
*General Terms and Conditions
for Banking Business
of
Oesterreichische Kontrollbank AG*

(„GTC“ of „OeKB“)

Version September 2016, effective of 1 November 2016

This translation from German is for convenience only.
Only the German version of these General Terms and Conditions for banking business is valid.

General Provisions

I Basic rules for the business relation between customer and Oesterreichische Kontrollbank AG (hereinafter OeKB)

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

1. Scope of application

No.1. (1) These General Terms and Conditions (hereinafter “GTC”) apply to the entire business relationship between the customer and OeKB. Terms and conditions of agreements concluded with the customer or special Terms and Conditions prevail.

The notions “consumer” and “entrepreneur” are understood in the following in the meaning of the Consumer Protection Act, in case relevant for OeKB, which does not have private customers, since it is a specialised credit institution.

2. Amendments

No.2. (1) An amendment to these GTC shall enter into force at the beginning of the second month following the notification of the amendment to the customer with effect on all future business relations between the customer and OeKB unless OeKB has received written objection from the customer by that time. The notification of an amendment to the GTC to the customer may be effected in any form agreed with the customer in the business relationship. The agreed form of service of statements of OeKB shall also apply to the notification of amendments to the GTC. In case the current address of the customer is not known to OeKB and there is no agreement where to send information, the publication of the amended GTC on OeKB’s website (www.oekb.at) shall be relevant; the first sentence of this paragraph applies accordingly.

(2) OeKB shall inform the customer in the notification of the amendment to the GTC that after expiration of the month following the notification pursuant to paragraph 1 his/her acquiescence shall be deemed a consent to the amendment. OeKB shall publish a comparison of the amended regulations of the GTC as well as the entire version of the new GTC on its website and on request hand it over to the customer in writing or send it by mail, irrespective of the coming into effect of the amendment. OeKB will inform its customers in the notification of the planned amendment of these possibilities.

B Statements

1. Orders by the customer

No.3. (1) Orders must be given in writing.

(2) OeKB shall be entitled to execute orders given to it via telecommunication (in particular by phone, fax or data communication). Subject to the fulfilment of all other prerequisites, OeKB shall only be obliged to carry out such orders if agreed upon by the customer and OeKB.

(3) OeKB is entitled to execute orders given to it in any form by an entrepreneur within the scope of the business relationship if OeKB is, without fault, of the opinion that they originate from the entrepreneur and if OeKB cannot be blamed for the invalid order.

2. Request of confirmations by OeKB

No.4. For security reasons OeKB is entitled, in particular in case of orders given via telecommunication, to request a confirmation of the order via the same or a different means of communication, as the case may be.

3. Statements made by OeKB

No.5. Notifications and statements by OeKB made via telecommunication are only valid if confirmed in writing, unless otherwise agreed in writing or other banking practices exist in this respect.

C Right of disposal upon the death of a customer

No.6. (1) As soon as it receives notice of the death of a customer, OeKB shall permit dispositions on the basis of a decision rendered by the probate court or of the certificate of inheritance. In case of joint accounts, dispositions made by an account holder vested with individual authority to dispose of the account shall not be affected by this provision.

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

D Duties and liability of OeKB

1. Information duties

No.7. Apart from statutory duties to provide information, OeKB shall have no other obligation to provide information in addition to what is stated in its Terms and Conditions of business unless separately agreed. Accordingly OeKB is not – unless there is a statutory or contractual obligation to do so – obliged to inform the customer about imminent price or exchange losses, about the value or worthlessness of objects entrusted to it or any facts or circumstances likely to affect or jeopardise the value of such objects or to give the customer any advice or information.

2. Execution of orders

No.8. (1) OeKB will execute an order which, due to its nature, requires the assistance of a third party, by calling in a third party in its own name. In case OeKB selects the third party, it shall be liable for its diligent selection.

(2) OeKB is obliged to assign claims against the third party, if any, to the customer on its request.

E Duties to co-operate and liability of the customer

1. Introduction

No.9. The customer shall in its transactions with OeKB, observe in particular the duties stated below to co-operate. Any violation thereof shall lead to an obligation to pay damages on the part of the customer or to a reduction in its claims for damages against OeKB.

2. Duty for identification, notification of important changes

a) Identity

- No.10.**
- (1) The customer must prove its identity as required in the Banking Act. Moreover the customer must notify the identity of a representative as well as of a potential trustee, trustor or beneficial owner and prove it in the same way by appropriate documents.
 - (2) The customer shall immediately notify OeKB in writing of any changes of the information advised by it pursuant to paragraph 1 and to prove it by appropriate documents.
 - (3) In case the customer fails to notify changes in the address, written communications by OeKB shall be deemed received if they were sent to the latest address advised by the customer to OeKB.

b) Power of representation

- No.11.**
- (1) The customer shall immediately notify OeKB in writing of any cancellation or of changes of any power of representation, including an authority to operate and sign on an account (Number 28. and Number 29.), and shall provide appropriate documentary evidence thereon.
 - (2) Any power of representation advised to OeKB continues to be effective until written notification of cancellation of the same or of a change in its current scope, unless OeKB had knowledge of such cancellation or change or was not aware thereof due to gross negligence. In particular the duty of the customer to notify shall also apply, if the cancellation or change in the power of representation is registered in a public register and was duly published.

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

No.12. OeKB shall immediately be notified in writing of any loss of or reduction in the customer's capacity to enter into legal transactions. In case the customer is a company or legal entity, a dissolution of the same shall be immediately notified to OeKB.

3. Clarity of orders

- No.13.**
- (1) The customer shall ensure that its orders to OeKB are clear and unambiguous. Modifications, confirmations or reminders shall expressly be marked as such.
 - (2) In case the customer wishes to give special instructions to OeKB regarding the execution of orders it shall inform OeKB thereof separately and explicitly, and in case of orders given by means of forms, the instructions shall be given separately, i.e. not on the form. This applies above all in case the execution of the order is extremely urgent or subject to certain periods and deadlines.

4. Due care and diligence in using means of telecommunication

No. 14. In case the customer lodges orders or makes other statements via telecommunication it shall take appropriate precautions according to the state of the art to avoid transmission errors and abuse.

5. Raising of objections

No. 15. (1) The customer shall immediately verify statements of OeKB, such as confirmations of his/her orders to OeKB, communication about the execution of the same, statements of account, closing statements and any other accounts as well as mails and payments of OeKB as to their completeness and correctness and shall raise objections, if any, without delay.

(2) In case OeKB receives no written objections within a period of six weeks, the respective statements and services of OeKB shall be deemed approved. OeKB shall in each case inform the customer about the significance of its conduct at the beginning of the period. It shall be sufficient if such information is provided on the statement of account.

6. Notification in case of non-receipt of communication

No. 16. The customer shall notify OeKB immediately if he/she has not received regular communication from OeKB (such as closing statements) or other communication or mail from OeKB which the customer would have had to expect in his/her circumstances within the period of time normally to be expected with respect to the agreed form of transmission.

7. Translations

No. 17. Any foreign-language documents shall be presented to OeKB together with a German translation which has been verified by a certified translator in case OeKB so requires.

F Place of performance; choice of law; jurisdiction

1. Place of performance

No. 18. The place of performance for both parties shall be the seat of OeKB.

2. Choice of law

No. 19. All legal relations between the customer and OeKB shall be subject to Austrian law, excluding the rules of conflict of law and of the UN Convention on Contracts for the International Sale of Goods.

3. Jurisdiction

No. 20. Legal actions brought by an entrepreneur against OeKB may only be taken in the court having subject-matter jurisdiction at the place of OeKB's registered office. This shall also be the place of jurisdiction in case of legal actions brought by OeKB against an entrepreneur, notwithstanding OeKB's right to file a claim in any court having local jurisdiction and jurisdiction over the subject-matter.

G Termination of the business relationship

1. Termination

a) Ordinary termination

No.21. Unless the agreement has been concluded for a definite period of time, OeKB and the customer shall be entitled to terminate the entire business relationship or individual parts thereof at any time by observing a notice period of one month.

b) Termination for good cause

No.22. (1) OeKB and the customer shall be entitled to terminate the entire business relationship or individual parts thereof at any time with immediate effect for good cause notwithstanding any agreements to the contrary.

(2) There is good cause for termination by OeKB in particular if:

- a deterioration of or risk to the financial situation of the customer or an obligor arises which jeopardises the ability to meet commitments to OeKB, or
- the customer furnishes incorrect information about his/her financial situation or other essential facts and circumstances
- the customer does not meet its obligations under the Banking Act for identifications (No. 10) or
- the customer fails or is unable to fulfil the obligation to provide or increase collateral.

2. Legal consequences

No.23. (1) Upon termination of the entire business relationship or individual parts thereof, the amounts owed thereunder will immediately become due and payable. In addition, the customer shall be obliged to release OeKB from all liabilities assumed for it.

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

(3) These GTC shall continue to apply even after termination of the business relationship until complete settlement.

II Bank enquiry

No.24. General information which is customary in banking practice about the financial situation of an enterprise will only be provided in a non-binding manner, unless there is an obligation to provide such information, and, vis-à-vis entrepreneurs, only in writing.

III Opening and keeping of accounts

A Scope of application

No.25. The following regulations apply to accounts.

OeKB only provides cashless transactions.

B Opening of accounts

No.26. When opening an account the future account holder shall prove its identity. Accounts shall be kept under the name of the account holder or the company name together with an account number.

C Specimen signatures

No.27. Persons who are to be authorised to operate or sign on an account or securities account shall deposit their signature with OeKB. Based on the signatures deposited OeKB shall permit written disposition in accordance with the account relationship.

D Authority to dispose and to sign

1. Authority to dispose

No.28. Only the account holder shall be entitled to dispose of the account. Only persons whose power of representation is provided for by law or persons who hold an express written power of attorney to dispose of the account shall be entitled to represent the account holder; they shall be obliged to prove their identity and power of representation.

2. Authority to sign

No.29. The account holder may expressly and in writing grant third parties authority to sign in respect of an account. The person authorised to sign must prove OeKB its identity. The person authorised to sign shall only be entitled to make and revoke dispositions on the account.

E Special types of accounts

1. Sub-account

No.30. An account may also include sub-accounts. Even if they are given sub-account names the account holder shall be exclusively entitled and obligated towards OeKB in connection with the same.

2. Trust account

No.31. In case of trust accounts only the trustee shall be entitled and obligated towards OeKB as account holder.

3. Joint account

- No.32.**
- (1) An account may also be opened for several account holders (joint account). Dispositions of the account, in particular the closing thereof and the granting of authority to sign, may only be made jointly by all account holders. As the case may be, every account holder may be represented by an authorised representative.
 - (2) The account holders shall jointly and severally be liable for obligations arising out of the account.
 - (3) Unless otherwise expressly agreed every joint account holder shall have individual power to dispose of the account. This authority will, however, be terminated by the express objection of another account holder. Thereafter the joint account holders must act jointly.
 - (4) The authority to sign may be withdrawn by each account holder individually.

4. Foreign currency account

- No.33.**
- (1) In case OeKB keeps a foreign currency account for the customer, transfers in the respective foreign currency shall be credited to such account unless a different transfer instruction has been given. If no foreign currency account exists OeKB shall be entitled to credit foreign currency amounts in national currency unless expressly instructed by the customer to the contrary. The amount shall be converted at the conversion rate of the day on which the amount in foreign currency is at OeKB's disposal and may be used by it.
 - (2) Holders of credit balances in foreign currency shall bear pro rata up to their respective credit balances any and all financial and legal consequences and damages affecting the total credit balance in the respective currency held by OeKB in Austria and abroad which were caused by measures or events for which OeKB is not responsible.

F Balancing of accounts

- No.34.**
- (1) Unless otherwise agreed OeKB shall balance the account on a monthly basis. All interest and fees accrued in a month form part of the closing balance which will be subject to further interest paid thereafter (compound interest).
 - (2) The statement of account including the balance of account shall be kept available for the customer at the account-keeping branch office of OeKB.

IV Giro transactions

A Transfer instructions

- No.35.**
- (1) In case of transfer instructions for the benefit of the payee, whose account is maintained by payment service providers based in Austria, in another State of the European Economic Area (EEA) or in Switzerland, the customer has to designate the payee with its International Bank Account Number ("IBAN").

In case of transfer instructions for the benefit of the payee, whose account is maintained by a payment service provider based outside the EEA and Switzerland, the customer has to designate the payee:

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

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

(3) Acceptance only of a transfer instruction by OeKB shall not create any rights of a third party against OeKB.

(4) OeKB shall only be obliged to carry out a transfer instruction if sufficient funds are available in the customer's account to cover the total amount to be transferred (credit balance, credit line granted).

B Credit entries and right to cancel

No.36. (1) In case of a valid account agreement, OeKB shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to its account. Even after termination of the account agreement OeKB shall be entitled to accept amounts of money on behalf of the customer to the extent obligations of the customer exist in connection with the account. The instruction to provide a customer with an amount of money shall be carried out by OeKB by crediting the amount to the account of the beneficiary unless otherwise instructed.

(2) OeKB shall be entitled to cancel at any time any credit entries made due to an error on its part. In other cases OeKB will only cancel the credit entry if the invalidity of the transfer instruction is clearly proven to it. The right to cancel shall not lapse by a balancing of the account. In case the right to cancel exists OeKB may deny disposal of the amounts credited.

C Credit entry – under reserve

No.37. (1) When OeKB credits amounts which it has to collect on behalf of the customer (in particular, when collecting cheques, bills of exchange and other securities, debit notes, etc.) to the customer's account before the collected amount is received by OeKB, the credit entry is only made subject to actual receipt by OeKB of the credited amount. This shall also apply if the amount to be collected should be payable to OeKB.

(2) Due to such reserve OeKB shall be entitled to reverse the credit entry by means of a simple entry if the collection has failed or if due to the economic situation of a debtor, intervention by a public authority or for other reasons it is to be expected that OeKB will not obtain the unrestricted right of disposition of the amount to be collected.

(3) The reserve may also be exercised in case the amount credited was collected abroad and OeKB is debited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with a foreign bank.

(4) When the reserve is pending OeKB shall be entitled to refuse the customer to dispose of the credited amounts. The reserve will not cease by the balancing of accounts.

D Debit entries

- No.38.** (1)) In the event of transfer instructions, debit entries shall only be considered a confirmation that the instruction has been carried out if the debit entry was not reversed within two banking days.
- (2) Cheques and other payment instructions as well as debit entries are deemed collected/cashed/honoured if the debit entry has not been cancelled on the debited account of the customer within two banking days unless OeKB has informed the presenter prior thereto.

V Fees for services and reimbursement of expenses

A Fees

1. Principle that a fee has to be paid for services

- No.39.** (1) OeKB is entitled to charge the customer fees for its services, in particular interest, dues and commissions which are customary in banking practice.
- (2) This also applies to appropriate services rendered by OeKB without instruction in case of emergency or to the benefit of the customer.
- (3) OeKB is entitled to debit the account of the customer with fees due for payment. The customer must procure an appropriate credit balance on the debit day. The fees are described in detail on the account statement. A separate invoice will not be issued.
- (4) The valid conditions are provided in the course of the account opening and on inquiry.

2. Amount of fees

- No.40.** OeKB shall be entitled to respective adequate fees for its services, the amount of which will be displayed by OeKB in a scheme of conditions for certain typical services.

3. Change of fees for ongoing services

- No.41.** OeKB may amend the fees for ongoing services (interest, account keeping fee, etc.) by taking into account relevant circumstances (in particular, changes in the legal framework, changes in the money markets or capital markets, changes in the refinancing costs, changes in the staff expenses and material expenditure, changes in the consumer price index) in relation to the importance of these circumstances to the determination of fees.

B Reimbursement of expenses, default interest

- No.42.** (1) The customer shall bear all expenses, disbursements and costs incurred in the business relationship between it and OeKB, in particular stamp duties, potential non-personal taxes, postage, cost of insurance, legal counsel, collection, consultancy services in business administration, telecommunication as well as provision, administration, utilisation and release of collateral. In case OeKB is unable to carry out a payment order by the customer due to lack of cover or if it has to take

action against the customer due to enforcement measures taken by third parties, it shall be entitled to collect an appropriate lump-sum expense allowance as displayed in a scheme of conditions.

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

(3) In case the customer is in arrears with the payment of a liability to OeKB, a default interest in the amount of 3 percent above the respective base interest rate is agreed.

VI Collateral

A Provision and increase of collateral¹

1. Right to collateral

No.43. OeKB is entitled to demand from the customer within one week (i.e. even if the claims are conditional, limited as to time or not yet due) for claims arising out of the business relationship the provision of collateral in form of bonds, issued by Member States of the EU, which have adopted the euro or bonds unconditionally guaranteed by them, to the extent of these claims and a safety margin of 10 percent.

2. Change in the risk

No.44. In case circumstances occur or become known which justify an increased risk assessment of the claims against the customer, OeKB is entitled to demand the provision or increase of collateral within one week. This shall, in particular, be the case if the economic situation of the customer has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate.

B Lien of OeKB

1. Scope and coming into existence

No.45. (1) The customer grants OeKB a lien on any items and rights which come into the possession of OeKB and irrevocably commits itself to make statements and take measures necessary for the creation of the lien.

(2) In particular the lien exists on all attachable claims of the customer against OeKB, such as under credit balances. In case securities are subject to the lien, the lien shall also extend to the interest and dividend coupons pertaining to such securities.

No.46. (1) The lien shall secure OeKB's claims against the customer under the business relationship, including joint accounts, even if the claims are conditional or limited as to time or not yet due.

¹ See also point VIII Special types of business

(2) The lien shall be created in case claims pursuant to paragraph 1 exist when OeKB takes possession of the item; otherwise at any future point in time when such claims arise.

2. Exemptions from the lien

- No.47.** (1) The lien shall not include items and rights which have been dedicated by the customer to a certain instruction prior to coming into existence of the lien, such as amounts designated for the cashing of a certain cheque or honouring of a certain bill of exchange as well as for the carrying out of a certain transfer. This shall, however, apply only as long as the dedication is valid.
- (2) Notwithstanding the existing lien OeKB will carry out dispositions of the customer regarding credit balances on current accounts in favour of third parties as long as the customer has not received a notification by OeKB of the assertion of the lien. Attachment of the credit balance shall not be considered a disposition by the customer.
- (3) The lien shall not include assets which the customer has disclosed in writing to OeKB as trust assets prior to the coming into existence of the lien or which have come into the possession of OeKB without the customer's will.

C Release of collateral

- No.48.** Upon the customer's request OeKB will release collateral to the extent it has no justified interest according to Number 43. and Number 44. in keeping it as security.

D Realisation of collateral

1. Sale

- No.49.** Collateral having a market price or stock exchange price shall be realized by OeKB in compliance with the provisions of the Financial Collateral Act (*Finanzsicherheiten-Gesetz*), if applicable, primarily by selling it at such price in the open market. However, OeKB and the customer also agree on any other manner of realization provided for in the Financial Collateral Act.
- No.50.** Should the Financial Collateral Act not be applicable or impracticable for OeKB, e.g. when there is neither a market nor a stock market price for the collateral, OeKB and the customer agree on a realization of the collateral according to the provisions of sections 466a seq. of the Austrian General Civil Code.

2. Forced sale of collateral

- No.51.** OeKB is also entitled to realise the collateral by forced sale.

3. Collection

- No.52.** (1) OeKB is entitled to terminate and collect the claims provided to it as security (including securities) at the time the secured claim becomes due. Prior thereto it is entitled to collect the claim serving as collateral when it becomes due. In case of an imminent loss in value of the claim serving as collateral OeKB is entitled to terminate the same already prior to its becoming due. To the extent

possible the customer shall be informed thereof in advance. Amounts collected prior to the due date of the secured claim shall serve as collateral instead of the claim collected.

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

4. Admissibility of realization

No.53. Even if the purchaser does not immediately pay the purchase price in cash, OeKB is entitled to nevertheless realize the collateral to the extent no or no equivalent offer for immediate payment in cash has been made and payment at a later point in time is secured.

E Right of retention

No.54. OeKB is entitled to withhold payments to be made by it to the customer due to claims arising out of the business relationship even if they are not based on the same legal relationship. Number 47. and Number 48. shall apply accordingly.

VII Setting off and crediting

A Setting off

1. By OeKB

No.55. (1) OeKB is entitled to offset all of the customer's claims to the extent they are attachable against all liabilities of the customer against OeKB.

(2) Notwithstanding the existing right to offset OeKB will carry out dispositions of the customer in favour of third parties in respect of credit balances on current accounts as long as the customer has not received an offsetting statement. Attachment of the credit balance shall not be considered a disposition by the customer.

2. By the customer

No.56. The customer shall only be entitled to offset its liabilities if OeKB is insolvent or if the claim of the customer is related to its liability or has been ascertained by court decision or recognized by OeKB.

B Crediting

No.57. Notwithstanding the provisions of section 1416 of the Austrian General Civil Code OeKB may credit payments first to claims of OeKB which are either unsecured or where the value of the collateral does not cover the claims. In this respect it is irrelevant when the individual claims have become due. This shall also apply to a current account relationship.

VIII Special types of business

- No.58.** The Credit Department (“KA”) of OeKB applies special Terms and Conditions to their business which are published on OeKB’s website www.oekb.at (in part in a protected area) and may be downloaded. The GTC for banking business of OeKB will be applied in addition to the GTC of the named department.



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