

General Terms and Conditions of CREDIT SUISSE (LUXEMBOURG) S.A. ZWEIGNIEDERLASSUNG ÖSTERREICH

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General Terms and Conditions

1. Basic rules for the business relation between the client and the bank

A. Scope of these General Terms and Conditions Amendments, Means of Communication

1. Scope Definitions

Clause 1.

(1) These General Terms and Conditions ("**General Conditions**") apply to the entire business relationship between the Client and CREDIT SUISSE (LUXEMBOURG) S.A.

ZWEIGNIEDERLASSUNG ÖSTERREICH, Kärntner Ring 11–13, 1010 Vienna, Austria (referred to hereinafter as "**Bank**"). The Bank is a branch of CREDIT SUISSE

(LUXEMBOURG) S.A., which is established and has its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, and which is authorized as a credit institution in the Grand Duchy of Luxembourg and subject to the prudential supervision of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier (referred to hereinafter as "**CSSF**"), 283, route d'Arlon, L-1150

Luxembourg, Grand Duchy of Luxembourg. The Bank is furthermore subject to the prudential supervision of the Austrian Financial Market Authority (referred to hereinafter as "**FMA**"), Otto Wagner Platz 5, A-1090 Vienna, Austria.

(2) Specific terms and conditions and/or agreements may be applicable to the relationship between the Client and the Bank, which complete or amend the General Conditions and which shall prevail over the General Conditions.

(3) Any divergent general terms and conditions used by the Client shall not be applicable.

(4) For the purpose of these General Conditions:

- "**Bank Business Day**" means a day on which the Bank is open for business (on all working days except for Saturdays and official Holidays)
- "**Bank Business Day for Payment Services**" means a day on which the Bank is open for business and on which the payment service providers involved in the execution of a Payment Transaction conduct the required business operations
- "**Client Information Booklet**" means the Bank's brochure "Your Banking Relationship with CREDIT SUISSE (LUXEMBOURG) S.A. ZWEIGNIEDERLASSUNG ÖSTERREICH" as amended from time to time:
- "**consumer**" and "**entrepreneur**" shall have the same meaning as in the Austrian Consumer Protection Act (Konsumentenschutzgesetz)
- "**EEA**" means the European Economic Area
- "**EEA currency**" means a currency of a EEA Member State (including Euro)
- "**Force Majeure Event**" means
 - an occurrence that is, at the time the Bank and the client entered into a contractual relationship, unpredictable, could not have been avoided, is outside the control of the Bank, and impedes or wholly precludes the Bank's ability to perform a contractual obligation, such as strikes, acts of war, civil war, riots, power cuts, lock-outs, an interruption or an unavailability of telecommunication systems or other systems of the Bank (e.g. in case of a fire or similar events);
 - any other force majeure event as construed under Austrian law.

- **“Non-EEA currency”** means a currency of a State which is not a EEA Member State
- **“Payment Services”** are services provided by the Bank which consist in the execution of Payment Transactions (e.g., credit transfers)
- **“Payment Transaction”** means an act, initiated by the Client or by the payer or payee, of transferring funds within the EEA or transferring funds to or from non-EEA countries in EEA currencies or in non-EEA currencies, unless otherwise specified in these General Conditions or in the specific terms and conditions applicable to Payment Services
- **“Sanctions”** means economic and/or trade sanctions imposed at governmental level (e.g. in the United States, through the Office of Foreign Assets Control – OFAC), and at the level of international organizations (such as the United Nations) to pursue national and international security or other policy goals and applicable to the Bank through relevant laws, regulations and national or international policies, including related sanctions list administered e.g. by the United Nations (“UN”), the European Union (“EU”), OFAC, the SECO (State Secretariat for Economic Affairs) of Switzerland, the Monetary Authority of Singapore (MAS), the Hong Kong Monetary Authority (HKMA), or her Majesty’s Treasury (HMT) of the United Kingdom, the Austrian Government or any other relevant authority.
- References to “he”/“his”/“him” in these General Conditions shall include references to “she”/“her” and “it”/“its”.

(5) For the purpose of the present General Conditions the reference currency agreed between the Bank and the Client shall apply.

2. Amendments

Clause 2.

- (1) The Bank reserves the right to amend these General Conditions and/or the specific terms and conditions applicable to the relationship between the Client and the Bank at any time, especially in case of changes to the statutory or regulatory provisions applicable in the banking sector, changes to banking practices or conditions on the financial markets. The Bank shall make available proposed amendments to the Client at least two months before they are supposed to enter into force. The amendments shall take effect upon expiration of two months following the notification of the Client regarding the offered amendments, unless the Bank has received an objection from the Client by that time. Such notification may be made in any form agreed with the Client for the business relationship. Any agreement made with the Client on the delivery of notices by the Bank shall also apply to the notification of amendments to these General Conditions and/or the specific terms and conditions.
- (2) In the notification the Bank shall inform the Client regarding the intended amendment and shall inform the Client regarding the fact that failure to respond within two months of the notification will be deemed to constitute acceptance of the proposed amendment. In addition, the Bank shall publish a comparative overview of the provisions of the General Conditions and/or the specific terms and conditions that are affected by the amendment as well as the full version of the amended document on its website. Upon request by the Client the Bank shall also provide the Client with these documents in written form at its premises or by mail. The Bank shall inform the Client of these options in the notification regarding the offered amendment. Amendments may also be implemented by means of a separate document which shall form an integral part of the relevant contractual document.
- (3) Changes to information contained in the Bank’s Table of Fees and Commissions regarding cut-off times and execution periods regarding Payment Services are also subject to the procedure set out in paragraphs 1 and 2. Amendments to charges and exchange rates are subject to the provisions of Clause 46 of these General Conditions.
- (4) In case the intended amendment relates to Payment Services, Clients who are consumers shall be entitled to terminate their framework contract for Payment Services free of charge with effect at any time until the date when the amendment would have applied.
- (5) The Bank may amend mandatory or other information provided to the Client (such as in particular the Client Information Booklet) at any time without notice period.

3. Means of Communication, Language

Clause 3.

(1) Communication between the Client and the Bank shall take place via the means of communication mentioned in these General Conditions without prejudice to other contractual agreements concluded between the Client and the Bank. The Client will be informed separately by the Bank to the extent that the Client requires particular technical equipment and/or software.

(2) Any communication between the Client and the Bank shall be in the language agreed upon by the parties at the outset of their business relationship, otherwise at the Bank's discretion in German or English.

B. Instructions and Declarations

1. Instructions and Declarations by the Client

Clause 4.

(1) Instructions as well as any other declarations, statements, notifications and related communication from the Client shall generally be issued to the Bank in writing.

(2) The Bank shall, however, also be entitled to accept and/or execute instructions and related communication issued via telecommunications (especially by telephone, by fax and/or by electronic mail (email)). The Client shall take appropriate precautions against transmission errors, system failures, malfunctions, viruses, interruptions, abuses, electronic attacks and similar risks when using telecommunications. Subject to the fulfillment of all other prerequisites the Bank shall only be obliged to carry out such instructions and to accept related communication, if the Client has made an agreement to this effect with the Bank.

(3) The Bank shall be entitled to execute instructions placed in any form by an entrepreneur under the existing business relationship at the Client's expense if the Bank comes to the conclusion, without gross negligence or willful misconduct, that such instructions originate from the entrepreneur and if the unauthorized instruction cannot be attributed to the Bank.

(4) In accordance with applicable legislation, the Bank records and stores telephone conversations and electronic communications with the Client and the Client's authorized representatives and authorized signatories. Records of telephone conversations, including conversations via mobile phones, and electronic communications may be used by the Bank both for the purposes of court proceedings and in any other proceedings. The Bank shall inform the Client at the start of a recorded telephone conversation that the telephone conversation shall be recorded or shall otherwise ensure that the Client is properly informed of the conditions relating to the recording of the telephone conversations. If such information is not provided in the form as referred to in the previous sentence, the Bank will put in place adequate organizational and technical measures aimed at preventing that conversations not relating to commercial operations or financial transactions are inadvertently recorded. When recording telephone conversations, the Bank shall ensure that banking confidentiality is safeguarded.

2. Obtaining Confirmations by the Bank

Clause 5.

For security reasons the Bank shall be entitled, but not obliged, to obtain a confirmation of the instruction, especially in case of instructions given via telecommunication, on the same day and prior to execution, either via the same or a different communication method, as the case may be, and to delay execution of the instruction until such confirmation is received.

3. Correspondence from the Bank

Clause 6.

(1) Statements and information which the Bank is required to provide or make available to the Client, shall be issued in hardcopy (including, but not limited to statements of account), unless electronic availability or transmission has been agreed with the Client. Correspondence relating to transactions on accounts with several holders of power of disposal and authority over the Client's accounts shall be sent to a joint address notified to the Bank. If no joint

address has been notified to the Bank, the correspondence shall be sent to one of the said holders of power of disposal and authority.

(2) Any notices or declarations of the Bank made via telecommunications shall be effective subject to written confirmation, unless otherwise agreed in writing or unless other banking practices exist in this respect. This shall not apply vis-à-vis consumers.

(3) Information on Payment Transactions carried out by debiting or crediting a current account will be provided to the Client for any transaction in a transaction notice dispatched on the Bank Business Day for Payment Services following the execution of the Payment Transaction.

(4) The Bank shall prove that correspondence was dispatched and the date of such dispatch by submitting a copy of the correspondence or a stored record of the dispatch in another form. The dispatch report for a fax transmission proves that the document was sent by the Bank and received by the Client.

(5) Written communications from the Bank are deemed to have reached the addressee within the normal postal delivery period provided that they were sent to the last address communicated to the Bank.

(6) In the event that the Client instructs the Bank to send all correspondence to a third party (e.g. an external asset manager), the Bank reserves the right to also send important correspondence such as margin call letters directly to the Client. The Client agrees that the Bank alone decides what correspondence it deems important for the purposes of the preceding sentence, taking the Client's interests into account.

(7) In all cases where the Bank is obliged to perform an appropriateness assessment and if the Bank's appropriateness assessment leads to the conclusion that a product or an investment service is not appropriate for the Client, the Bank may also issue the required warning to the Client orally. The Bank may give proof of the issuance of the warning to the Client through notes of its employees, records (including telephone records) in the Bank's systems as well as any other documents or data.

(8) Where the suitability report is sent by the Bank using means of distance communication, it shall be provided in accordance with the mailing instructions given by the client. The client shall ensure that the recipient of the investment advice provided by the Bank (if different from the recipient of the suitability report) receives the suitability report without delay.

C. Right of Disposal and Power of Authority Over Accounts upon the Death of a Client

Clause 7.

(1) As soon as the Bank receives notice of the death of a Client, the Bank shall permit dispositions only on the basis of a death certificate and appropriate inheritance documentation including, as the case may be, other documents required in order to clarify the power of disposal and authority over the accounts (e.g. a respective decision rendered by the probate court or a certificate of inheritance). This provision shall not affect dispositions by an account holder with individual signing authority for a joint account/safekeeping account. The Bank may regard the party designated as the heir or executor of the will in the relevant document as the holder of a power of disposal and authority over the Client's account.

(2) Signing powers shall not lapse upon the death of the Client if such powers are granted by an entrepreneur for a business account. In the event of doubt, any accounts held by an entrepreneur shall be deemed to be business accounts.

(3) As soon as the Client becomes aware of the death of the beneficial owner (where different from the Client), the Client shall provide a death certificate. For the Client's obligation to notify the Bank about a change concerning the identity of a/the beneficial owner Clause 11(1) applies.

D. Obligations and Liability of the Bank

1. Duty to Provide Information, Abnormal and Unforeseeable Circumstances

Clause 8.

(1) Apart from statutory duties to provide information, and unless separately agreed, the Bank shall have no further duties to provide information to the Client. For this reason, the Bank shall not be obliged – unless there is a statutory or contractual obligation – to inform the Client of imminent price or exchange losses, of the value or lack of value of assets entrusted to the

Bank, or of any facts or circumstances that could impair or jeopardize the value of such assets; nor shall the Bank be obligated to provide other advice or information to Clients.

(2) Statutory provisions in relation to obligations to provide information in accordance with Payment Services, shall not apply in relation to entrepreneurs.

2. Use of Third Parties to Execute Instructions

Clause 9.

(1) The Bank shall carry out an order, which, due to its nature requires the assistance of a third party, by instructing a third party in its own name. If the Bank selects a third party, it shall be liable only for exercising due diligence in its choice of the third party.

(2) To the extent permitted under applicable legal or contractual provisions, the Bank shall assign claims vis-à-vis such third party, if any, to the Client upon the Client's request.

E. Duty to Cooperate and Liability of the Client

1. Liability

Clause 10.

(1) In his dealings with the Bank, the Client shall, in particular, comply with the obligations to co-operate stated below. Any violation thereof may result in claims for damages against the Client or may reduce the Client's entitlement to claim damages from the Bank.

(2) The Bank shall not be liable for losses incurred as a result of the non-performance or the suspension or delay of the performance of all or part of the Bank's contractual obligations due to Sanctions or a Force Majeure Event,

(3) The Bank shall not be liable for any suspension or delays in the execution of instructions arising from compliance with duties imposed upon it by law or by regulatory requirements or as a result of Sanctions or a Force Majeure Event..

2. Notification of Important Changes

a) Name or Address

Clause 11.

(1) The Client shall provide the Bank with all information the Bank shall consider necessary for conducting the banking relationship and/or prescribed by any law or regulation and to execute all documents as reasonably requested by the Bank from time to time (such as, relevant powers of attorney or statements of personal information) in order to conduct the banking relationship. The Client shall promptly notify the Bank in writing of any change in circumstances which may cause the information provided to the Bank to become incomplete or inaccurate. The Client has in particular the obligation and undertakes to promptly notify the Bank of any changes regarding the name(s)/company name, residence address/registered office, address(es) of residence for tax purposes or tax domicile, tax identification number (TIN), nationality/nationalities, legal entity type and any contact details, such as telephone number(s), fax number(s) and email address(es) in respect of the Client and/or of any other person(s) involved in the banking relationship, such as the beneficial owner(s) (if different from the Client), any controlling person(s), as applicable, authorized representative(s) and/or person(s) holding a power of attorney. The Bank is entitled to rely on the information received from the Client until updated information has been provided by the Client.

(2) If the Client fails to notify the Bank of any change of the before mentioned contact details, any written notifications issued by the Bank shall be deemed received if they are sent to the address most recently advised to the Bank by the Client. If correspondence is returned to the Bank endorsed "Addressee unknown" or "Moved," the Bank will be entitled to retain this and any further correspondence, until the Bank is informed in writing of the Client's new address. The Bank is entitled to charge appropriate fees for retaining the correspondence and may debit such fees from the Client's account. Correspondence returned to the Bank due to non-delivery may be destroyed by the Bank after a period of 24 months after the correspondence has been returned to the Bank.

b) Authorized Signatories

Clause 12.

(1) The Client shall notify the Bank without undue delay in writing of any cancellation or of changes relating to any power of representation notified to the Bank – including the authority to operate and/or sign on an account (Clauses 35 and 36) – and shall provide appropriate documentary evidence in this regard.

(2) Any power of representation advised to the Bank shall remain in force in the previous scope until written notification of its revocation or amendment is received, unless such revocation or amendment was already known to the Bank or was not known to the Bank due to the Bank's gross negligence. The same shall apply, in particular, also if the cancellation or change relating to such power of representation is registered in a public register and was duly published.

c) Legal Capacity; Dissolution of a Company

Clause 13.

The Bank shall be notified without undue delay and in writing of any loss of and any reduction in the Client's capacity to enter into legal transactions. If the Client is a company or a legal entity, a dissolution or the beginning or process of dissolution of the same shall be notified to the Bank without undue delay.

d) Financial Situation, Knowledge and Experience

Clause 14.

The Client is obligated to notify the Bank of any change which affects his financial circumstances and which, in particular, has or may have an effect on the assessment of the suitability/appropriateness of an investment recommendation, asset management service or other investment services to be provided by the Bank for the Client. If the Client fails to notify the Bank of such changes and/or of knowledge and experience of investment matters accumulated in business relationships with other banks while his business relationship with the Bank is ongoing, then such changes, knowledge and experience can probably not be taken into account by the Bank when assessing the suitability or appropriateness of future services. This may result in disadvantages suffered by the Client.

3. Clarity of Instructions, refusal of instructions

Clause 15.

(1) The Client shall be responsible for issuing clear and unambiguous instructions to the Bank. Modifications, confirmations and reminders shall expressly be marked as such. The Bank is entitled to delay, suspend or refuse to execute instructions if there are any doubts as regards the instruction (in particular regarding the identity of the instructing party or the beneficiary), or if there are other good reasons to do so (e.g., if an instruction relates to transactions or products that the Bank does not usually offer, if the Client has violated his obligations towards the Bank, or if the Client's instruction is not covered by sufficient funds). In cases where instructions are incomplete or unclear, the Bank may also suspend execution of the same until it receives the necessary additional information or clear instructions.

(2) If the Client wishes to give special instructions to the Bank regarding the execution of orders, these shall be notified to the Bank separately and explicitly; if the order is placed using a form, the instructions shall be notified separately, i.e. not on the form. This shall apply, in particular, if execution of the order is especially urgent or subject to certain periods and deadlines. Without prejudice to paragraph 1 and the aforesaid, instructions that are time-critical or involve deadlines shall be issued promptly in advance (at least 2 Bank Business Days for Payment Services).

4. Raising of Objections

Clause 16.

(1) The Client shall check all notifications received from the Bank (such as order confirmations concerning financial instruments, communications regarding the carrying out of the same

and confirmations of transactions; statements of account; closing statements and any other statements concerning e.g. lending and foreign currency business; statements of securities in safekeeping accounts) without undue delay to ensure they are complete and correct and shall notify the Bank without undue delay of any objections. If the Bank receives no written objection to such statements within two months, the statements by the Bank shall be deemed approved. The Bank shall notify the Client of the relevance of his/her conduct in this respect at the beginning of each such period. In case the Client is a consumer, the Client has however the right to submit a complaint in accordance with the Client Information Booklet.

(2) In case of Payment Transactions, claims and objections of Clients being consumers in relation to an unauthorized Payment Transaction or to the non-execution or incorrect (including late) execution of an authorized Payment Transaction are excluded if the Client has not notified the Bank without undue delay upon detecting such unauthorized, non-executed or incorrectly executed Payment Transactions and no later than 13 months after the relevant debit date. These time limits shall not apply if the Bank has failed to notify the Client about or has failed to make available to the Client the information provided for in Clause 6 (3) of these General Conditions regarding the relevant Payment Transactions. This provision shall not preclude other claims of the Client for correction.

For entrepreneurs, the above period shall be reduced from 13 months to 3 months.

5. Notification in Case of Non-Receipt of Communications

Clause 17.

The Client shall notify the Bank without undue delay if he does not receive regular notifications from the Bank (e.g. closing statements or statements of securities) or other communications or mail from the Bank which the Client would expect to receive according to the specific circumstances, within the period of time normally to be expected for the agreed method of communication.

6. Translations

Clause 18.

Any foreign-language documents shall be presented to the Bank also in a German translation certified by a court appointed and certified interpreter if the Bank so requires.

7. Adherence to Legal and Regulatory Provisions Applicable to the Client – no Tax, Legal or Accounting Advice by the Bank

Clause 19.

(1) The Client shall ensure that legal and regulatory provisions applicable to him by reason of his citizenship or residence are adhered to at all times. This implies also the respect of applicable tax rules and the filing of tax returns in conformity with the legal obligations the Client is subject to. The Client has the obligation and undertakes to ensure that the beneficial owner (if different from the Client), beneficiary, settlor, protector and/or any other person involved in the banking relationship in a similar role complies with the rules and obligations such person is subject to in this respect.

(2) The Bank does not offer any tax, legal or accounting advice. Other advice and information provided to the Client by the Bank shall not be construed as tax, legal, or accounting advice, and the Client may not rely on such advice or information with respect to any legal, tax or accounting aspects. The client should consult with his own tax, legal, and/or accounting advisor before making or refraining from making any investments or participating in any structures or transactions.

F. Place of Performance; Choice of Law; Legal Venue; Unenforceability of Individual Provisions**1. Place of Performance****Clause 20.**

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

2. Choice of Law**Clause 21.**

(1) All legal relations between the Client and the Bank shall be subject to Austrian law, with the exception of its reference provisions.

(2) With respect to Clients qualified as consumers under another country's law, such country's mandatory laws are applicable and the laws protecting consumers of such jurisdiction shall be applicable to the extent they provide for a higher level of protection under such applicable law than the applicable laws in Austria and the provisions of these General Conditions.

3. Legal Venue**Clause 22.**

(1) An entrepreneur may only take legal action against the Bank at the competent court which has subject-matter jurisdiction at the domicile of the Bank's registered office in Vienna, Austria. This shall also be the legal venue for legal actions taken by the Bank against an entrepreneur, although the Bank shall also be entitled to assert its rights in every other court having local jurisdiction and jurisdiction over the subject-matter.

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

(3) The relevant laws applicable in relation to Clients qualified as consumers under another country's law may allow those Clients to file a claim at another court in their country.

4. Unenforceability of Individual Provisions**Clause 23.**

If a provision in the General Conditions or in the specific terms and conditions or in other agreements concluded between the Bank and the Client becomes unenforceable or null and void, this shall not render the remaining provisions unenforceable or null and void.

As regards entrepreneurs, the unenforceable or null and void provision shall be replaced by an enforceable provision whose meaning and purpose most closely approximate the unenforceable or null and void provision in a business sense.

G. Duration of the Contract; Termination of the Business Relationship**Clause 24.**

The General Conditions are concluded for an indefinite period.

1. Ordinary Termination of Business Relationships with Entrepreneurs**Clause 25.**

Unless an agreement has been concluded for a definite period of time, the Client may terminate the entire business relationship or individual parts thereof at any time giving one month's written notice. Unless an agreement has been concluded for a definite period of time, the Bank may terminate the entire business relationship or individual parts thereof at any time giving two months' notice.

2. Ordinary Termination of Business Relationships with Consumers

Clause 26.

- (1) The Client may terminate a framework contract for Payment Services at any time subject to a period of notice of one month. Such termination is free of charge if the Client is a consumer and the contract has been in force for at least 6 months. The right to terminate a framework contract for Payment Services free of charge and without notice if the Bank proposes an amendment to the General Conditions (Clause 2) shall remain unaffected by this provision.
- (2) The Client may terminate credit agreements concluded for an indefinite period free of charge in writing at any time subject to a period of notice of one month.
- (3) The Client may terminate all other agreements concluded with the Bank for an indefinite period at any time in writing with a reasonable notice period.
- (4) Unless a fixed-term agreement is in existence, the Bank may terminate the entire business relationship or individual parts thereof at any time giving two months' notice. Such termination shall be communicated in writing or via another durable medium as agreed.

3. Termination for Cause

Clause 27.

- (1) The Bank and the Client shall be entitled to terminate the business relationship or individual parts thereof at any time with immediate effect for important reason, notwithstanding any agreements specifying a fixed period.
- (2) Important reasons entitling the Bank to terminate the business relationship are, in particular if
- the financial situation of the Client or of a co-debtor deteriorates or threatens to deteriorate and the fulfillment of obligations to the Bank is jeopardized as a result thereof,
 - the Client furnishes materially incorrect or incomplete information regarding his assets or financial situation or regarding any other material facts or circumstances;
 - the Client does not comply with his obligation to provide information to the Bank and/or to execute documents as reasonably requested by the Bank for the purpose of conducting the banking relationship;
 - the Client fails or is unable to fulfill his obligation to provide or increase collateral within the reasonable period set by the Bank;
 - the Bank is no longer permitted to maintain a banking relationship or related assets due to legal, regulatory, or product- specific reasons; or
 - the Bank requires the cooperation of the Client to meet statutory, regulatory or contractual obligations towards third parties, and the Client violates his cooperation/information obligations arising from his business relationship with the Bank. This especially applies to the obligations resulting for the Bank from the Foreign Account Tax Compliance Act ("FATCA") and/or similar regulations. The Bank has decided to opt out of FATCA and is therefore not allowed to enter into or maintain a business relationship with Clients qualifying as US Persons in the meaning of FATCA.

4. Legal Consequences

Clause 28.

- (1) Upon termination of the entire business relationship or individual parts thereof, the amounts owed there under shall immediately become due and payable. In addition, the Client shall be obliged to release the Bank from all liabilities which were assumed by the Bank on his behalf.
- (2) Furthermore, the Bank shall be entitled to terminate all liabilities assumed for the Client, and to settle the same on behalf of the Client and to immediately cancel any amounts which were credited subject to collection. The Bank may assert claims relating to securities/financial instruments, especially bills of exchange and checks, to cover any outstanding debit balances.
- (3) The Bank may – but shall not be obliged to – execute any instructions already issued.
- (4) The Client shall provide to the Bank appropriate instructions for the transfer of assets held with the Bank within thirty days of notification of the termination of the account relationship. After this period has expired, but not before expiration of the notice period in case

of an ordinary termination, the Bank may, and the Client hereby already instructs the Bank to, at any time sell all financial instruments or other assets that it holds in safekeeping for the Client and convert all claims for cash receivables into a single currency, giving as much consideration as possible to the Client's interests. The Client is aware of the fact that said sale/conversion may result in disadvantages with regard to any settlement process in which the Client is involved, for example income lost as a result of the unfavorable timing of the sale etc.

(5) Charges and expenses remain due even after the business relationship has been terminated and until complete settlement. In the event of a termination of the entire business relationship or individual parts thereof, the Bank shall reimburse charges for Payment Services paid in advance for a specific period to Clients who are consumers on a pro-rated basis.

(6) These General Conditions shall remain in force even after termination of the business relationship until full settlement thereof.

(7) Even after termination, the Bank is entitled to accept incoming payments and assets on behalf of the Client insofar as the Client has debts arising from the banking relationship.

H. Right to Deny Drawdown of Loans

Clause 29.

(1) The Bank may deny payment of a credit amount for objectively justified reasons.

(2) Objectively justified reasons in the meaning of paragraph one shall be deemed to exist when, following the conclusion of the agreement,

- conditions arise which indicate a deterioration of the borrower's financial situation or a devaluation of the pledged collateral to an extent that would jeopardize the repayment of the loan or the payment of interest even if the collateral were to be liquidated, or
- the Bank has an objectively justified reason to believe that the credit amount is being used by the borrower in a way that violates the agreement or the law.

(3) The Bank shall inform consumers of such intentions immediately on paper or on another durable medium, and shall cite the reasons. The reasons shall not be cited if doing so would jeopardize public safety or public policy.

2. Professional secrecy and data protection

1. Data protection

Clause 30.a.

(1) The Bank may collect and/or otherwise process all information, including documentation ("**Personal Data**"), relating to clients who are **natural persons**, and any other natural person(s) involved in the business relationship (e.g., authorized representative(s), person(s) holding a power of attorney, beneficial owner(s), if different from the Client), any natural person who exercises control over an entity (control is generally exercised by any natural person who ultimately has a controlling ownership interest in an entity, and any person for the benefit of which the client is holding an account as agent, nominee or similar (each an "**Affected Person**") as further specified in a separate document (as amended from time to time) provided to the client entitled "**Data Protection Information**". The Data Protection Information is a part of the Client Information Booklet. The Bank shall notify the Client of amendments made in the Data Protection Information and may provide an internet link which the Client can use to access the Data Protection Information.

(2) The Data Protection Information includes information about all data processing activities relating to the Client and Affected Persons(s) (as the case may be), the purposes for which the Bank may process Personal Data, the legal basis for processing the Personal Data, data subjects rights and, as the case may be, data recipients or categories of data recipients ("**Data Recipient(s)**"). The Client acknowledges that he is obligated to provide the Data Protection Information (as amended from time to time) to the Affected Person(s) (if any).

2. Professional Secrecy

Clause 30.b.

(1) In order to facilitate, enable and maintain, the business relationship between the Client and the Bank, as well as for the purposes detailed in the Data Protection Information, the Client hereby authorizes and instructs the Bank to disclose any information relating to the Client (**individual and non-individual persons**) and Affected Persons (if any), including documentation, entrusted to the Bank ("**Client Information**") to the data recipients specified in the Data Protection Information for as long as necessary for the relevant purposes (referred to hereinafter as "**Instruction**"). The Client confirms having obtained the consent of Affected Persons (if any) to extend the Instruction to Affected Persons (if any). For the avoidance of doubt, any Client identifier allocated by the Bank to the Client (e.g. the CIF) is not considered to be Client Information.

(2) The Client furthermore agrees to the outsourcings, including the disclosure of Client Information to the data recipients, as described in the Data Protection Information. The Client acknowledges that Client Information which is disclosed to data recipients by the Bank may also be related to Affected persons, as the case may be, and confirms having obtained their related consent.

(3) The Client further agrees and acknowledges that Client Information may be processed, held and stored by the data recipients, at their respective premises in their respective countries, and that such Client Information may be subject to the laws and regulations of these countries and that the Client Information, once it is disclosed to and processed by the data recipients, may no longer be protected by Austrian professional secrecy and confidentiality standards applicable to the Bank, but may be subject to professional confidentiality and confidentiality standards applicable to the relevant data recipient. In particular, under such laws and regulations the data recipients may be compelled to disclose Client Information to any regulatory, governmental, tax, supervisory and/or judicial authorities or agencies or other third parties in such countries. The Bank shall not be liable for any consequences resulting from the disclosure of Client Information and the Client will bear all consequences resulting from the disclosure thereof under this Instruction. Furthermore, laws and regulations in countries outside Austria may not necessarily offer the same level of confidentiality, or bank-client confidentiality as Austrian laws and regulations do. The Client hereby waives any confidentiality obligations that the Bank may have to the Client for the purpose of allowing the above-mentioned disclosure by the Bank to the data recipients for the purposes detailed in the Data Protection Information.

(4) For the avoidance of doubt, the client acknowledges that the Bank, by disclosing Client Information in accordance with this Clause 30.b. and/or the Data Protection Information, is not violating any bank-client confidentiality laws and releases the Bank and any other entity of the Credit Suisse Group, their governing and supervisory bodies, employees and other persons being at the Bank's/the Credit Suisse Group entity's service from all liability in connection with the disclosure of Client Information and accepts responsibility for all claims, consequences and damages which could arise as a result of any use of the Client Information by the respective Data Recipient or any other third parties.

(5) For the purposes outlined in the Data Protection Information, in order to share, disclose and/or transfer Client Information, the Bank may use any means of communication, including electronic means (such as email). The client is aware of all risks which could result or arise from the use of such electronic communication and agrees to bear the risks of such electronic communication being intercepted and used by an unauthorized third party as well as the risks related to any incident which may temporarily affect the transmission of Client Information (e.g., technical malfunctions or interruptions of the IT and telecommunication services used by the Bank).

Clause 31.

Generally worded information regarding the financial situation of a company, as it is customary in the banking business, will, as far as the Bank is not obliged to render such information, only be provided on a non-binding basis and towards entrepreneurs furthermore only in writing.

3. Opening and administration of current accounts and safekeeping accounts

A. Scope

Clause 32.

Unless otherwise provided, the following rules regarding current accounts shall also apply to safekeeping accounts.

B. Opening of a Business Relationship

Clause 33.

When opening a banking relationship the future account holder shall prove his identity. The Client shall submit all documents requested by the Bank in accordance with the legal requirements, including documents which identify the beneficial owner and any other document or information which the Bank deems necessary in order to fulfill anti-money-laundering or other regulatory obligations the Bank is subject to. Accounts shall be kept under the name or the company name of the account holder and a number, or a special designation and a number.

C. Specimen Signatures

Clause 34.

Persons who are to be authorized to operate or sign on an account shall deposit their signature with the Bank. Based on the signatures deposited, the Bank shall permit written dispositions within the scope of the business relationship.

D. Authority to Operate and Sign

1. Authority to operate

Clause 35.

Only the account holder shall be entitled to make dispositions regarding the account. Only persons whose power of representation is provided for by law or who have explicitly been granted a written power of attorney to operate the account shall be entitled to represent the account holder. Such persons shall prove their identity and power of representation.

In the case of powers of attorney issued as a precaution ("Vorsorgevollmachten"), whose effectiveness (in particular when a person becomes legally incapacitated) has been recorded in the Austrian Central Register of Powers of Representation ("Österreichisches Zentrales Vertretungsverzeichnis"), a general power of attorney to operate the accounts of the grantor of the power of attorney shall suffice.

2. Authority to sign

Clause 36.

(1) The account holder may expressly and in writing grant third parties the authority to sign on the account. Authorized signatories shall provide the Bank proof of their identity. Authorized signatories shall only be authorized to make and revoke dispositions within the drawing limit of the account.

(2) The authority to sign on a safekeeping account also includes the power to buy and sell financial instruments within the scope of coverage available and in conformance with the account holder's investment objectives and willingness to take risk pursuant to the Austrian Securities Supervision Act (Wertpapieraufsichtsgesetz). (3) The Bank is entitled to refuse to execute instructions from an authorized representative for reasons related solely to the authorized representative, as if the authorized representative himself were the account holder.

E. Special Types of Account

1. Joint Accounts with Individual Signing Authority

Clause 37.

(1) An account that is opened for several account holders may be operated as a joint account where each individual account holder has individual signing authority ("or-account"). In this case, each account holder may make dispositions regarding the account independently of the other account holder(s) and may enter into any agreements relating to the account which may also result in debits being made to the account. Such authority also includes the power to buy and sell securities within the scope of the joint investment objective and risk willingness of all securities account holders ascertained in accordance with the Austrian Securities Supervision Act.

(2) Each individual account holder or authorized signatory shall explicitly be authorized to obtain and/or receive from the Bank information and communications relating to the joint account.

(3) Each account holder or authorized signatory is authorized to receive communications for all other account holders. The Bank shall be deemed to fulfill its obligation to inform all account holders in accordance with the Austrian Securities Supervision Act if the respective warnings and information on risks are provided by the Bank to one account holder or authorized signatory.

(4) All account holders shall be jointly and severally liable for any liabilities relating to the account.

(5) The consent of all account holders shall be required for the conclusion and amendment of loan agreements relating to the account. However, each account holder shall be authorized to draw individually on loans of any type granted to the joint account and to utilize temporary overrunning facilities within the Bank's customary level.

(6) Authorized signatories may only be appointed by all account holders acting jointly. Revocation by one account holder results in cancellation of the signing authority.

(7) The account may only be closed by all account holders together (for the exception relating to death, see paragraph 9 below).

(8) Each account holder may revoke the individual signing authority of another account holder at any time with respect to future transactions. Following such revocation, the account holders may only operate the account jointly.

(9) Following the death of an account holder, the powers of the other account holder(s) shall remain unchanged. However, the surviving account holder(s) may close the account without involving the heirs. In case of revocation by an heir, the powers of disposal are then restricted to all the co-heirs and the surviving account holder(s) acting on a joint basis.

(10) The provisions regarding the death of an account holder shall apply as appropriate to the legal incapacity of an account holder in relation to his representative(s).

2. Joint Accounts with Joint Signing Authority

Clause 38.

(1) An account with several account holders may be operated as a joint account with joint signing authority ("and- account"). The account holders may only alter such signing authority if they act jointly.

(2) Each individual account holder or authorized signatory is explicitly authorized to obtain and/or receive from the Bank information and communications relating to the joint account.

(3) Each account holder or authorized signatory is authorized to receive communications for all other account holders. The Bank shall be deemed to fulfill its obligation to inform all account holders in accordance with the Austrian Securities Supervision Act if the respective warnings and information on risks are provided by the Bank to one account holder or authorized signatory.

(4) All account holders shall be jointly and severally liable for liabilities relating to the account.

(5) Authorized signatories may only be appointed by all account holders acting jointly. Revocation by one account holder results in cancellation of the signing authority.

(6) After the death of one account holder, the other account holders may only operate the account jointly with the heirs.

(7) A similar stipulation applies to the legal incapacity of an account holder in relation to his/her representative(s).

3. Current Accounts

Clause 39.

- (1) The Client may open current accounts in different currencies.
- (2) Each current account shall be associated with one IBAN.
- (3) The IBAN of a current account shall steer the booking of outgoing payments. The IBAN or the account number of a current account shall steer the booking of incoming payments, unless the Client instructs otherwise. Where necessary, currency conversions will be carried out in the context of such payments.
- (4) Amounts in all major currencies may be debited from and credited to the current accounts held at the Bank in relation to any Payment Service offered by the Bank.
- (5) Currency conversions are carried out at the applicable exchange rate stated in the Table of Fees and Commissions.
- (6) Incoming payments generated through transactions with respect to assets held on safekeeping accounts (e.g. dividend or interest payments) shall be steered on the basis of the Client's explicit instructions. The Client shall determine a specific current account to be used in order to credit such payments. If the currency of such payments does not match the currency of the designated current account, the amount of the payment shall automatically be converted into the currency in which the relevant current account to be credited is held. If the Client has not provided an explicit instruction, the Client's current account held in the reference currency will be credited after currency conversion where necessary.
- (7) Interest, fees and commissions are debited from the Client's current account held in the reference currency (after currency conversion where necessary).

F. Closing Statements for Current Accounts and Safekeeping Account Statements

Clause 40.

- (1) Unless otherwise agreed, the Bank shall balance current accounts on a quarterly basis. Any interest accrued in and charges due for the respective quarter shall be included in the closing balance, which shall subsequently continue to accrue interest ("compound interest"). Statements of securities held in safekeeping accounts shall be prepared once per year.
- (2) The statement of account, including the settlement invoice/statement of securities, shall be made available for the Client at the Bank.

G. Credits, Debits and Right of Cancellation

Clause 41.

- (1) In case a current account agreement has been concluded, the Bank is bound and irrevocably entitled to accept the remittance of funds (other than physical cash) on behalf of the Client and to credit such funds to his current account(s). The Bank shall execute an order to place an amount at a Client's disposal by crediting the amount to the current account of the relevant payee, unless otherwise provided for in the order.
- (2) Where the Client is the payee in a Payment Transaction, the Bank is entitled to deduct its own charges from the amount to be credited. In case of Payment Transactions in Euro or in another EEA currency within the EEA, the Bank shall report separately on the amount of the Payment Transaction and on the deducted charges.
- (3) The Bank shall put amounts to be credited to a current account at the Client's disposal immediately after they have been credited to the Bank's account, where, on the part of the Bank, there is (a) no currency conversion or (b) a currency conversion between two EEA currencies. In this case, the date on which the amount is credited to the Client's current account corresponds to the value date attributed to such amount when credited to the Bank's account. The credited amount shall be deemed to have been put at the Client's disposal even if the balance of the account remains negative.
- (4) Where the Client is the payer in a Payment Transaction the Bank may deduct its own charges from the amount to be transferred, except in case of Payment Transactions in EEA currencies where the payee's payment service provider is also located within the EEA.
- (5) The date on which the Bank debits a Client's current account corresponds to the value date of the debit.
- (6) The Bank may cancel at any time credits it has made by its own mistake. In other cases the Bank shall cancel the credit only if it has been provided with clear evidence on the fact that

the credit transfer order is not valid. An intermediate closing of accounts does not affect the right of cancellation. If there is a right of cancellation, the Bank may deny any disposal by the Client of the amounts credited.

(7) The Bank shall inform the Client without undue delay of cancellation and correction bookings. For the purposes of calculating interest, the Bank shall backdate such bookings to the date when the erroneous booking was made.

(8) If a current account shows a debit balance after a cancellation or correction booking, interest for overrunning shall be due with no further formalities as from the actual date when the current account was overdrawn.

(9) Insofar as a payer's payment service provider in a Payment Transaction raises a claim for repayment against the Bank in the context of a payer's claim for refund, the Bank, in case the payment amount has already been credited to the client's current account, shall irrevocably be entitled to debit the client's current account with the amount claimed. As the case may be, the client may challenge the legitimacy of the payer's claim for refund by acting against the payer or the payer's payment service provider directly.

H. Credit Entry "Subject to Collection"

Clause 42.

(1) If the Bank credits to the Client's account any amounts which the Bank has to collect on behalf of the Client (especially collection of checks, bills of exchange and other instruments, etc.), or any amounts which shall be transferred to the Client's account, and if such credit entries are made before the amount to be collected or transferred is received by the Bank, the credit of such amounts is only made subject to actual receipt of the credited amount by the Bank. This shall also apply if the amount to be collected should be payable to the Bank.

(2) Due to this reservation, the Bank shall be entitled to reverse such credit entries by means of a simple entry if the collection or transfer has failed or if it is to be expected that, due to the financial position of the debtor, administrative intervention or for other reasons, the Bank will not receive the amount to be collected or transferred.

(3) This reservation may also be exercised if the amount credited was collected abroad or transferred from abroad and the Bank is re-debited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with a foreign bank. (4) As long as the reservation is in force, the Bank shall also be entitled to deny the Client to dispose of the credited amounts. The reservation will not be eliminated by the balancing of accounts.

I. Debit Entries

Clause 43.

(1) In the event of credit transfer orders including standing orders, debit entries shall only be considered a confirmation that the instruction has been executed if the entry was not reversed within 2 Bank Business Days for Payment Services.

(2) Checks and other payment instructions are deemed collected if the debit entry on the Client's current account is not reversed within 2 Bank Business Days for Payment Services, unless the Bank has notified the presenter that payment has been made or unless payment has already been made in cash.

4. Overrunnings

Clause 44.

The provisions applying to overrunnings within the meaning of the Austrian Consumer Credit Act (Verbraucherkreditgesetz) are contained in Special Terms and Conditions for Overrunnings.

5. Charges for services and reimbursement of expenses. Interest and exchange rates

A. Compensation principle

Clause 45.

(1) Without prejudice to statutory or contractual provisions, the Bank is entitled to receive appropriate compensation from the Client for the services it provides, particularly in the form of interest, fees and commissions. The compensation for certain typical services provided by the Bank, including charges and exchange rates for Payment Transactions, is stated in the Table of Fees and Commissions submitted to the Client at the time of entering into a banking relationship with the Bank.

(2) To the extent that, in the context of its business relationships with other professionals, the Bank may receive payments from parties other than the Client ("Inducements") in accordance with applicable law with respect to transactions carried out on behalf of the Client, it is agreed that such Inducements accrue to the Bank. In determining the applicable fees and commissions the Bank has considered that it may receive Inducements in relation to its services.

(3) Unless otherwise agreed by the parties, credit balances on a current account do not accrue interest. Clients not being consumers acknowledge and agree that depending on the reference rates applicable from time to time, negative interest may be applied by the Bank on credit balances on the current account without specific agreement.

B. Changes in Charges

Clause 46.

(1) The Bank reserves the right to change the charges applicable to the Client, including interest rates, commissions and other expenses as well as exchange rates at any time. The Client undertakes to consult the Bank regarding its charges and exchange rates for any intended transaction. The Client is deemed to have accepted the applicable charges and exchange rates merely by executing transactions with the Bank, unless provided otherwise by these General Conditions or explicitly agreed.

(2) In relation to changes to charges and/or exchange rates relating to Payment Services, the procedure set out in Clause 2 of these General Conditions shall apply. However, changes to such charges and exchange rates may be applied immediately and without the Client being notified in advance by the Bank insofar as the changes are based on changes in the reference interest rates or reference exchange rates agreed with the Client. The reference interest rate used as a basis for calculating the interest comes from a publicly available source.

The reference exchange rate for currency exchanges is made available by the Bank or comes from a publicly available source. Information on changes to the interest rates shall be made available to the Client either on paper at the premises or or via a notification to the Client. In addition, changes to interest rates or exchange rates that are in favor of the Client, may always be applied immediately without notifying the Client.

C. Reimbursement of Expenses by Entrepreneurs

Clause 47.

The Client who is an entrepreneur shall bear all necessary and useful expenses, disbursements and costs arising from the business relationship, especially stamp duties and legal fees, taxes and other levies, postal charges, insurance costs, the cost of legal representation, collection and enforcement, financial consulting, telecommunication charges, and the cost of obtaining, valuing, administering, realizing or releasing collateral. The Bank may invoice such expenses as an overall amount without specifying the individual amounts unless the Client explicitly requests an itemized list. The Bank may debit any such expenses directly from the Client's account. If the Client's account shows a debit balance after such debit, interest for overrunning shall be due with no further formalities.

D. Amendment to Loan and other Agreements relating in particular to the applicable Interest Rate Fallback Provisions and related Amendment Process, Fallback Plan

Clause 48.

(1) Any variable debit interest rate applicable to interest payments, fees, commissions, costs etc. due by the Client to the Bank shall be determined on the basis of a reference interest rate plus a margin. Wherever a reference interest rate complying with the requirements of the Regulation (EU) 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "Benchmarks Regulation") shall be applicable, the Client acknowledges that the Bank is a user (and not an administrator or a contributor within the meaning of the Benchmarks Regulation) of the relevant reference interest rate, and therefore does not influence its determination in any way.

(2) In the event that the reference interest rate used for the calculation of interest incurred by the Client is, or is likely to be, by a specified future date,

- (i) unavailable, no longer available or no longer published, or
- (ii) following a public announcement by the authority that manages such reference rate, or by a successor authority, permanently discontinued or no longer representative or no longer used, or
- (iii) no longer compliant with applicable laws and regulations, or
- (iv) no longer the market standard on the interbank offered rate market, or
- (v) modified in a way affecting its definition and/or its composition and/or its methodology which could affect the value of such reference rate due to a change or future change announced by the administrator of such reference rate to occur by a specified future date, in the methodology, formula or other means of determining such reference rate, (each a "Reference Rate Replacement Event"), the Bank may also initiate amendments to the terms of any loan agreement entered into by the Client and the Bank (the "Loan Agreement") including, without limitation, the reference interest rate and the margin, subject to and in accordance with paragraphs (4) to (6) below.

(3) The Client and the Bank acknowledge that the occurrence of any Reference Rate Replacement Event may have adverse consequences on the economics of the lending transaction contemplated under the Loan Agreement.

(4) Upon the occurrence of a Reference Rate Replacement Event, the Bank may propose changes related to the reference interest rate and the margin, as the case may be, and affecting the Loan Agreement, which may include, without being limited to, the following changes:

- (i) swapping from the currently applicable reference interest rate to a replacement rate; or
- (ii) introducing a new charge or credit adjustment spread, or changing the margin – for example, this might be done to ensure that swapping to a replacement rate does not leave the Bank financially worse off; or
- (iii) changing the methodology by which interest is calculated; or
- (iv) consequential changes to the terms of the Loan Agreement to ensure the documents work properly and make sense once other types of changes referred to above have been made. This might include changing definitions that no longer make sense or making changes to ensure the document is consistent with the way a relevant replacement rate works.

(5) For any new reference interest rate the following shall apply:

- (i) In the case where a regulator, court, applicable law or the authority, or successor authority, discontinues the reference rate by endorsement of a new reference rate as the market standard on the interbank offered rate market, such new reference rate shall automatically replace the existing reference rate.
- (ii) Where no new reference rate is endorsed by the authority, or successor authority, the new reference interest rate to be used shall be that which in the Bank's reasonable opinion comes as close as possible in its economic content to the suspended or discontinued reference interest rate. As a consequence of the adjustment, the reference interest rate may increase or decrease.
- (iii) The Bank upon implementation of the new reference rate, may, based on objectively justifiable criteria, apply a risk premium and/or other margin adjustment required to preserve the initial economics of the lending transaction under the Loan Agreement. In this case, the Bank shall in particular take into consideration the prevailing conditions

on the money and capital markets, any market practice and the specifics of the Loan Agreement including its duration. The Client will be informed about any such risk premium and/or other adjustment.

- (iv) Any provision under the Loan Agreement relating to the flooring of the reference interest rate remains applicable.
- (v) As a consequence of the implementation of the proposed amendments, in particular the replacement of the reference interest rate and the application of any risk premium and/or other adjustment to the spread, as the case may be, the interest rate may increase or decrease.

(6) Upon the occurrence of a Reference Rate Replacement Event, the Bank shall as soon as reasonably possible notify the Client in writing about the proposed changes (the "Proposed Amendments"), shall explain them and why they are being made, and shall, by observing a reasonable notice period of at least 2 months, inform about the proposed date on which these amendments will become effective (the "Proposed Amendment Date").

This written notice shall contain a copy of the proposed amendment agreement to the Loan Agreement setting out the Proposed Amendments and shall also inform the Client that:

- (i) unless the Client has objected in writing to the Proposed Amendments prior to the Proposed Amendment Date, the Proposed Amendments will become part of the Loan Agreement and the Bank will implement the Proposed Amendments with effect from the Proposed Amendment Date; and
- (ii) if the Client does not wish to accept the Proposed Amendments, the Client has the possibility to terminate the Loan Agreement by sending written objections to the Bank to be received by the Bank prior to the Proposed Amendment Date. Following such termination, the Client will have to repay, within a reasonable time period set by the Bank, the principal amount outstanding under the loan(s), together with any accrued but unpaid interest and any other amounts outstanding under this Agreement, as of the date of the Client's repayment. No additional charge, penalty, premium or break costs will be payable by the Client for repaying the outstanding loan amount(s) in accordance with this paragraph, it being understood that the Proposed Amendments will not entail a novation of the Loan Agreement of which all other provisions remain applicable, and will not result in a new credit offer being made by the Bank to the Client.

(7) Any Loan Agreement entered into by the Client and the Bank is amended by the above paragraphs (2) to (6).

(8) The above provisions apply also to any other agreement entered into by the Client and the Bank for which a debit interest rate applies which is based on a reference interest rate.

(9) The Bank has, in accordance with the Benchmarks Regulation, established and keeps up-to-date a robust plan for the occurrence of a specific Reference Rate Replacement Event (the "Fallback Plan"). This Fallback Plan sets out the internal procedures and processes to be followed, and actions to be taken, by the Bank in particular in the event that a reference interest rate is discontinued, ceases to be provided or available, or is materially amended. The Fallback Plan ensures that the Bank, in coordination with CREDIT SUISSE GROUP, identifies and analyses available alternative reference interest rates, considers market practice to the extent possible and performs an impact assessment when determining an alternative reference interest rate that will replace an existing reference interest rate.

6. Collateral

A. Provision of Collateral and Increasing of Collateral Change in Risk Assessment

Clause 49.

(1) If circumstances in business relationships with entrepreneurs, which justify an increased risk assessment of the claims vis-à-vis the Client, occur or become known subsequently, the Bank shall be entitled to demand the provision of collateral or an increase in the collateral provided within a reasonable period of time, taking into account its customary lending limits. This shall be applicable, in particular, if the Client's economic situation has deteriorated or is at risk of deterioration or if the value of the collateral deteriorates or is at risk of deteriorating. The Bank is authorized to cover inadequately secured positions with appropriate offsetting transactions.

(2) This shall also apply if no collateral was required when the claim originally came into existence.

B. Bank's Lien

Clause 50.

(1) The Client grants the Bank a lien over any assets and rights that, with the Client's consent come into the Bank's possession in connection with any transaction entered into with the Bank.

(2) The lien shall comprise, in particular, all attachable claims held by the Client against the Bank, such as credit balances. If the Bank's lien includes securities, the lien shall also include interest and dividend coupons pertaining to such securities.

Clause 51.

(1) The right of lien secures the Bank's claims against the Client under the business relationship, including any joint accounts, even if such claims are conditional, limited or not yet due. In case any third party in Austria or abroad (including, e.g., issuers or their legal successors, liquidators, receivers, administrators or similar officers) raises any claims against the Bank in relation to a transaction carried out on the behalf and for the account of the Client, the Bank's right of lien shall also serve as collateral for the Bank's claims against the Client for indemnification.

(2) The right of lien shall come into existence upon the Bank's taking possession of the respective asset to the extent that the Bank has claims under paragraph 1; otherwise at any later point in time when such claims arise.

Exemptions from the Lien

Clause 52.

(1) The right of lien shall not include assets and rights that the Client had designated for execution of a specific order before the lien came into existence, e.g. amounts designated to pay specific checks or bills of exchange, or for the execution of a specific credit transfer. This shall only apply for as long as the assets are designated for this purpose.

(2) Notwithstanding the existence of the right of lien, the Bank shall execute the Client's instructions to draw on credit balances for the benefit of third parties as long as the Client has not received a notification by the Bank that it is claiming the lien. Seizure of the credit balance shall not be considered a drawing by the Client.

(3) Further, the right of lien shall not refer to any assets which the Client has disclosed in writing to the Bank as escrow assets prior to the coming into existence of the lien, or which have come into the Bank's possession without any intention on the Client's part.

C. Release of Collateral

Clause 53.

Upon the Client's request, the Bank shall release collateral to the extent it has no justified interest in keeping it as security (taking into account the Bank's customary lending limits).

D. Realization of Collateral

1. Sale

Clause 54.

Collateral having a market price or stock exchange price shall be realized by the Bank in compliance with the relevant statutory provisions by selling them at such price by private contract.

Clause 55.

If the collateral does not have a market price or stock exchange price, the Bank may have it valued by an appraiser. The Bank shall notify the Client of the valuation together with a request to name a possible buyer within a reasonable deadline, who purchases the collateral within this deadline for at least the value estimated by the appraiser. If the Client does not name a buyer within the deadline or if the buyer fails to pay the respective price, the Bank shall have an irrevocable right to sell the collateral on behalf of the Client for at least the estimated value. The proceeds shall be used to repay the secured claim with the Client being entitled to the surplus, if any.

2. Enforcement and Out-Of-Court Auction

Clause 56.

The Bank shall also be entitled to realize the collateral by enforcement or - if it has no market price or stock exchange price - to sell it at an out-of-court auction.

3. Collection

Clause 57.

(1) The Bank shall be entitled to terminate and collect the claims of any type which were provided to it as collateral (including securitized claims) when the secured claim becomes due. Prior thereto, it shall be entitled to collect claims assigned to it as collateral when they become due. If there is an imminent risk of significant and permanent loss in value of a claim assigned as collateral, such claim may be terminated even prior to the due date. To the extent possible, the Client shall be notified thereof in advance. Amounts collected prior to the due date shall serve as pledge instead of the claim collected.

(2) The Bank is authorized at all times to convert the pledged assets into the currency of the Bank's collateralized claims once the collateralized claims have become due.

(3) The provisions of paragraph 1 shall not apply to wage and salary receivables of consumers which have been pledged as collateral for claims that are not yet due.

E. Right of Retention

Clause 58.

The Bank may refrain from providing services to the Client and retain payments it owes the Client as a result of claims arising from the business relationship even if such claims are not subject to the same legal relationship. Clauses 49, 50 and 51 shall apply as appropriate.

7. Offsetting and netting

A. Offsetting

1. By the Bank

Clause 59.

(1) The Bank shall be entitled to offset all of the Client's claims to the extent that they are attachable against all liabilities of the Client vis-à-vis the Bank. In case any third party in Austria or abroad (including, e.g., issuers or their legal successors, liquidators, receivers, administrators or similar officers) raises any claims against the Bank in relation to a transaction carried out on behalf of and for the account of the Client, the Bank's netting right shall also extend to the Bank's claims against the Client for indemnification.

(2) If the Client fails to fulfill a due payment obligation to the Bank or a promise to make payment to the Bank within the set period, the Bank may directly and immediately call in all the Client's liabilities towards the Bank, regardless of their legal nature and including fixed-term liabilities. Without prior notification of default, and, to the extent permitted by applicable law, in any order of preference which it deems fit, the Bank may also net such liabilities against the Client's assets at the Bank (valued according to the market value on the date of netting).

(3) In case of judicial execution or attachment measures, it is explicitly agreed that all the Client's liabilities shall be regarded as due immediately, and netting thereof against the client's assets shall be deemed to have taken place prior to such measures. To enable the Bank to perform a netting operation of this sort, the Bank is entitled, if necessary, to close a time deposit account prior to maturity.

(4) Notwithstanding the existing right to offset, the Bank shall execute instructions by the Client to draw on credit balances on his current account in favor of third parties as long as the Client has not received an offsetting statement. Seizure of the credit balance shall not be considered a drawing by the Client.

2. By the Client

Clause 60.

Within the legal limits, the Client shall only be entitled to offset his liabilities if the Bank is insolvent or if the Client's claim is related to his liability or has been determined by a court of law or recognized by the Bank. Entrepreneurs are authorized to offset against the Bank's claims only if their claims are determined by a final judgment or are undisputed.

B. Netting

Clause 61.

Notwithstanding the provisions of Section 1416 of the Austrian Civil Code (ABGB) and to the extent legally permitted by applicable law, the Bank may initially credit payments to claims due to the Bank to the extent no collateral has been provided for the same or if the value of the collateral provided does not cover the claims, whereby the Bank shall take the Client's legitimate interest into account. In this respect it is irrelevant when the individual claims have become due. This shall also apply to current account relationship.

8. Protection of the client's assets

Clause 62.

(1) If the Bank should become insolvent and if, in connection with insolvency proceedings of this sort, adequate financial instruments are not available in respect of one specific financial instrument, the Clients whose portfolios contain this financial instrument shall bear the loss proportionately, unless the loss can be covered by financial instruments of the same sort belonging to the Bank.

(2) If a sub-custodian or (central) securities depository is subject to insolvency proceedings, in a limited number of countries outside the European Union, financial instruments placed with a sub-custodian or (central) securities depository may, however, be considered assets covered by the insolvency proceedings, with the result that the depositor has no special right to the return of such instruments.

(3) In the event that paragraph 2 applies or if the Bank should, for any reason, only obtain a limited number of financial instruments of a certain category from the sub-custodian or (central) securities depository, and if this should not be sufficient to meet Clients' claims

to these financial instruments, it is agreed that these Clients shall bear the loss proportionately to the number of financial instruments of this category that they had placed in safekeeping.

(4) In certain states, all or some custodians have a right to claim collateral or liens or a right to offset the financial instruments entrusted to them or have safekeeping conditions that include apportionment of the loss in the event that their own custodian should fail. This may result in situations where the Bank cannot obtain sufficient financial instruments to meet its Clients' claims. In this case, the rules set out in paragraph 3 on proportionate allocation of the loss shall apply.

9. Deduction of taxes and other amounts, net payment obligation

Clause 63.

(1) The Client acknowledges that taxes, such as withholding taxes or stamp duties or other charges to which the Bank is subject and/or taxes or other charges which are claimed or debited by issuers, sub-custodians, or paying agents are to be borne by the Client. Such taxes and other charges may relate to statutory, regulatory or contractual obligations towards third parties. The Bank shall be authorized to deduct taxes and other charges taxes from payments owed to the Client, or debit the Client's account with such taxes and other charges.

(2) If a payment due by the Client is subject to taxes or other charges the Client shall pay such additional amounts to the Bank as shall be necessary to ensure that the Bank receives a net amount equal to the one it would have been received had no withholding been made ("**Net Payment Obligation**").

(3) The Client shall not assert any claims against the Bank on the basis of such deductions or Net Payment Obligations. The Bank shall disclose all such deductions to the Client accordingly.

(4) The Bank is not obligated to verify or ensure that taxes can be reduced or reclaimed. The Client is solely responsible for assessing the tax implications associated with the Client's assets/investments/transactions.

10. Blocking, delaying or refusing of transactions

Clause 64.

(1) The Bank may, in addition to its corresponding rights under Clause 15 (1) block the Client's account(s) with the Bank for transactions, suspend, delay or refuse the execution of transactions, or to take such other measures as it may deem fit upon extra-judicial opposition notified to the Bank by third parties on the assets of the Client; or if the Bank is informed, even unofficially, of any actual or alleged unlawful operations by the Client or by the beneficial owner of the account(s); or if there exists any third party claims on the assets held by the Client with the Bank; or as long as the Bank has not received to its full satisfaction the requested know-your-customer documentation from the Client; or as long as there is an injunction or order from any competent authority or court to freeze funds or any other specific measure associated with preventing or investigating crime; or in order to assess Sanctions requirements and/or ensure compliance with Sanctions.

(2) In the event of the account(s) being blocked, the Bank shall inform the Client, unless the provision of such information is prohibited by any European or national legislation.

(3) The Bank will unblock the Client's account(s) in case the reasons for the blocking have been dispelled to the full satisfaction of the Bank and do no longer exist.

(4) The Client will not be entitled to compensation due to the lawful blocking of an account, the suspension, delay or refusal of a transaction as provided for under the present Clause or under Clause 15(1).

11. Miscellaneous

Clause 65.

Without prejudice to the right to bring proceedings before a court the Client may submit a complaint in accordance with the Client Information Booklet. The alternative dispute resolution entity competent to deal with disputes between Clients being consumers and the Bank concerning the Client's rights and the Bank's obligations in accordance with statutory provisions on Payment Services is the:

Gemeinsame Schlichtungsstelle der Österreichischen
Kreditwirtschaft

Contact information:

Gemeinsame Schlichtungsstelle der Österreichischen
Kreditwirtschaft
Wiedner Hauptstraße 63
A-1045 Vienna, Austria
Fax: +43 5 90 900 118837
Email: office@bankenschlichtung.at

Further information on this alternative dispute resolution entity and on the conditions for using it is available on the website of the Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft under the following link: <http://www.bankenschlichtung.at> and on the website of the European Commission under the following link:
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show>.

Clause 66.

At any time during the contractual relationship the Client shall have a right to receive, on request, a copy of these General Conditions, the specific terms and conditions applicable for Payment Services, of the Special Conditions for Overrunnings, as well as of the Table of Fees and Commissions on paper or on another durable medium.

Special types of business transactions

1. Trading in financial instruments and other assets

A. Scope

Clause 67.

The terms set out in Clauses 68 through 74 shall apply to financial instruments within the meaning of Section 1 number 7 of the Austrian Securities Supervision Act 2018 and other assets including precious metals even if they are not certificated (insofar as financial instruments are mentioned below, the provisions shall, therefore, also apply to such other assets).

B. Execution of Orders

Clause 68.

(1) The Bank executes Client orders for the purchase and sale of financial instruments either as a commission agent acting in its own name and for the Client's account (without a specific notification to the Client being required) or as a counterparty, acting in its own name and for its own account.

(2) The Client hereby gives his consent to the Bank's execution policy, on the basis of which the Bank – in the absence of other instructions – will execute the Client's orders. The Bank shall inform the Client of any material changes in the execution policy. (3) The Bank may also execute orders for the purchase and sale of securities in part if the market situation does not permit full execution of the order. Further, unless otherwise agreed, orders may be executed in one or more parts depending on market conditions.

C. Place of Execution

Clause 69.

(1) The Client explicitly agrees that his order may be executed by the Bank outside of a trading venue (i.e., a regulated market, multilateral trading facility or organized trading facility).

(2) Execution is governed by the legal regulations and customs applicable for the execution venue.

(3) The Bank has no obligation to check the conditions (including disclosure requirements) on the markets in which it executes orders in fulfillment of the Client's instructions. The Client shall indemnify the Bank for any resulting damage.

D. Timing of Execution

Clause 70.

If an order for same-day execution is not received early enough for inclusion in the normal work flows of the Bank or of any involved third party, it shall be scheduled for execution on the following trading day.

E. Insufficient Coverage

Clause 71.

(1) The Bank shall be entitled to refrain from executing transactions in financial instruments, comparable assets and/or precious metals or to reverse such transactions, in whole or in part if a) no sufficient coverage is available, b) the Bank has any doubts as to the power of disposal

of the instructing party, or c) in case such transactions are contrary to the legal, regulatory, official provisions, or national or international Sanctions, or agreements (e.g. pledges) which the Bank must comply with.

(2) However, the Bank shall be entitled to execute such transactions in financial instruments at the Client's sole risk if it is unable to notice that the Client wants such orders to be executed only on the condition that sufficient funds are available on the account.

(3) If the Client does not provide sufficient coverage despite demand, the Bank shall be entitled but not obligated to close out the transaction for the Client's account and at his expense.

F. Transactions Abroad

Clause 72.

(1) The Client acknowledges that financial instruments and comparable assets may be held by a sub-custodian outside the European Economic Area, which does not regulate the holding and safekeeping of financial Instruments, and, additionally, the legal and regulatory regime applying to that sub-custodian may be different from that of Austria.

(2) Under certain legal regimes, the provisions applicable to financial instruments or transactions concerning them and similar rights stipulate that information shall be disclosed regarding the identity and assets of the (in)direct owner and/or the beneficial owner of such instruments. For further details reference is made to Clause 30 of these General Conditions. Notwithstanding the Instruction provided in Clause 30, the Client may be required to provide a separate authorization for the disclosure of relevant information to relevant third parties. Failure to comply with a duty of information of this sort may entail "blocking" of the financial instruments or other assets (i.e. it is possible that voting rights, rights to dividend payments or other rights attaching to the financial instrument in question cannot be exercised or are suspended, and/or that the financial instruments or other assets themselves can no longer be sold or otherwise disposed of) and/or shall authorize the Bank, without obliging the Bank to do so, to pursue a forced sale (without client order) and/or the closing of relevant position. The Bank shall not be liable for any losses which the Client may incur as a result of issuing such information regarding his identity and assets or related to the non-compliance with the disclosure duty. The Client undertakes that neither he nor his clients (or Affected Persons), if any, will give direct instructions to any party (such as for example sub-custodians, issuers, central securities depository, related agent or any person or entity acting in a similar capacity) other than the Bank.

(3) The Client acknowledges that in some securities markets, financial instruments deliveries and payments may not be or are not customarily made simultaneously. Accordingly, the Client agrees that, notwithstanding the instruction to deliver financial instruments against payment or to pay financial instruments against delivery, the Bank may make or accept payment for or delivery of financial instruments in such form and manner as shall be in accordance with the customs prevailing in the relevant market or among securities dealers. In such case, and except for gross negligence or willful misconduct on the part of the Bank, the Bank shall not be liable for any loss or other damages incurred by any action taken or omitted to be taken by the counter-party to such transactions. Except in the case of gross negligence or willful misconduct on its part, the Bank shall not be liable for the suspension or delays in carrying out the instruction, or part of the instruction given by the Client.

G. Transactions in Stocks

Clause 73.

In case of transactions in stocks the physical certificates of which are not being traded yet, the Bank shall neither be liable for the issuance of the shares by the joint stock company nor for the possibility of exercising shareholder rights prior to the issuance of the shares.

H. Precious Metals

Clause 74.

(1) The Bank may accept instructions involving the purchase or sale of precious metals and coins either in physical form or by posting entries to precious metals accounts.

- (2) The Bank reserves the right to refuse to execute instructions relating to the purchase and delivery of physical precious metals and coins at its own discretion. Physical precious metal positions are kept in a safekeeping account.
- (3) Non-physical precious metal positions are posted to precious metals accounts and reflected accordingly on such accounts. No interest is paid on precious metals accounts. Gold positions in precious metals accounts may be exchanged for physical gold in return for a fee.
- (4) The Bank is entitled to specify the process for settling precious metals transactions. Purchase or sale orders relating to precious metals transactions are settled using the valid market prices less any fees, taxes, charges and any other expenses. In the case of physical precious metals, these include transport and insurance costs.
- (5) Physical precious metals acquired by, respectively deposited at the Bank for the Client are kept in safekeeping in accordance with the relevant provisions of the law of Austria or the laws applicable to the depository. Coins and standard bullion are separated according to their properties and either held at the Bank or kept with a sub-custodian on behalf of the Bank, inside or outside Austria. All other bullion is generally held in a non-segregated safekeeping account at the Bank itself or kept with a custodian on behalf of the Bank, inside or outside Austria.
- (6) Precious metals are delivered physically or, if held in a precious metals account, are exchanged for physical precious metals and delivered to the Bank's registered offices in Austria if possible, or to another Bank in Austria if not. The Client may request physical delivery to another location in Austria or another country provided said delivery is permitted by law and feasible in practice. The Client bears all risks, costs and expenses associated with the delivery. The Bank shall specify the process for delivery at its own discretion, taking customary practice on the market into account. If delivery is limited by domestic or foreign measures or laws, the Bank shall be entitled to effect delivery at a location that it considers appropriate in light of the circumstances.
- (7) The Client's instructions for the physical delivery of precious metals shall allow for an appropriate number of Bank Business Days. Delivery may be suspended or delayed if a large number of Clients request delivery at the same time and the Bank lacks the storage capacity to keep the precious metals until they are collected. In this case, the Bank will effect delivery successively according to the date on which the instructions were received. The Bank shall notify the Client as soon as the delivery is ready for collection. If deliveries are not collected within five Bank Business Days of being made available, the Bank shall be entitled to return the precious metals to the depository. All associated risks, costs and expenses shall be borne by the Client.
- (8) The Client shall bear all economic and legal disadvantages and losses incurred by the Bank as a result of a Force Majeure Event. In the event that the physical precious metals are lost, in full or on part, as a result of a Force Majeure Event, the Bank shall assign all rights to the recovery of the lost precious metals to the Client.

2. Safekeeping of financial instruments and other assets

A. Safekeeping Account

Clause 75.

- (1) Provided that no written agreement to the contrary has been concluded, all financial instruments, precious metals and/or comparable assets shall be held in a collective safekeeping account. Consequently, and notwithstanding any contrary regulations in these General Conditions, the Bank shall only be required to return to the Client financial instruments and/or precious metals of the same type and quality as those placed in safekeeping with the Bank.
- (2) The Bank is explicitly authorized to hold financial instruments and comparable assets in its own name but for the account of and at the risk of the Client with a third-party sub-custodian or (central) securities depository in Austria or abroad, irrespective of whether they were issued in or outside of Austria. Unless otherwise agreed or required in accordance with applicable market rules or laws, the Bank is authorized to hold financial instruments or

comparable assets at its discretion in collective safekeeping (omnibus) accounts or segregated accounts.

(3) If the Bank arranges for financial instruments, precious metals and/or comparable assets to be held in safekeeping by a custodian, Clause 9 shall apply.

(4) The Bank shall not forward any communications, powers of attorney or notifications of general meetings and shall not exercise voting rights unless and to the extent required by applicable law or agreed between the Bank and the Client. In the latter case, the Client undertakes to bear any costs incurred.

(5) Unless a different agreement is made, the Client shall be responsible for taking all appropriate action to exercise any rights relating to the financial instruments, precious metals and/or similar assets placed in safekeeping and, in particular, the Client shall instruct the Bank to exercise any subscription rights or to sell or exercise any warrants.

(6) The Bank shall have no obligation to notify the Client of any rights relating to financial instruments and/or precious metals and/or similar assets which are held in safekeeping for the Client, unless and to the extent required by applicable law or agreed between the Bank and the Client.

(7) The Client shall be liable and shall hold the Bank harmless for all damages arising from forged financial instruments and comparable assets or financial instruments and comparable assets with obvious or hidden defects (for example, lost or stolen financial instruments) that are placed in safekeeping by the Client. Consequently, if the account held by the Bank with a sub-custodian or (central) securities depository should be debited because the financial instruments and/or comparable assets placed in safekeeping by the Client do not come from a reputable source, the Bank may debit these financial instruments or assets from the Client's account at their market value and the Client undertakes to indemnify the Bank for all damages that may arise as a result.

(8) In the event of physical delivery of financial instruments and/or similar assets, these shall not be available for transactions (sale, transfers, etc.) until the Bank shall have checked that the financial instruments and/or comparable assets delivered are not subject to seizure and have no defect, regardless of any fluctuations in the price of such financial instruments and/or comparable assets during such period.

(9) If the Bank is responsible for the loss of financial instruments and/or precious metals and/or comparable assets, it shall only have an obligation to replace these financial instruments and/or precious metals and/or comparable assets with identical financial instruments and/or precious metals and/or comparable assets or, if this is not possible, to reimburse the value which the financial instruments and/or precious metals and/or comparable assets had at the time when the request for delivery or sale thereof was made.

(10) The Bank is not obligated to inform the Client regarding any obligations the Client may have to make any notifications in particular towards authorities or to fulfil any such notification obligations on the Client's behalf.

(11) For the purpose of the reporting by the Bank regarding a depreciation in value of the private client's assets by 10%, it is agreed between the Bank and the private client holding positions in leveraged financial instruments or contingent liability transactions with the Bank, that such reporting shall be made on a portfolio basis and shall be based on the comparison between the current value of the portfolio and the value of the portfolio as reflected in the most recent periodical reporting.

(12) With respect to private clients (see definition in Client Information Booklet) who are not provided with discretionary portfolio management services by the Bank and who are holding positions in leveraged financial instruments or contingent liabilities in their portfolio, it is agreed between the Bank and the private client that a reporting on a depreciation in value of the private client's assets held in such portfolio by at least 10% ("Loss Threshold Report", for further information see Client Information Booklet) shall be made on portfolio level and not on instrument level, and shall be made by comparing the last quarterly value of the portfolio as stated in the quarterly holding report ("Quarterly Holding Report", for further information see Client Information Booklet) against the current value of the portfolio.

B. Conversion and Other Measures

Clause 76.

If the Client fails to issue prompt instructions regarding a conversion, capital increase, capital decrease, merger, exercise or realization of subscription rights, request for payment, grouping,

reorganization, conversion offers, coupon increase or other measures affecting financial instruments, the Bank shall be entitled to act at its own discretion (without being obligated to act), taking account of the Client's interests, and in particular shall be entitled to exercise rights which would otherwise lapse at the latest possible point in time.

3. Foreign currency loans

Clause 77.

Foreign currency loans shall be repayable in the currency in which they were granted by the Bank. Payments made in another currency shall be considered security payments unless the Bank notifies the Client that they will be used for repayment of the loan. The Bank shall also be entitled to convert an outstanding debit balance in a foreign currency into domestic currency upon notification of the Client, if

- pursuant to statutory or other circumstances for which the Bank is not responsible, refinancing in the foreign currency is not possible anymore, or
- the loan is due in full and is not repaid, despite reminder, or
- the credit risk in business relationships with entrepreneurs increases due to the price development of the foreign currency and if the Bank does not receive sufficient collateral within a reasonable period of time.

4. Time deposits

Clause 78.

Time deposits will not be extended automatically. The Bank will contact the Client in good time before expiry of the investment term in order to receive the Client's instructions. The Bank is authorized to refuse premature termination of a time deposit or, if it accepts a premature termination of this sort, to invoice the Client for its refinancing costs and any contractual penalties.

5. Collection and discount business, bills of exchange and checks

A. Scope

Clause 79.

The following provisions apply to bills of exchange, checks and other collection documents (e.g. commercial instructions and certificates of obligation).

B. Collection and Discounting

Clause 80.

In principle, such documents shall be accepted by the Bank for collection unless their negotiation (discounting) has been agreed upon.

C. Timeliness of Orders

Clause 81.

Orders for collection shall be received in good time to allow execution in the ordinary course of business without making use of special means of express handling. If the instructions to collect

require particularly rapid execution, the Client shall instruct the Bank specifically to this effect in each individual case.

D. Rights and Obligations of the Bank

Clause 82.

(1) Clause 42 shall apply to credits by the Bank in favor of a Client's account after submission of instruments as stipulated in Clause 80 for collection.

(2) If the Bank is debited again for the amount of bills of exchange or checks in application of foreign legislation or of an interbank agreement on forged signatures or other provisions, the Bank is authorized to debit the Client's relevant current account. If the Bank is informed by the Client that a check has been issued, the Bank may debit the amount of the check to a Client's current account in the period until the check is presented for payment. If a check is blocked, the Bank may also take a measure of this sort at any time before a definitive court ruling on the legality of such blocking.

Clause 83.

In case of discounting as defined under Clauses 42 (2) and (3) the Bank shall be entitled to debit the seller with the full nominal amount plus all expenses incurred by the Bank; in case of documents denominated in foreign currency the Client shall also bear the exchange risk.

Clause 84.

In the events stated above as well as in case of reversal debits of "subject to collection" credits (Clause 42) the claims under security law for payment of the full amount plus ancillary expenses vis-à-vis the Client and any party obligated under the document shall remain with the Bank until coverage of the debit balance which results from such reversal debit.

Clause 85.

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

Terms and conditions for credit transfers

These terms and conditions for credit transfers ("**Terms and Conditions**") form an integral part of the Bank's General Conditions.

Definitions set out in the Bank's General Conditions apply also in relation to these Terms and Conditions.

A. Credit Transfers including Standing Orders, SEPA Credit Transfers

1. Main Characteristics of Credit Transfers including Standing Orders

Clause 1.

(1) A credit transfer is a Payment Service that consists in crediting a payee's payment account held with a payment service provider (e.g. a credit institution) with a Payment Transaction or a series of Payment Transactions from the Client's payment account by the Bank, based on an instruction given by the Client. A credit transfer order may also aim at transferring a set amount at regular intervals to the same account of the payee (standing order). A credit transfer order shall be provided to the Bank in the form as agreed with it.

(2) Unless otherwise agreed, a standing order remains valid until it is expressly revoked.

(3) The Client is invited to obtain communication of the unique identifier of the payee as defined in Clause 2 (1) of these Terms and Conditions on paper bearing the letter head of the payment service provider of the payee, in order to reduce the risk of credit transfers not being or being incorrectly executed.

(4) A "**SEPA Credit Transfer**" is a credit transfer denominated in Euro within the Single Europe Payments Area (SEPA). SEPA covers the European Union Member States, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland ("**SEPA Countries**").

2. Unique Identifiers, Required Information

Clause 2.

(1) SEPA Credit Transfer orders shall contain the IBAN in case of national SEPA Credit Transfers within Austria, in case of cross-border SEPA Credit Transfers between SEPA Countries with Euro currency and in case of SEPA Credit Transfers in non-euro SEPA Countries. All other credit transfer orders shall contain the BIC) or the bank identification number (Bankleitzahl) or another identifier of the payee's payment service provider (such as the name allowing the exact identification of the payee's payment service provider), the payee's name and current account number or his IBAN, as well as the Client's IBAN. If the Client does not meet these requirements, the Bank shall not be liable for any resultant damage. As far as the payee is concerned, the payee's IBAN or, to the extent the indication of the IBAN is not required, the payee's account number together with the BIC or the bank identification number or another identifier of the payee's payment service provider (such as the name allowing the exact identification of the payees' payment service provider) shall represent the «unique identifier». The Client's unique identifier consists of his IBAN.

(2) If the Client provides information additional to that specified in paragraph 1, the Bank shall be liable only for the execution of credit transfers in accordance with the unique identifiers as set out under paragraph 1. The reasons for payment indicated in the payment transfer order are of no importance to the Bank. If the unique identifier of the payee provided by the Client is erroneous, the Bank shall not be liable for non-execution or defective execution of a Payment Transaction and shall deploy reasonable efforts, in order to recover the amount of the credit transfer. The Bank is authorized to charge an appropriate fee for such recovery efforts.

(3) In addition to the unique identifiers as set out under para-graph 1, the Client shall provide in his credit transfer order the amount of the credit transfer and the currency, as well as any

other information that may be required in order to execute the credit transfer, respectively the standing order.

3. Consent and Receipt

Clause 3.

(1) Without prejudice to Clauses 3 and 4 of the General Conditions, in case a credit transfer order is sent to the Bank by mail or fax or handed in as a written document at the counter, such order is deemed to have been received by the Bank at the time the Bank receives the document or the fax in full. In such case, the credit transfer order is authorized through the written signature of the Client. In the context of Online Services as defined in Clause 7 of these Terms and Conditions, a credit transfer order shall be deemed to have been received by the Bank after the Client has validated and sent the credit transfer order by using the agreed Payment Instrument as defined in Clause 8 of these Terms and Conditions and personalized security credentials (e.g. user identifier, user password and identification token).

Any credit transfer order submitted to the Bank shall be deemed to include the client's explicit consent to the processing by the Bank of all Personal Data required for its execution.

(2) Credit transfer orders received by the Bank after the relevant cut-off time indicated in the Table of Fees and Commissions close to the end of a Bank Business Day for Payment Services or on a day that is not a Bank Business Day for Payment Services in accordance with paragraph 1 shall be treated as if they had been received by the Bank on the following Bank Business Day for Payment Services at the time of the day the Bank opens for business. The Client acknowledges that cut-off time may be different depending on whether the Client communicates with the Bank via mail, fax, at the counter or via the Online Services. The Client furthermore acknowledges that transfer orders sent by email or given via telephone are to be confirmed by the Client and that this confirmation process may result in the missing of cut-off times.

(3) If the Client giving the credit transfer order and the Bank agree that execution of a credit transfer order starts on a specific day or at the end of a certain period or on the day on which the Client has set the amount at the disposal of the Bank, the agreed point in time shall be deemed the moment of receipt. If the agreed point in time is not a Bank Business Day for Payment Services, the credit transfer order shall be deemed to have been received on the following Bank Business Day for Payment Services.

(4) The acceptance of credit transfer orders by the Bank shall not in its own right constitute any rights for a third party in respect of the Bank.

(5) The Bank will notify Clients of any suspected or actual fraud or security threats in relation to the use of Payment Services and of any measures Clients can take to mitigate adverse effects through his relationship manager via SMS, email or telephone.

4. Revocation of a Credit Transfer Order

Clause 4.

(1) Credit transfer orders received by the Bank may not be revoked unilaterally by the Client. Where the credit transfer is initiated by a payment initiation service provider (in case the Client uses Online Services as defined in Clause 7) (i.e., another payment service provider which initiates the credit transfer at the Client's request in relation to the Client's account held at the Bank), the Client may not revoke the payment order after giving consent to the payment initiation service provider to initiate the credit transfer. If it has been agreed that a credit transfer order is to be executed at a later point in time, such order only becomes irrevocable at the end of the Bank Business Day for Payment Services preceding the day on which it is to be executed. If a standing order or a single credit transfer to be executed on the basis of such standing order is revoked in time, the Bank shall cease to execute any further credit transfers on the basis of such standing order until it receives new instructions.

(2) After the time limits specified in paragraph 1 a credit transfer order may be revoked only if agreed between the Client and the Bank. In case the credit transfer order was initiated by a payment initiation service provider of the Client, the latter's and the payee's agreement is also required. The Bank may charge for such revocation. The agreement only enters into force

if the Bank was able to impede execution, respectively to recover the amount of the credit transfer.

(3) Clause 3 (1) and (2) of these Terms and Conditions apply accordingly to the revocation of a credit transfer or a standing order or the receipt of such revocation by the Bank.

5. Refusal to Execute

Clause 5.

(1) The Bank is obligated to execute a credit transfer order only if it was given in the form set out in Clauses 1 and 2 of these Terms and Conditions, there are no legal or contractual provisions impeding execution and full coverage is available for it on the current account indicated by the Client (credit balance, credit facility granted). Insofar as the Bank refuses to execute a credit transfer order, the Bank shall, unless prohibited by legal provisions, notify the Client of such refusal and the procedure for correcting the credit transfer order in order for the Bank to execute it. A reason for such refusal shall only be stated if this would not constitute an infringement of Austrian or Community law or an infringement of a court order or an order issued by an administrative authority. The Bank may charge a reasonable fee to the Client for such refusal.

(2) If the refusal by the Bank of a credit transfer order is justified, the execution periods according to Clause 6 of these Terms and Conditions shall not start to run. In such case the Bank assumes no liability.

(3) In case of a justified refusal of the execution of a credit transfer order, if the Client wishes to have executed the credit transfer order, the Client shall have to give a new credit transfer order, unless agreed otherwise.

6. Execution and Execution Periods/Execution statement

Clause 6.

The execution periods for credit transfers are referred to in the Bank's Table of Fees and Commissions.

B. Online Payment Solutions

1. Main features and description of the online payment services

Clause 7.

(1) The Bank may offer to its Clients specific online payment services accessible via internet ("Online Services"). Online Services can be accessed exclusively by Clients (or duly authorized attorneys of the Client, collectively "User(s)") who have already opened an account with the Bank and have signed specific online banking terms and conditions. The User can only have access to such Online Services after a successful login procedure as described in the specific online banking terms and conditions.

(2) Via the Online Services, the User will have the possibility to:

- initiate credit transfers with the exception of standing orders;
- consult and print information as well as other documents relating to the Payment Services provided by the Bank and the aforementioned credit transfers.

(3) Other services which may be provided by the Bank via the Online Services (e.g. trading in financial instruments and other banking services) are described in the separate online banking terms and conditions.

(4) The exact scope of the access rights to the Online Services and signature authority of the User will be further defined in the specific online banking terms and conditions.

Clause 8.

For the purpose of these Online Services, the following definitions apply:

(1) "**Payment Instrument**" means a set of procedures agreed upon by the Users and the Bank and used by the Users in order to initiate a credit transfer order.

(2) **"Incident"** means the loss or theft of the Payment Instrument, the disclosure to a third party (even if involuntary or merely suspected) of any user identifier, user password, identification token or any other access tool to the Payment Instrument, the misappropriation or any other unauthorized use of a Payment Instrument by the User(s) or by a third party as well as the loss, theft or disclosure to a third party (even if involuntary or merely suspected), misappropriation or any other unauthorized use of the personalized security credentials of the User(s) (except where disclosure is permitted in accordance with applicable law on Payment Services).

2. Remittance of the Payment Instrument's personalized security credentials and incident notification

Clause 9.

(1) The remittance of the Payment Instrument (including its personalized security credentials enabling in particular the login to the Online Services) is governed by the applicable online banking terms and conditions.

(2) The Payment Instruments and the personalized security credentials remain the property of the Bank.

(3) The Bank draws the User's attention on the importance for the User to take all necessary measures and precautions to preserve the Payment Instrument's security. All personalized security credentials provided by the Bank in order to enable access to the Online Services shall, unless otherwise agreed or unless otherwise provided under applicable law relating to Payment Services, not be transmitted and shall be strictly personal.

(4) The User hereby undertakes to use its best endeavors to preserve the confidentiality of the personalized security credentials which allow access to payment services via Internet (including user identifier, user passwords or any other information allowing access to these Online Services and the secure identification of the User) regardless of the medium on which the personalized security credentials were provided to it. In this respect, the User shall in particular comply with the security instructions provided by the Bank in the online banking terms and conditions.

(5) The Client shall notify the Bank without undue delay on becoming aware of an Incident. This notification is free of charge. The Bank may however charge replacement costs directly attributed to the Payment Instrument.

3. Blocking

Clause 10.

The Bank shall be authorized to block Payment Instruments issued to the Client:

- if justified by objective reasons in connection with the security of the Payment Instrument, or
- if unauthorized or fraudulent use of the Payment Instrument is suspected, or
- in case of a significantly increased risk of the Client failing to meet his payment obligations under the credit line associated with the Payment Instrument.

The Bank shall notify the Client, provided that such notification of a blocking or the reasons thereof does not violate any instructions issued by a court or an Administrative Authority and/or contravenes Austrian or Community law or objective security considerations, of such blockings and the reasons therefore in a form agreed upon with the Client and if possible prior to, but in any event without delay after such blocking.

C. Claims for Refund in Case of Payment Transactions

1. Refund in Case of Unauthorized Payment Transactions

Clause 11.

(1) Without prejudice to Clause 16 (2) and Clause 8 (3) of the General Conditions, in the case of an unauthorized Payment Transaction, the Bank shall without undue delay refund the Client the amount of the unauthorized Payment Transaction ("**Payment Amount**"), and no later than by the end of the following Bank Business Day for Payment Services, after noting or being notified of the Payment Transaction, except where the Bank has reasonable grounds

for suspecting fraud and communicates such grounds to the competent authority. If the Payment Amount has been debited from a current account of the Client, the Bank shall restore the debited current account to the state in which it would have been had the unauthorized Payment Transaction not taken place. The credit value date for the Client's account shall be no later than the date the amount had been debited.
(2) By way of derogation from the above, the following applies in relation to Online Services:

a) Where the Client is a consumer (the “Consumer-Client”)

The Consumer-Client shall be liable for any loss resulting from an unauthorized Payment Transaction under the following circumstances and subject to the following conditions:

- Until notification to the Bank pursuant to the rules on notification of an Incident under these Terms and Conditions, the Consumer-Client shall bear the losses relating to an unauthorized Payment Transaction resulting from the use of a lost or stolen Payment Instrument or from the misappropriation of a Payment Instrument up to an amount of EUR 50.- (fifty Euros). This shall however not apply if (a) the loss, theft or misappropriation of the Payment Instrument was not detectable to the Consumer-Client prior to the payment, except where the Consumer-Client has acted fraudulently, or (b) the loss was caused by acts or lack of action of an employee, agent or branch of the Bank or of an entity to which its activities were outsourced.
- Notwithstanding the above, the Consumer-Client shall bear the entirety of the losses relating to an unauthorized Payment Transaction if they were incurred because the Client (or any other User) failed, intentionally or as a result of a gross negligence, (i) to fulfil one or more of the obligations in respect of the issue or use of the Payment Instrument in accordance with these Terms and Conditions and the online banking terms and conditions; and/or (ii) to notify the Bank without undue delay on becoming aware of the Incident
- In any case, the Consumer-Client shall bear the entirety of the losses resulting from an unauthorized Payment Transaction in the event that he (or any other authorized User) has acted fraudulently, irrespective of the notification of an Incident sent to the Bank.

b) Where the Client is an entrepreneur

Entrepreneurs shall bear all the losses incurred before the notification of an Incident to the Bank. After such notification, entrepreneurs shall not bear any loss.

Notwithstanding the preceding paragraph, the entrepreneur shall bear all losses relating to any unauthorized Payment Transactions, even after Incident notification, if it is established that the entrepreneur (or any other authorized User) acted negligently.

2. Refund in Case of Non-Execution or Defective or Late Execution of Authorized Payment Transactions in EEA currencies or non-EEA currencies within the EEA

a) Credit Transfers (Including Standing Orders) Clause 12.

(1) As regards Payment Transactions in EEA currencies or non-EEA currencies within the EEA and without prejudice to Clauses 16 (2) and 8 (3) of the General Conditions and Clause 2 (2) of these Terms and Conditions, the Bank is liable to a Consumer-Client for the correct execution of a credit transfer (including a standing order) directly initiated by the Consumer-Client, unless the Payment Amount has been received in full (or after deduction of the Bank's own charges in accordance with Clause 41 (4) of the General Conditions) and in due time by the payee's payment service provider (e.g. a credit institution). The Bank shall regardless of liability under sentence 1, on express request of the Consumer-Client, make efforts to trace the Payment Transaction and notify the Consumer-Client of the outcome. This shall be free of charge for the Consumer-Client. In case the Bank is liable under sentence 1, it shall without undue delay refund to the Consumer-Client the Payment Amount and, where the Payment Amount has been debited from a current account, restore this current account to the state in which it would have been had the non-execution or defective execution of the Payment Transaction not taken place. The credit value date for the Client's account shall be no later than the date on which the amount was debited. Instead of refunding the Payment Amount the Bank may, if this is possible, correct the Payment Transaction insofar as the credit transfer order contains any information allowing for a correction, in particular in cases where the Bank has transferred an amount differing from the Payment Amount indicated or in case of an internal transfer from a Client's current account on another current account held by the

Client with the Bank. In case of late execution of a credit transfer, the Bank shall require, upon the Client's request, from the payee's payment service provider that the credit value date for the payee's account is no later than the date the amount would have been value dated had the credit transfer been correctly executed. This shall not apply if the Payment Amount was received in due time by the payee's payment service provider.

(2) In addition, the Consumer-Client may request to be refunded for the charges (including interest) to which the Client is subject as a consequence of the non-execution or defective (including late) execution of the credit transfer and which were debited from one of his current accounts.

(3) If the Consumer-Client is the payee of a credit transfer, the Bank shall only be liable in case of a non-execution or defective (including late) execution, without prejudice to Clause 16 (2) and Clause 8 (3) of the General Conditions, if the Consumer-Client can prove that the Payment Amount was received by the Bank but not credited or not credited in a timely fashion to a Client's current account, where applicable, after deduction of the fees owed to the Bank in accordance with Clause 41 (2) of the General Conditions. In such case, the Bank shall immediately place the Payment Amount at the Client's disposal and, where applicable, credit the Payment Amount to the Client's relevant current account. In that case, the credit value date for the Client's account shall be no later than the date on which the amount would have been value dated, had the Payment Transaction been correctly executed.

(4) Subject to Clauses 8 (3) and 16 (2) of the Bank's General Conditions and Clause 2 (1) and (2) of these Terms and Conditions, the Bank's obligation mentioned in paragraph (1) to refund the Payment Amount and to correct the Client's account shall also apply in case of non-executed or defectively executed credit transfers initiated by a payment initiation service provider.



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