Securities Supervision Act 2018 (WAG 2018), as amended (available at: <http://www.ris.bka.gv.at>).

II. Account agreement and costs

1. Account Agreement, General Terms and Conditions, Conditions for Online Banking/Electronic Banking, Card Conditions

Jointly with this "General Information on Payment Services", the Customer shall receive, prior to the opening of a custodian account / account, the custodian account / account agreement as well as the General Terms and Conditions, the current final terms and the Conditions for Online Banking/Electronic Banking (hereinafter referred to as the "**Conditions**") he needs to agree with the Bank if he is interested in the Bank's payment services. The Conditions – where agreed between the Bank and the Customer – shall be part of the custodian account / account agreement and form jointly with the regulations included in the custodian account / account agreement and the agreements made on individual payment services the basis for the payment services to be rendered by the Bank.

The Customer may demand the repeated cost-free submission of this "General Information on Payment Services" and of the Conditions at any time during the term of the custodian account / account agreement. Unless otherwise agreed, this new submission shall be made electronically.

2. Modifications to the account agreement and to the Conditions

The Bank shall inform the Customer about modifications to the custodian account / account agreement, the Conditions or the agreements made on individual payment services no later than two months prior to the scheduled time the modifications take effect. The Customer shall have the option to object to the notified modification within the stated period of 2 months. This and the right of the Customer to terminate the agreement free of charge without notice prior to the effective date of the modifications shall be pointed out to the Customer by the Bank in the notification of change. The consent to a modification to the custodian account / account agreement, the Conditions or the agreements made on individual payment services shall be deemed given if the Customer fails to notify his objection to the Bank prior to the scheduled effective date. The agreed adjustment of fees based on the consumer price index shall not be subject to this approach.

3. Term and termination

The custodian account / account agreement and the agreements required for individual payment services shall be concluded for an indefinite period of time. The Customer may terminate the custodian account / account agreement and the agreements on payment services free of charge at any time to the end of a month. If the Customer terminates on the last business day of a month, the termination shall become effective on the last business day of the following month.

With a termination for convenience, the Bank shall observe a two months' period of notice.

The right of the Customer and of the Bank to terminate the custodian account / account agreement in whole or in part at any time with immediate effect for a compelling reason shall remain unaffected.

4. Fees and costs

The fees charged by the Bank for the custodian account / account management and the payment services covered by the custodian account / account agreement are included in the final terms that are handed over to the Customer jointly with this "General Information on Payment Services" and which are also part of the account agreement.

The fees may be modified as described in item 2.

In addition to the fees of the Bank set forth in the final terms, cash expenses may accrue that need to be paid by the Bank to third parties in the execution of the customer orders. Such cash expenses shall be borne by the Customer in addition.

5. Foreign currency transactions

If a payment service to be provided by the Bank so requires, the purchase or sale of the foreign currency by the Bank shall be made on the basis of the market-conforming exchange rate that applies at the time the order is executed, which the Bank will generally charge to its customers. Such rates are stated on the Bank's website or posted at the counter and are immediately applicable.

The further fees charged by the Bank for this process can be found in the final terms.

6. **Interest**

The interest rates agreed for credit and debit balances of the account / custodian account can be found in the final terms. If the interest is variable, it shall be adjusted according to the agreed interest adjustment clause. In addition, it shall be possible to change the interest rates with the Customer's consent as described in item 2. If an interest clause binds an interest rate to a reference interest rate (such as the EURIBOR), changes shall take effect immediately without prior notification to the Customer. The Customer shall be informed about effective changes to the interest rate in the following calendar quarter at the latest.

III. **Communications with the bank**

1. **Language**

Unless expressly otherwise agreed, the Bank shall use the German language when concluding contracts and when dealing with its customers in connection with payment services.

2. **Means of communication**

In general, the means of communication with the Bank stated in item I. Bank details shall be available to the Customer in addition to personal conversations during the bank branches' opening times.

3. **Legally binding declarations and notifications**

Unless otherwise agreed, legally relevant correspondences between the Bank and its customers (particularly also via the custodian account / account statements) shall be made in writing.

Account statements are always prepared on the occasion of each transaction and submitted to the Customer's service address known to the Bank by post.

Different agreements regarding the preparation of statements and their service, such as

- Other frequency of the statement preparation
- Provision of the statements for collection at the counter
- Downloadable online account statement

shall be agreed separately in writing between Customer and Bank.

If such different agreements are made, the Customer shall acknowledge that, as from the effective date of all understandings, particularly on

- Modifications to the General Terms and Conditions
- Modification to the list of fees
- Interest rate changes
- The non-performance of payment orders

that are generally made automatically via the account statement will now be provided to the Customer in accordance with the new agreement.

The Customer confirms that he is aware that he is responsible for collecting the documents provided to him and that, if they are not collected in due time and/or in case of a lesser frequency of preparation,

- He could miss important information
- He could miss important deadlines
- He could incur losses for which the Bank will not assume any liability.

The means of communication agreed for the relevant payment service shall be used for the authorisation of payment orders and for notifications and information in connection with payment orders. For this purpose and if the Customer has the necessary technical equipment such as computer and communication connecting point, particularly the following comes into question in addition to written communication:

- Online Banking/Electronic banking by using the personal identifiers agreed for this purpose (especially PIN and TAN, electronic signature)
- Fax and phone by stating the password agreed for this purpose
- E-mail (only on the basis of a special agreement)
- Other electronic data submission, data carriers, mailbox in online banking/electronic banking in compliance with the agreed security measures

4. **Right of access to information**

The Customer has the right to request from the Bank a copy of the Terms & Conditions of the contract and/or General Information on Payment services on a permanent data medium at any time during the contractual period.

IV. Services of the Bank in payment transactions and special payment instruments

1. Management of payment accounts (“current accounts”) including the processing of payments to and from these accounts

A current account enables the participation in cashless payment transactions. It is the hub for most money matters. The purpose of a current account is payment transactions and not investment. Monies that become due daily are settled on it. All inflows to the benefit and all outflows at the expense of the account holder are settled on the current account. Due to this continuous recording and balancing of the account movements, the monies on a current account are also called current account deposits.

Payment accounts are accounts that serve payment transactions and not investments. If a payment account is opened, the future account holder needs to prove his identity. Payment accounts are managed under the name or company name of the account holder together with an account number. Persons who shall be authorised to dispose of a payment account and/or authorised to sign shall provide the Bank with their signature. The Bank shall allow written dispositions regarding the account relationship with the Customer on the basis of the signatures provided.

Only the account holder shall be entitled to dispose of the payment account. Only such persons shall be authorised to represent the account holder whose authority to represent is stipulated by law or who have been expressly provided in writing with an authority to dispose of this payment account; they shall prove their identity and authority to represent.

The account holder may provide other persons with an authority to sign expressly and in writing. The authorised signatory shall only be authorised to issue and revoke dispositions of the account balance.

If **cash is paid** into a payment account, the payer shall legitimise himself as from a deposit amount of EUR 1,000. An authorised person (account holder, authorised signatory, agent, etc.) shall be permitted to withdraw cash from a payment account after corresponding legitimisation and/or verification of his authorisation.

2. Processing of payment transactions, particularly in the form of

- **Transfers** (also in the form of standing orders): it means the cashless transfer of a specific amount from one account to another account at the same or at a different bank. The transfer order may be issued in the forms agreed with the Bank. The Customer must authorise the order (provision of signature according to the authorities to sign, input of identifiers such as PIN and/or TAN) and make sure that the account is covered. Such transfers may be ordered normally or urgently; urgent performance guarantees accelerated transfer to the beneficiary's account on the same day. There are different forms of transfer (SEPA transfers, bank transfers within the EU, foreign bank transfers, and so on).

The SEPA transfer (Single Euro Payments Area) is the uniform European payment transaction product for domestic and international euro transfers in the entire SEPA area.

A standing order is a one-off written or electronic order of the account holder or authorised signatory to their bank to make payments in the same amount in regular intervals to the same recipient. A standing order may be valid until revoked or may be limited in time by the Customer.

- **SEPA Direct Debit – direct debits (B2B):** Direct debits serve the collection of repeatedly accruing money claims in various amounts by the recipient via an account of the payer. The payer orders his bank directly to debit the relevant sums. To be carried out by order of the recipient as soon as such debits are filed by the recipient for performance.
- **SEPA Direct Debit - CORE:** serve the collection of repeatedly accruing money claims in various amounts by the recipient via an account of the payer. The payer authorises the recipient to debit the relevant amount from his account and is notified by the recipient in due time in advance. The payer's bank does not receive any order from the payer, but only executes the debit as soon as it is requested by the recipient via his bank.
- **Payment card transactions:** Execution of payment transactions by means of a payment card (debit or credit card), see item IV. (3) below.

3. **Payment cards**

- a. **Debit Mastercard:** The Debit Mastercard combines functions of a classic cash card with elements of credit card online payment. The Maestro service can be used by entering the personal code. The Maestro service is a cash withdrawal system and cashless payment system used worldwide that enables cash withdrawals and/or cashless payments at specified points of acceptance by using the cash card. Furthermore, using the Maestro service also allows for contactless payments via NFC.

In addition to the Maestro service, the Debit Mastercard holder can effect cashless online payments in online shops, where offered by the contract partner.

In particular, the card holder is authorised

- to withdraw cash up to the agreed limit at cash machines in Austria and abroad with the debit card and the personal code;
- to use the NFC function for payments by placing the card on a dedicated cash desk device, with it being possible to perform payments up to EUR 50.00 for a maximum of four times without any security criteria (PIN code) being requested. The authorisation of any further payments requires entry of the card PIN;
- to pay cash into his own or third party accounts and/or savings accounts at cash deposit machines in Austria with the debit card and the personal code and to make transfers from the account(s) to which the debit card is allocated to own or third party accounts and/or savings accounts;
- to pay deliveries and services of trading and service companies without cash up to the agreed limit in Austria and abroad at checkouts that are labelled with the symbol shown on the debit card ("POS terminals") by using the debit card and the personal code. In foreign countries, it may be required to provide a signature instead of entering the personal code.
- to effect cashless payments in the context of long-distance transactions on the Internet (e-commerce) with mandatory identification via the MasterCard Identity Check procedure (requiring one-time registration for this procedure in advance).

The Customer has the option to change the withdrawal limit.

- b. **Credit card:** By using a credit card and after entering the personal code (also called PIN (Personal Identification Number)) or providing his signature, the card holder is entitled, within the agreed purchase limit,

- To purchase goods and services from the affiliated contract companies by presenting the card without paying cash;
- To purchase from the affiliated contract companies without presenting the card and without paying cash their services within the framework of distant selling via written or phone orders if this is enabled by the relevant contract company. This also applies to the conclusion of legal transactions online or by using a mobile device (E-Commerce, M-Commerce);
- To withdraw cash to the agreed extent at the authorised banks;
- To withdraw cash up to the agreed limit at cash machines in Austria and abroad specifically marked for withdrawal by card with the debit card and the personal code.

The Customer has the option to choose between the different cards and services offered by the bank. Detailed information on the different cards and services available can be obtained by contacting the customer adviser.

4. **Electronic Banking(Online banking):**

Electronic banking enables the customer

- To issue binding declarations of legal significance by entering the personal identifiers (signatory number, password and mobile TAN, digital signature);
- To authorize bank transfers and SEPA direct debits from payment accounts which are in his own name or of which he is an authorized signatory by entering the personal identifiers;
- To make account enquiries and/or prepare account statements.

V. Duties of care regarding payment instruments and blocking payment instruments

1. Customer's duties of care regarding payment instruments

The Customer is obliged, also in his own interest, to keep the debit card safe. It is not permitted to pass the debit card on to third parties.

The personal code shall be kept confidential. It must not be written down, especially not on the Maestro card. The personal code must not be disclosed to anyone, including relatives, bank employees, other account holders or other card holders. All entered data shall be checked for completeness and correctness before released. The data may only be released if the internet connection is secure. Confidential bank information shall be stored in a safe place. As the data may be spied out on a PC, storing them on a PC is not recommended.

The identifiers for online banking/electronic banking shall be kept confidential as well. It must be ensured that third parties do not have access to the identifiers. If the transfer of the TAN via a mobile connection is agreed, it must be ensured that third parties do not have access to the respectively connected phones. The PIN shall be changed regularly and at least every two months. Personal access and authorisation details such as the log-in data (PIN) and money transfer authorisation data (TAN) may only be entered on the reviewed online banking site of the Bank. These confidential data must never be entered into e-mails, forms or unknown online banking systems.

Banking transactions must never be processed via unsafe computers. Only adequately maintained computer systems shall be used. At any rate, the operating system should be provided with the latest security software extensions in regular intervals. The same applies to the browser. Automatic updates and phishing filters in the internet browser shall be activated. A current anti-virus program with regular automatic updates against spyware, viruses and Trojans shall be used. A personal firewall to protect the computer system shall be enabled.

Links to e-mails or from other internet pages to the (alleged) online banking portal of the Bank must not be followed. The use of bookmarks (favourites, markers) includes risks as well, as they can be manipulated by hackers.

The Bank does not use any e-mails where the customers are requested to disclose confidential access and transaction details. These include signatory number, PIN and TAN. Such e-mails always constitute attempted fraud.

The online banking address of the Bank should be read and written down carefully so that it is immediately recognised the next time you log in. The relevant connection must be safe and encrypted. This is indicated by the lock symbol and the display of <https://...> in the browser's address line.

Should there be any suspicion that the connection is not safe, it must be checked whether the encryption is verified by means of a digital security certificate. If only <http://...> is shown in the address line, it is definitely not a legitimate online banking site of the Bank.

The contractual agreements on security shall be complied with. As soon as a suspicion of fraud arises, no data must be disclosed. Any suspicions should be immediately notified to the Bank. The number of the Bank and the online banking hotline should be saved in the mobile phone. If security-relevant incidents occur, the PIN should be changed via a safe connection as soon as possible.

2. **Blocking payment instruments**

a. **Blocking by the Bank**

The Bank may block a payment instrument if

- this is justified by objective reasons in connection with the safety of the payment instrument;
- a non-authorized or fraudulent use of the payment instrument is suspected; or
- there is a considerably increased risk in case of a payment instrument with a credit line that the Customer does not meet his payment obligation.

The Bank shall inform the Customer about the blocking, where possible, in advance, but at any rate immediately afterwards. However, there is no need for such notification if it is in conflict with objective safety considerations or would violate a court or official order. When using a payment instrument, the Customer shall fulfil the conditions for its issue and use.

b. **Blocking by the Customer**

The Customer shall inform the Bank about any loss, theft, misuse or other non-authorized use of a payment instrument immediately after he has become aware of it. This can be done at any time by phone via the blocking hotline for cards and online banking/electronic banking established for that purpose. The hotline number can be found in item I. The number of the account for which the payment instrument was issued shall be stated. If the Customer is not able to state the number of the card to be blocked and/or the signatory number to be blocked, all cards issued for his account and/or all signatories noted for his account shall be blocked.

When using electronic banking (online banking), the Customer also has the option to block the ELBA access himself by

- Blocking authorized parties in the app itself
- Entering a wrong PIN more than three times
- Entering a wrong mobile TAN more than three times.

Outside the Bank's opening times, the Customer shall be obliged, if the identifiers are lost, stolen, misused or otherwise used in a non-authorized manner, to prompt the blocking of Online banking/Electronic banking immediately himself by entering the wrong PIN, TAN or mobile TAN more than three times.

VI. Authorisation and execution of payment orders

1. Issue, authorisation, revocation and rejection of payment orders

If an order is issued, the data required for the relevant type of order shall be provided. These are generally, as "customer identifier", the International Bank Account Number (=IBAN) and the Bank Identifier Code (=BIC) for the details of the payment recipient. They are required for the automated processing of orders and thus also for the applicability of the more favourable standard fee rates.

The order forms (electronic or written) defined by the Bank shall be used to issue orders.

The Bank only deems a payment order authorised if the Customer has consented to the relevant payment transaction in the form agreed with it for this purpose and by using a payment instrument agreed with him for this purpose. Court or official orders may replace such consent.

If the Customer is an entrepreneur and if the authorisation is disputed or improper execution is claimed, he needs to prove that the payment transaction has not been authorised, has not been properly recorded and registered or has been impaired due to a technical fault or other failure.

The Customer may revoke his consent until

- the Customer's payment order is received by the Bank; or
- if an execution date in the future has been agreed, until the end of the business day preceding the agreed execution date.

If the payment transaction has been triggered by or via the recipient, a payment order may only be revoked after the time of irrevocability if the recipient demonstrably gives his consent.

Direct debit orders and direct debit authorisations may be revoked until one business day prior to the agreed debit date at the latest. See item VII for the options for reimbursement after the account was debited.

The Bank may only refuse to execute an authorised payment order if

- it does not meet all requirements set out in the current account agreement and the Conditions (particularly if necessary details are missing or if the account is not covered by credit balance or open credit lines); or
- the execution would violate any Community or national regulations or any court or official order; or
- there is a justified suspicion that the execution would establish a criminal offence.

2. Execution of payment orders

The Bank ensures that any amount which forms part of a payment transaction in Euro, of a payment transaction within a European Union member state which is not part of the European Monetary Union and of a payment transaction in Euro within the European Union between a European Monetary Union member state and a non-EMU member state which requires a currency conversion is received by the payment's recipient at the latest the business day following the day the payment order has been received by the payment recipient's payment service provider.

Paper-based payment orders require an additional business day for completion.

All payment transactions not included in the above will be completed within a maximum of four business days.

3. Time of receipt of payment orders

A payment order shall be deemed received by the Bank if

- it meets all the agreed requirements;
- the account is sufficiently covered; and
- it is received by the Bank on a business day until the time stated in the following list/attachment.

If an order is not received on a business day or is received on a business day after the time stated in the following/in the attachment, it shall be deemed received on the following business day.

Business days of the Bank for payment transactions are Monday to Friday, except for 24 December and Good Friday.

4. Information on individual payment transactions

Unless otherwise agreed, immediately after executing a payment transaction, the Bank shall be entitled to send the following information to the Customer at its option electronically to the e-mail address notified by the Customer or to print it out on the custodian account / account statement and to send such statement at least once a month to the Customer by post or electronically or to provide it in the bank branch for collection or review via online banking/electronic banking:

- a reference enabling the identification of the relevant payment transaction and, where applicable, information on the recipient;
- the relevant amount in the currency in which the Customer's payment account is debited or in the currency used in the payment order;
- where applicable, the exchange rate the payment transaction is based on; and
- the value date of the debit or the date the payment order is received.

Furthermore, the Bank shall send in the same manner a list of the fees accrued in the previous month for processing payment transactions to the Customer or provide it to him for review or collection.

This information shall be provided to the Customer both as the orderer and as the recipient.

The entrepreneur customer waives the information provided for under the EU Charges Regulation on payment transactions initiated by a payment card (in particular cash withdrawal, POS payment) in any currencies other than EUR, especially currency rate and currency rate expenses, in the form of the short-term electronic notice (this information can still be found on the usual account statement).

VII. Liability and obligation to pay compensation in connection with payment orders

1. Payment transactions not authorised by the Customer

a. Correction of account debit

If a payment order has been executed at the expense of a customer account without authorisation by the Customer, the Bank shall immediately restore the state of the Customer's debited account that it would be in without the non-authorised payment transaction, i.e. it shall especially reverse the account debit with the amount of the payment transaction at the value date of the debit entry. To effect this correction, the Customer shall immediately inform the Bank as soon as he identifies a payment transaction not authorised by him. The consumer customer's right to correction shall expire 13 months after the debit date at the latest. If the Customer is an entrepreneur, the right to correction shall expire after 3 months as from the debit date at the latest. (Upon the expiry of this deadline, the entrepreneur customer shall recognise the execution of the relevant order as correct.)

b. Customer's liability

If payment transactions not authorised by the Customer are based on the misuse of a payment instrument, the Customer shall be obliged to compensate the Bank for the loss it incurred if the Customer (i) has enabled the occurrence of the loss fraudulently; or (ii) has caused the occurrence of the loss by intentionally or negligently violating the duties imposed on him in connection with the careful safekeeping of payment instruments.

If the Customer, who is a consumer, has only slightly negligently violated such duties (which means that he has breached his duty of care in a way that cannot always be excluded even by an averagely careful person), the Customer's liability for the loss shall be limited to the amount of EUR 150. In a loss allocation, the type of the personalised security features as well as the circumstances under which the loss, theft or misuse of the payment instrument occurred shall be taken into account.

A Customer who is a consumer shall not be liable (except in the case stated in (i)) for payment transactions that are triggered by means of the relevant payment instrument after he had ordered the Bank to block such payment instrument.

Customers who are entrepreneurs within the meaning of the Consumer Protection Act shall be liable without limitation for losses incurred by the Bank due to the violation of the obligations and duties of care set out in this agreement without the type of fault being relevant.

2. Reimbursement of an authorised payment transaction triggered by the recipient

The Customer is entitled to the refund by the bank of the entire amount if the correct amount was not indicated at the time of authorization and the amount exceeds the amount the Customer could reasonably have expected.

This is not the case (no entitlement) if the Customer has given his approval for execution directly to the bank and the impending payment transaction was disclosed to him at least four weeks in advance by either the bank or the payment's recipient.

3. Liability of the Bank for the failed or faulty execution of payment orders

The Bank shall be liable to its customers in case of payment orders in favour of a recipient account held in the EEA for the proper and timely execution of the payment transaction until the receipt of the amount by the recipient's payment service provider as long as the Customer notifies the non-performed or incorrectly performed payment order to the Bank immediately after becoming aware of it and no later than within 13 months from the day of debiting/crediting. This liability shall be limited to the payment amount plus interest and fees.

With regard to entrepreneur customers, the Bank shall only be obliged to properly select the downstream payment institutions in the payment transaction; any liability for the payment amount plus interest and fees shall be excluded.

If the Customer has provided incorrect customer identifiers, the Bank shall not be liable for the faulty or non-performed execution of the payment transaction.

If payment orders are made to the benefit of recipient accounts that are held in banks outside the EEA, the Bank shall be obliged to provide for the quick processing of the payment order and to involve – unless stipulated by the Customer – suitable further payment service providers for this purpose.

As from the receipt of the amount, the recipient's payment service provider shall be liable to the recipient for the proper further execution of the payment transaction.

If a payment transaction is triggered by or via a recipient, its payment service provider shall be liable to the recipient

- for the proper submission of the payment order to the payer's payment service provider; and
- for the processing of the payment transaction according to its duties regarding value date and availability.

If the Customer is an entrepreneur, he shall bear the burden of proof for the receipt by the recipient's payment service provider. Any liabilities of the Bank described in items VII. (1), (2) and (3) shall not extend to unusual and unforeseeable events beyond the Bank's control the consequences of which could not have been prevented despite exercising the required care, and shall not extend to any cases where the Bank is bound by contrary Community, national, court or administrative orders.

VIII. Complaints

The Bank always seeks to provide the Customers with its best support with regard to their concerns, requests and requirements in all banking matters.

Should the Customer still have reasons to complain, the Bank shall follow up on such complaint without delay. For this purpose, the Customers should either contact their adviser or the bank's complaints service which can be found on the bank's website.

The Customer can also address his complaint to the Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft [common conciliation body of the Austrian banking industry], 1045 Vienna, Wiedner Hauptstraße 63. However, he can also send his complaint to the Financial Market Authority, 1020 Vienna, Praterstraße 23.

The ordinary courts of law, who shall apply Austrian law, shall have jurisdiction for the decision of disputes in connection with the account management or the payment services. The Bank's general place of jurisdiction is stated in the above bank details. If the Customer is an entrepreneur, the competent court at the Bank's registered office shall be agreed as exclusive place of jurisdiction. If the Customer is a consumer, any legal action shall, in accordance with Section 14 of the Austrian Consumer Protection Law, be filed at the court having jurisdiction at the Customer's place of residence, Austrian substantive law shall be applied to the custodian account / account agreement.

ANNEX - Attachment 1
Time of receipt of Payment orders

| Way of issuing orders | Last time of receipt |
|--|----------------------|
| Paper-based order payments Austria, European Economic Area, Monaco and Switzerland | 03.00 pm |
| Electronic order payments Austria, European Economic Area, Monaco and Switzerland | 04.00 pm |
| Other foreign payment transaction paper-based order, conversion into foreign currency required | 11.00 am |
| Other foreign payment transaction paper-based order, no conversion required | 11.00 am |
| Other foreign payment transaction electronic order, conversion into foreign currency required | 11.00 am |
| Other foreign payment transaction electronic order, no conversion required | 03.00 pm |
| Electronic filing of direct debits | 09.00 am (D+1) |
| Urgent transfer in the European Economic Area in EUR | 03.30 pm |