

General Terms and
Conditions of
Oesterreichische
Kontrollbank
for Banking Transactions

Version dated November 2019, valid as of 1 February 2020

**OESTERREICHISCHE
KONTROLLBANK AG**

General Terms and Conditions of
Oesterreichische Kontrollbank
Aktiengesellschaft
for Banking Transactions

Version of April 2021, valid from 1 July 2021

OESTERREICHISCHE
KONTROLLBANK AG



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1. Fundamental rules for the business relationship between the customer and Oesterreichische Kontrollbank AG Aktiengesellschaft (hereinafter OeKB)

1.1. Scope of application and amendments to these General Terms and Conditions

1.1.1. ~~Scope of application – T~~ Transactions with entrepreneurs

~~No-Section 1.~~ (1) These General Terms and Conditions (hereinafter “GTC”) ~~shall~~ apply to the entire business relationship between the customer and OeKB. ~~Terms and conditions~~ The provisions of agreements concluded with the customer or of special terms and conditions ~~take~~ precedence over these.

(2) ~~Given that~~ Since OeKB, as a special bank credit institution, does not maintain any business relationships with private customers, these GTC ~~only~~ apply only to transactions with entrepreneurs/companies within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz).

(3) ~~The OeKB~~ Export Services ~~division of OeKB~~ has its own ~~T~~ Terms and ~~conditions~~ (Conditions (hereinafter T&Cs)) for the export financing scheme, which ~~can be found~~ are published on the OeKB’s website (www.oekb.at) ~~(some parts)~~ (partly in a login-only protected area) and can be downloaded at any time. The T&Cs of the export financing scheme ~~shall~~ have priority and, insofar as they do not contain any provisions, ~~shall~~ bear supplemented by these ~~General Terms and Conditions~~ GTC. Attention is drawn in particular to the fact that the T&Cs of the export financing scheme contain more extensive security rights.

1.1.2. Amendments to these General Terms and Conditions

~~No-Section 2.~~

~~OeKB-~~ (1) Amendments to these GTC shall notify be presented by OeKB to the customer of any amendments to these GTC no later than two months before prior to their scheduled entry into force; such proposed effective date, with reference to the provisions affected, and, when the GTC take effect, these amendments shall apply to all present and future business relations ~~between of~~ the customer and with OeKB unless ~~OeKB has received a~~ written objection ~~from by~~ the customer ~~within two month following notification-~~ is received by OeKB before the proposed effective date.

(2) The notification of an amendment to the GTC to the customer may be effected in any form agreed with the customer in the context of the business relationship. ~~The agreed form of~~ An agreement made with the customer regarding the service of OeKB statements ~~of OeKB~~ shall also apply to the notification of amendments to the GTC. In case the customer’s current address ~~of the customer~~ is not known to OeKB and there is no agreement on where to send information, publication of the amended GTC on OeKB’s website (www.oekb.at) shall be decisive; the first sentence of this paragraph on amendments entering into force if the customer does not object to them ~~applies~~ shall apply accordingly, with notification of the amendment being replaced by publication on the website. In the notice of the amendment to the GTC and /or in the publication on the website, OeKB shall inform the customer that silence on the part of the customer until the proposed effective date shall be interpreted as acceptance of the amendment.

(3)

~~(1) OeKB shall inform the customer in the notification of the amendment to the GTC or in the publication on the website that, after expiry of two months, their acquiescence shall be deemed a consent to the amendment.~~

(4) OeKB shall publish a comparison of the provisions ~~of the GTC~~ affected by the amendment to the GTC as well as the entire full version of the new GTC on its website homepage and ~~on request shall hand it over or post a paper copy of them to the customer at the customer's request, though this shall not be relevant to the customer in writing or send it by mail, without any effect of the~~ effectiveness of the amendment. OeKB will shall inform ~~its~~ customers of these options in the notification notice of the planned amendment.

1.2. Statements

1.2.1. Customer orders

~~No-Section 3.~~ (1) Orders must be made placed in writing.

(2) OeKB shall also be entitled to execute carry out orders placed with it via telecommunication (in particular by phone, telecommunications (most notably fax, remote data transmission or email). Subject to the fulfilment of all other prerequisites, OeKB shall be obliged to carry out such orders only if agreed upon by the customer and OeKB. See also ~~no-~~ Section 4.

(3) OeKB shall be entitled to execute carry out orders placed in any form by an entrepreneur that are placed with it within the scope framework of ~~the~~ business relationship for the with an entrepreneur and to do so on the latter's account; if OeKB is, through no, without fault of its own, is of the opinion that they originate from the entrepreneur and if ~~OeKB the ineffective order~~ cannot be blamed for the invalid order attributed to OeKB.

1.2.2. ~~Request~~ Obtaining of confirmations by OeKB

~~No-Section 4.~~ For security reasons, and especially with orders placed via telecommunications, OeKB shall be entitled, in particular in case of orders placed via telecommunication, to request a to obtain an order confirmation of the order viaby the same or a different means of communication, as the case may be depending on the circumstances, before carrying out such orders.

1.2.3. Statements ~~made by~~ from OeKB

~~No-Section 5.~~ Notifications and statements by from OeKB made via telecommunication are only valid if confirmed in writing, sent via telecommunications shall apply subject to written confirmation unless otherwise agreed other agreements have been made in writing or other banking practices exist in this respect.

1.3. Right of disposal upon the death of ~~the~~ customer

~~No-Section 6.~~ (1) As soon as notice OeKB learns of the death of a customer is received, OeKB, it shall permit dispositions on the basis of a decision rendered by the probate court, of the Einantwortungsbeschluss (court an official confirmation of the heir's right of representation pursuant to § 810 of the Austrian Civil Code (ABGB), of the decision concerning transfer on the devolution of estate) assets or of a European certificate of inheritance succession. In case of joint accounts, dispositions made by an account holder vested with individual authority to dispose of the account shall not be affected by this provision.

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

1.4. Duties and liability of OeKB

~~1.1.1 Information duties~~

~~No. 7.~~

~~1.4.1. Apart from statutory duties~~ *Duties to provide information*

~~Section 7.~~ Aside from its statutory information obligations, OeKB shall ~~have no~~not meet any information obligations other ~~obligations to provide information~~ than those ~~stated~~mentioned in its ~~T~~erms and Conditions; unless ~~separately agreed a separate agreement is reached~~. Accordingly, OeKB ~~is~~shall not – unless there is a statutory or contractual obligation to do so – be obliged to inform the customer about imminent price or exchange losses, about the value or worthlessness of objects entrusted to it or about any facts or circumstances likely to affect or jeopardise the value of such objects or to give the customer any other advice or information.

~~1.1.1 Execution of orders~~

~~1.4.2. Order processing~~

~~Section 8.~~

OeKB shall execute an (1) Any order which, ~~due to its nature, typically~~ requires ~~the assistance of recourse to~~ a third party; due to its content shall be fulfilled by ~~calling in~~OeKB by entrusting a third party in its own name. In case OeKB selects the third party, it shall be liable for its diligent selection.

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

1.5. Duties to co-operate and liability of the customer

~~1.5.1. Introduction~~

~~No. Section 9.~~

~~The customer shall, in their transactions~~ In the customer's dealings with OeKB, ~~observe in the customer must pay~~ particular attention to the following duties ~~stated below~~ to co-operate: Any violation thereof shall lead to an obligation to pay damages on the part of require the customer to pay compensation and/or to a reduction in their reduce own claims for ~~damages vis à vis~~compensation against OeKB accordingly.

1.5.2. ~~Duty to identify customers~~ of identification, notification of important changes

1.5.2.1. Identity, address and contact details

~~No. Section 10. (1)~~ The customer must prove ~~their~~ his or her identity ~~pursuant to sections in accordance with~~ §§ 5 et seq. of the Financial ~~Market Markets~~ Anti-Money Laundering Act (Finanzmarkt-Geldwäschegesetz, FM-GwG). Moreover, the customer must report the identity of an authorised representative as well as of any trustee, trustor or beneficial owner and prove it in the same way by means of appropriate documents. The customer must also notify OeKB immediately in writing of any changes to this information (including changes to the company name and legal form) and provide evidence by means of suitable documents.

(2) When establishing any business relationship and when ~~making use of an undertaking~~ occasional transaction~~s~~, the customer must inform OeKB whether ~~they wish he or she wishes~~ to operate/conduct the ~~business~~ relationship and/or ~~the~~ transaction for ~~their~~ own account or ~~for the account of or on behalf that~~ of a third party ~~and/or on a third party's behalf~~. The customer must promptly inform OeKB of ~~their~~ his or her own volition of any changes in this regard during the current business relationship.

(3) If the customer fails to provide OeKB with the information and evidence ~~pursuant referred to in~~ paragraphs 1 and 2, OeKB shall be entitled to refuse to ~~carry out~~ execute transactions and to terminate the business relationship.

(4) If the customer does not disclose changes ~~of to the~~ address, written statements from OeKB shall be deemed ~~to have been~~ received ~~if they were when~~ sent to the last address disclosed by the customer to OeKB.

(5) Electronic statements ~~made by from~~ OeKB (e.g. statements ~~made via by~~ email or ~~text message~~ SMS) to the last email address or mobile phone number ~~provided disclosed~~ by the customer shall be deemed ~~to have been~~ received by the customer for whom they are intended if ~~they he or she~~ can retrieve access them under normal circumstances (~~section (§ 12 of the E-Commerce Act [(E-Commerce-Gesetz)]-)~~).

1.5.2.2. Power of representation

~~No. Section 11. (1)~~ The customer ~~shall immediately must~~ notify OeKB promptly in writing of ~~any the~~ cancellation of or ~~of~~ changes ~~of to~~ any power of representation; ~~disclosed to the latter -~~ including ~~an the right of disposal and~~ authority to ~~operate and sign on an account (No. (Sections 28. and No. 29.)) -~~ and ~~shall must~~ provide appropriate documentary documents as evidence ~~thereon, unless such results from the notification~~.

(2) Any power of representation advised to OeKB ~~continues shall continue~~ to be effective until written notification of cancellation of the same or of a change in its current scope, unless OeKB had knowledge of such cancellation or change or was not aware thereof due to gross negligence. In particular, the customer's duty ~~of the customer~~ to notify shall ~~also~~ apply, even if the cancellation ~~of~~ or change ~~into~~ the power of representation is registered in a public register and was duly published.

1.5.2.3. Capacity to enter into legal transactions; dissolution of the company

~~No. Section 12.~~

~~OeKB shall immediately be notified in writing of~~ Any loss and any ~~loss restriction~~ of ~~or reduction in~~ the customer's capacity to enter into legal transactions ~~In case must be reported to OeKB in writing without delay. If~~ the customer is a company or other legal entity, ~~at the~~ dissolution ~~of the same shall thereof must~~ be notified disclosed to OeKB immediately without delay.

1.5.3. Clarity of orders

~~No-Section 13.~~ (1) The customer ~~shall~~must ensure that ~~their~~his or her orders ~~placed with~~for OeKB are ~~clear~~formulated clearly and unambiguously.

Any ~~modifications~~changes, confirmations or ~~reminders~~shall repeat orders must expressly be ~~marked~~identified as such.

(2) In case the customer wishes to give special instructions to OeKB regarding the execution of orders, the customer ~~shall~~must inform OeKB thereof separately and explicitly, and in case of orders placed by means of forms, the instructions ~~shall~~must be given separately, i.e. not on the form. This applies above all in case the execution of the order is extremely urgent or subject to certain periods and deadlines.

1.5.4. ~~Due care and diligence in~~Diligence when using means of telecommunication

~~No-Section 14.~~ In case the customer places orders or makes other statements via telecommunications, the customer ~~shall~~must take ~~appropriate state-of-the-art~~appropriate state-of-the-art precautions ~~according to the state-of-the-art~~ to avoid transmission errors and abuse.

1.5.5. Raising of objections

~~No-Section 15.~~ (1) The customer ~~shall~~must immediately verify ~~the completeness and accuracy of any~~the completeness and accuracy of any statements ~~offrom~~from OeKB, such as confirmations of ~~their orders to OeKB, communication placed by the customer,~~their orders to OeKB, communication placed by the customer, ~~communications~~communications about their ~~execution of the same, account~~execution of the same, account statements ~~of,~~of, ~~account, closing balancing~~account, closing balancing statements and ~~any other accounts statements of any kind,~~any other accounts statements of any kind, as well as mails and payments ~~of OeKB as to their~~of OeKB as to their ~~completeness and correctness by OeKB, and shall~~completeness and correctness by OeKB, and shallmust raise ~~any~~any objections, ~~if any,~~ without delay.

~~In case (2)~~ If OeKB ~~receives no~~does not receive any written objections within ~~a period of six weeks~~two ~~months,~~months, the ~~respective~~respective ~~forementioned~~forementioned statements and services ~~of~~by OeKB shall be deemed approved. ~~OeKB shall~~OeKB shall ~~in each case~~The customer may still require a correction after such period expires, unless Section 39. applies, but ~~in that case the customer must prove that the statement was incorrect. At the beginning of this period, OeKB~~in that case the customer must prove that the statement was incorrect. At the beginning of this period, OeKB ~~shall~~shall inform the customer ~~about~~of the significance of ~~their conduct at the beginning of the period: his or her failure~~their conduct at the beginning of the period: his or her failure ~~to raise timely objections.~~to raise timely objections. It shall be sufficient if such information is provided on the ~~account~~account statement ~~of~~of ~~account.~~

1.5.6. Notification in case of non-receipt of communications

~~No-Section 16.~~ The customer ~~shall notify~~must inform OeKB ~~immediately~~without delay if he ~~or~~or she ~~has~~does not received regular ~~communication from OeKB (such as closing OeKB communications (e.g. account balancing statements)~~communication from OeKB (such as closing OeKB communications (e.g. account balancing statements) or other communications or mail from OeKB, which the customer ~~would have~~had to expect ~~expected~~expected in ~~his/her~~the circumstances, within the period of time normally to be expected ~~with respect to~~for the agreed ~~form~~of transmission.

1.5.7. Translations

~~No-Section 17.~~ Any ~~documents in a foreign -language~~documents shall be presented ~~submitted~~submitted to OeKB ~~together with a~~together with a ~~German~~must be accompanied on request by a translation ~~which into German that~~which into German that has been ~~verified by a judicially~~verified by a judicially certified ~~by a court-sworn~~by a court-sworn translator, ~~in case OeKB so requires.~~

1.6. Place of performance; applicable law; jurisdiction

1.6.1. Place of performance

~~No-Section 18.~~ The place of performance for both parties shall be ~~the OeKB's~~the OeKB's registered office ~~of OeKB.~~

1.6.2. Applicable law

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

~~1.1.2 Place of jurisdiction~~

1.6.3. ~~No-Jurisdiction~~

~~Section 20.~~ Legal actions ~~brought~~ by an entrepreneur against OeKB may only be ~~filed in~~ brought before the court ~~having that has jurisdiction over the~~ subject-matter ~~jurisdiction at the place of~~ OeKB's registered office. This shall also be the place of jurisdiction in case of legal actions brought by OeKB against an entrepreneur, notwithstanding OeKB's right to file a claim in any court having local jurisdiction and jurisdiction over the subject-matter.

1.7. Termination of the business relationship

1.7.1. Termination

1.7.1.1. Contractual notice of termination

~~No-Section 21.~~ Unless ~~the an~~ agreement has been concluded for a definite period of time, OeKB and the customer ~~shall be entitled to may~~ terminate the entire business relationship or individual parts thereof at any time ~~by observing a, subject to one month's notice period of one month. Fees paid in advance shall not be refunded.~~

1.7.1.2. Termination for cause

~~No-Section 22.~~

~~Notwithstanding any agreements to the contrary, (1) OeKB and the customer shall be entitled to may~~ terminate the entire business relationship or individual parts thereof for cause at any time with immediate effect ~~for good cause irrespective of any other agreements.~~

(2) ~~There is cause for termination by~~ Cause entitling OeKB to terminate the relationship shall exist in particular if:

- a deterioration of or risk to the financial situation of the customer or a co-obligated party arises which jeopardises the ability to meet commitments to OeKB, ~~or~~
- the customer furnishes incorrect information about their his or her financial situation or other ~~essential facts and~~ circumstances essential to the business relationship and OeKB would not have concluded the contract if it had known the true financial situation or circumstances.
- the customer does not ~~meet their obligation~~ comply with his or her duty of identification pursuant to prove their identity under banking regulations (~~No-Section 10~~) or provide necessary information according to other regulations (compliance with tax agreements such as FATCA; self-declarations under the Common Reporting Standard Act (Gemeinsamer Meldestandard-Gesetz)) or
- the customer ~~fails does not or is unable to cannot~~ fulfil the obligation to provide or increase collateral, which jeopardises the ability to meet commitments to OeKB.

1.7.2. Legal consequences

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

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

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

2. Bank information

~~No-Section 24.~~

~~General Banking~~ information ~~which is customary in banking practice generally held~~ about the financial situation of an enterprise ~~will shall~~ only be provided ~~in a non-binding manner, to enterprises in writing and without obligation unless there is an obligation to provide such information, and, vis-à-vis entrepreneurs, only in writing exists.~~

3. Opening and keeping of accounts

3.1. Scope of application

~~No-Section 25.~~

~~OeKB only provides cashless~~ Business transactions ~~using with OeKB shall be carried out exclusively on a non-cash basis involving~~ accounts. The following provisions apply to all accounts.

3.2. Opening of accounts

~~No-Section 26.~~ When opening an account, the future account holder ~~shall must~~ prove ~~their his or her~~ identity and ~~supply provide~~ OeKB with ~~the additional other~~ information ~~under no- as set out in Section 10.~~ Accounts shall be kept under the name, or company name, of the account holder ~~or the company name together with and~~ an account number: (IBAN).

3.3. Specimen signatures

~~No-Section 27.~~ Persons who are to be authorised to ~~operate dispose of~~ or sign ~~enfor~~ an account ~~or securities account~~ ~~shall must~~ deposit their signatures s with OeKB. Based on the signatures deposited, OeKB shall permit written dispositions s in accordance with the account relationship: with the customer. See also ~~no-Section 3. paragraph para. 3.~~

3.4. ~~Authority to dispose~~ Right of disposal and authority to sign

~~1.1.3~~ ~~Authority to dispose~~

3.4.1. ~~No~~ Right of disposal

Section 28. Only the account holder shall be entitled to dispose of the account. Only persons whose power of representation is provided for by law or persons who hold an express written power of attorney to dispose of the is account shall be entitled to represent the account holder; they shall be obliged to prove their identity and power of representation.

~~3.4.1.~~ 3.4.2. Authority to sign

~~No~~ **Section 29.** The account holder may ~~explicitly~~ expressly and in writing grant ~~signatory power to~~ other persons ~~in writing authority to sign for the account~~. The person authorised to sign must prove ~~their~~ his or her identity to OeKB. The authorised signatory shall ~~be~~ exclusively ~~be~~ authorised to effect and revoke ~~acts of disposition with respect to dispositions on~~ the credit balance in the account.

3.5. Special types of accounts

3.5.1. Sub-account

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

3.5.2. Trust account

~~No~~ **Section 31.** In the case of trust accounts, ~~only~~ the trustee as the account holder shall be exclusively entitled and obligated vis-à-vis OeKB ~~as the account holder~~.

3.5.3. Joint account

~~No~~ **Section 32. (1)** ~~_____~~ An account may also be opened for ~~several~~ multiple account holders (joint account). Dispositions ~~of~~ regarding the account, in particular the closing thereof and the granting of authority to sign, may only be made jointly by all account holders. Every account holder may be represented by ~~an~~ specially authorised representative, ~~as the on a case may be by case basis~~.

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

(3) Unless ~~otherwise~~ expressly agreed otherwise, every joint account holder shall have individual power to dispose of the credit balance in the account. This authority ~~will~~ shall, however, be terminated by the express objection of another account holder. ~~After this time; in that case,~~ the joint account holders must act together.

(4) ~~The authority~~ Authority to sign may be ~~withdrawn~~ revoked by each individual joint account holder ~~individually~~.

3.5.4. Foreign currency account and transactions in a foreign currency

~~No~~ **Section 33. (1)** ~~_____~~ If OeKB ~~keeps~~ maintains a foreign currency account for the customer, ~~transfers in the respective foreign currency funds~~ shall be credited to ~~such~~ this account in the foreign currency concerned unless a different transfer instruction ~~has been given exists~~. If there is no foreign currency account ~~exists~~, OeKB ~~shall be entitled to~~ may credit funds in a foreign ~~currency amounts in the national~~ currency ~~unless expressly instructed~~ to the

~~contrary by account of~~ the customer (~~EUR at payee~~) stated in the transfer instruction in domestic currency (value date +2 working in EUR + two business days) in the absence of explicit instructions to the contrary from the customer. The amount shall be converted at the exchange rate of the day on which the amount in foreign currency is at OeKB's disposal and may be used by it. The bid price of UniCredit Bank Austria AG or a comparable Austrian bank credit institution announced for the respective day shall be decisive here.

(2) ~~Holder~~The holders of credit balances in foreign currency shall bear, pro rata up to their respective credit balances, any ~~and all~~ financial and legal ~~consequences disadvantages~~ and losses affecting the total credit balance in the respective currency held by OeKB in Austria and abroad ~~which were~~ caused by measures or events for which OeKB is not responsible.

(3) ~~The OeKB's~~ obligation ~~of OeKB~~ to execute a disposition debiting a foreign currency credit balance or to ~~fulfil/satisfy~~ a foreign currency liability shall be suspended to the extent that, and for as long as ~~OeKB is unable to dispose of~~, OeKB cannot effect any dispositions or can only do so in a limited manner in the currency in which the foreign currency credit balance or liability is denominated, due to political measures or events in the country of that currency, ~~or only to a limited extent~~. To the extent that, and for as long as ~~these, such~~ measures or events ~~continue/persist~~, OeKB shall also not be obliged to ~~perform/render performance~~ at ~~another/some other~~ location outside the country of the currency, in another currency (~~also not in euro including EUR~~) or by providing cash. OeKB's obligation to execute a disposition debiting a foreign currency credit balance shall not be suspended, however, if OeKB is able to execute it entirely in-house. The right of the customer and OeKB to offset mutual claims due in the same currency shall remain unaffected by the above provisions.

3.6. Balancing of accounts

~~No Section 34.~~ (1) Unless agreed otherwise ~~agreed~~, OeKB shall balance ~~the account~~accounts on a monthly basis at the end of each month. ~~All~~The interest and fees ~~accrued in~~incurred during the ~~respective~~ month ~~form~~shall be part of the closing balance, to which ~~will be subject to~~ further interest ~~to~~ shall subsequently be paid thereafter (credited ("compound interest") through the addition of interest to the account balance (capitalisation)).

~~Hard copies~~(2) OeKB shall keep a paper copy of the account statement ~~of account~~ including the closing balance ~~of account shall be kept~~ available for the customer at the account-keeping branch office ~~of OeKB, or if,~~

(3) If the customer has entered into an agreement to use ~~the~~ OeKB's online service "Account Information"online service, transactions", account activities that can be accessed online/retrieved via the internet service shall also be available in accordance with the provisions of Point 8.

4. Current account transactions

4.1. Transfer orders

~~No Section 35.~~

~~In case of transfer orders for the benefit of~~ (1) Where transfers are to be made in EUR to a payee whose account is ~~maintained by~~with a payment service ~~providers domiciled~~provider that has its registered office in Austria, in ~~another State~~other countries of the European Economic Area (EEA) ~~or,~~ in Switzerland or in the United Kingdom of Great Britain and Northern Ireland, the customer ~~has to designate~~must identify the payee ~~with its~~ by the payee's International Bank Account Number (~~"IBAN")~~(IBAN); where transfers are to be made in a currency other than EUR, the Bank Identifier Code (BIC) of the payee's payment service provider or the payee's account number and either the name, bank code or BIC of the payee's payment service provider must also be specified.

~~In case of transfer orders for the benefit of~~ Where transfers are to be made (in EUR or in another currency) to a payee whose account is ~~maintained by~~ with a payment service provider ~~domiciled~~ that has its registered office outside the EEA ~~and~~, Switzerland ~~and the United Kingdom of Great Britain and Northern Ireland~~, the customer ~~has to designate~~ must identify the payee by:

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

(2) The IBAN and BIC or account number and name/bank code/BIC details of the payee's payment service provider to be provided by the customer shall constitute the payee's unique identifier on the basis of which the transfer order ~~is~~ shall be executed. If the customer provides information ~~about~~ relating to the payee ~~that goes beyond~~ in addition to the IBAN and BIC, ~~especially the payee's name, which is mandatory under paragraph 2, such as in particular the name of the payee, this~~ information shall not form part of the ~~customer~~ unique identifier. ~~It is, shall~~ therefore ~~only used~~ be purely for documentation purposes and ~~is not taken into account~~ shall be disregarded by OeKB when ~~executing~~ the transfer is executed. In addition to the unique identifiers pursuant to paragraph 1, the customer must state the name of the payee.

(3) The ~~designated~~ purpose stated in the transfer order ~~is~~ shall be irrelevant ~~for~~ to OeKB.

(4) ~~The mere acceptance~~ Acceptance of a transfer order by OeKB shall not ~~create, in and of itself, give rise to~~ any ~~rights of a third party~~ rights vis-à-vis OeKB.

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

(6) If OeKB refuses to carry out a transfer order, such refusal and ways to amend the transfer order to allow future execution shall be notified to the customer by OeKB at the earliest opportunity in the manner agreed with the customer.

A reason for the refusal shall only be provided where doing so would not violate Austrian or Community legislation and /or an order issued by a court or an administrative authority.

(7) Information about executed transfer orders (reference, amount, currency, fees, interest, exchange rate, value date of the debit entry) as well as about any other payments made from the customer's account, particularly within the scope of SEPA direct debits, shall be provided to the customer on the account statement when the transaction concerned is effected.

4.2. ~~Credit entries~~ and, right to cancel and execution deadlines

~~No~~ Section 36.

~~In case of~~ (1) With a valid account agreement, OeKB shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and to credit the same to ~~his or her~~ account. Even after termination of the account agreement, OeKB shall be entitled to accept monies on behalf of the customer to the extent obligations of the customer exist in connection with the account, and to offset such amounts against any existing liability. The order to provide a customer with an amount of money shall be carried out by OeKB by crediting the amount to the account of the beneficiary unless otherwise instructed.

(2) OeKB shall be entitled to cancel at any time any credit entries made due to an error on its part. In other cases, OeKB ~~will~~ shall cancel a credit entry only if the invalidity of the transfer order ~~is~~ has been clearly proven to

it. The right to cancel shall not lapse ~~by~~through any balancing of the account in the meantime. In case the right to cancel exists, OeKB may deny disposal of the amounts credited.

(3) OeKB shall be entitled to deduct its own fees for the transfer from the amount to be credited. OeKB shall report the transfer amount and the deducted fees separately. If a payment transaction to be credited to the customer is triggered by or through the customer as the payee, OeKB shall credit to the customer the full amount of the credit entry in his or her account.

(4) Payment orders received by OeKB after the cut-off times (receipt times) specified for the respective type of payment near the end of business hours, or on a day that is not a business day, shall be treated as though they have been received on the following business day. A business day in these terms and conditions is any day on which OeKB is open for business as required for execution of the commissioned payment transaction.

(5) If the customer issuing a payment order and OeKB agree that execution of a payment order should commence on a specific day or at the end of a certain period or on the day on which the customer provides OeKB with the amount of money, then the agreed day shall be deemed the date of receipt. If the agreed day is not a business day for OeKB, the payment order shall be treated as though it has been received on the following business day.

(6) OeKB shall ensure that after the date of receipt the amount of the payment transaction shall be received by the payee's payment service provider no later than by the end of the following business day (in case of paper-initiated payment transactions by the end of the second business day). This paragraph shall apply only to the following payment transactions:

- payment transactions in EUR within the European Economic Area (EEA).
- payment transactions in which amounts in EUR shall be transferred to an account in an EEA contracting state that does not belong to the euro area and in which currency conversion shall be carried out.

(7) For payment transactions not mentioned in paragraph 6 within the European Economic Area (EEA), the execution period referred to in paragraph 6 shall be up to four business days.

4.3. Credit entry – under reservation

~~No~~Section 37.

~~When~~ (1) If OeKB credits amounts which it has to collect on behalf of the customer (in particular, ~~when~~ within the scope of collecting cheques, bills of exchange ~~and~~, other securities, ~~debit notes and direct debits, etc.~~), or which are to be transferred to the customer's account, to the customer's account before the amount to be collected ~~amount is or transferred has been~~ received by OeKB, the credit entry ~~is~~shall only be made subject to actual receipt ~~by OeKB~~ of the credited amount by OeKB. This shall ~~also~~ apply even if the amount to be collected should be payable ~~to~~at OeKB.

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

(3) The reservation may also be exercised ~~in case~~if the amount credited was collected abroad or transferred from abroad and OeKB is ~~redebited~~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 credit institutions.

(4) While the reservation is ~~pending~~in force, OeKB shall also be entitled to ~~refuse~~deny the customer the right to dispose of the credited amounts. The reservation ~~remains~~shall still remain in effect if the accounts are balanced ~~in the meantime~~.

4.4. Debit entries

~~No-Section 38.~~ (1) In the case of transfer orders, debit entries shall only be ~~considered a confirmation understood as notification~~ that the order has been carried out if the debit entry ~~was~~ not reversed within two ~~banking~~business days.

(2) Cheques and other payment instructions as well as ~~debit entries are company direct debits (Section 39.) shall be deemed collected/cashed/honoured~~ if the debit entry ~~has not been cancelled~~ on the debited account of the customer ~~is not reversed~~ within ~~two banking~~three business days, unless OeKB has ~~informed already provided corresponding notice to the presenter prior thereto.~~ Direct debits (Section 39.) shall be deemed honoured at the end of five business days.

4.5. Direct debit and company direct debit under the SEPA scheme

~~(2) No-Section 39.~~ (1) A direct debit exists if the payer authorises the payee, ~~to collect amounts in EUR from the payer's account~~ by means of a direct debit mandate directly and without the involvement of the payer's ~~bank, to collect amounts in euros from the payer's account~~

~~credit institution.~~ A company direct debit exists if the payer authorises the payee, by means of a company direct debit, to collect amounts in ~~euros~~EUR from the payer's account, ~~whereby~~ both the payer and the payee ~~must bear~~ entrepreneurs and the company direct debit mandate has already been ~~submitted~~issued to the payer's ~~bank~~credit institution before the account is debited.

The customer (payer) ~~hereby~~ agrees to the debiting of ~~their/his or her~~ account with amounts which third parties authorised by ~~them/him or her~~ (payee) collect from ~~their/his or her~~ account ~~with OeKB~~ by direct debit or company direct debit ~~at OeKB~~. This approval may be revoked at any time in writing by the customer. Such revocation shall take effect on the business day following its receipt by OeKB. In the same way, the approval vis-à-vis OeKB for direct debits of an authorised third party may be limited to a certain amount or a certain period of time or both.

(2) OeKB shall ~~execute~~carry out direct debits and company direct debits ~~with~~, which ~~involve debiting~~ the customer's account ~~is to be debited~~, on the basis of the International Bank Account Number (IBAN) ~~transmitted~~communicated by the collecting ~~bank~~credit institution. The IBAN details represent the ~~customer~~unique identifier on the basis of which the direct debit or company direct debit shall be carried out. If the collecting bank provides additional information about the customer, ~~such as in particular especially~~ the name of the ~~account~~ holder of the account from which the debit is to be made, this information shall therefore only be used for documentation purposes and not be taken into account when executing the direct debit or company direct debit.

(3) The customer (payer) may ask OeKB to reimburse the amount ~~debited~~charged to ~~their/his or her~~ account on the basis of a direct debit mandate issued by ~~them/him or her~~ within eight weeks of the date on which ~~their/his or her~~ account was debited. OeKB must comply with this request ~~off from~~ the customer within ten business days and reverse the debit of ~~their/his or her~~ account with the collected amount with ~~the~~ value date ~~on~~as the date of ~~the~~debit of the account.

(4) ~~Notwithstanding~~By way of derogation from paragraph 3, ~~in the case of with~~ company direct debits, the customer ~~shall have~~has no right to ~~demand~~request reimbursement of the amount charged to ~~their/his or her~~ account on the basis of a company direct debit mandate issued by ~~them.~~him or her.

(5) If the ~~customer did not authorise the~~ direct debit or company direct debit executed on ~~the customer's~~his or her account ~~was not authorised by the customer~~, the customer may ~~demand~~request reimbursement of the debited amount ~~in accordance with no.~~pursuant to Section 15. The ~~period~~time limit shall ~~start to run~~ ~~once~~be initiated when OeKB ~~has made~~provides the customer with the information ~~available to the~~

~~customer~~ by means of an account statement.

5. Fees for services and reimbursement of expenses

5.1. FeeS

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

~~No-Section 40. (1)~~ OeKB shall be entitled to ~~charge the customer request fees for its services, in particular, especially interest, dues charges and commissions which are customary in banking practice commissions, from the customer for its services.~~

(2) This also applies to ~~appropriate expedient~~ services rendered ~~by OeKB~~ without instruction ~~but~~ in ~~the~~ case of ~~an~~ emergency or ~~to~~for the benefit of the customer.

(3) OeKB ~~is~~shall be entitled to debit the account ~~of the customer~~ with ~~fees~~the fee due ~~for payment~~. The customer must ~~procure ensure~~ an appropriate credit balance on the debit day. The fees ~~are~~charged shall be described in detail on the account statement. A separate invoice ~~will~~shall not be issued.

(4) The ~~valid current~~ conditions ~~(as amended in each case) are provided in the course of~~ shall be ~~disclosed to~~ the account ~~opening holder when he or she opens the account~~ and ~~later~~transmitted ~~subsequently~~ on request.

5.1.2. Amount of fees

~~No-Section 41.~~ OeKB shall be entitled to ~~adequate fees~~a reasonable fee for its services ~~in each case, the amount of which will be displayed~~as set out by OeKB in a scheme of conditions for certain typical services.

5.1.3. Change ~~Of~~to fees for ongoing services

~~No-Section 42. (1)~~ OeKB ~~may amend~~shall be entitled, at its reasonable discretion, to change the fees for ~~ongoing services to be provided~~rendered by OeKB or ~~by~~ the customer ~~on an ongoing basis~~ (including ~~debit and credit interest payable and interest receivable for~~on accounts, ~~and~~ account ~~keeping fees~~management charges, etc.) by taking into account ~~all~~ relevant circumstances (in particular, changes ~~into~~ the legal framework, changes in the money markets or capital markets, changes ~~in the~~to refinancing costs, changes ~~in the~~to staff ~~and operating expenses,~~ and ~~material expenditure,~~ changes ~~into~~ the ~~consumer price index~~Consumer Price Index, etc.) ~~at its reasonable discretion.~~

(2) Changes to services provided by OeKB as well as changes to fees going beyond paragraph 1 and the introduction of new fees for already agreed services shall only be possible with the consent of the customer, whereby such changes shall take effect two months ~~(if the customer does not provide express consent before that)~~ after the customer has been informed of the change ~~offered~~proposed by OeKB, unless the ~~bank credit institution~~ has received a written objection from the customer by then. ~~In the notification,~~ OeKB shall inform the customer ~~in the notification~~ of the ~~changes offered~~change proposed in each case as well as of the fact that the customer's silence upon expiry of the deadline shall be deemed tantamount to consent. The notification of ~~changes offered to~~ the customer ~~regarding the proposed change~~ may be effected in any form agreed with the customer in the ~~context of the~~ business relationship. ~~The agreed form of~~ An agreement made with the customer ~~regarding the~~ service of ~~OeKB~~ statements ~~of OeKB~~ shall also apply to the notification of such changes.

5.2. Reimbursement of expenses, default interest

~~No-Section 43.~~ (1) The customer shall bear all ~~expenditure, necessary and expedient~~ expenses, disbursements and costs ~~incurred in that arise from~~ the business relationship ~~between it and OeKB with him or her~~, in particular stamp duties and legal charges, ~~potential non-personal any property~~ taxes, postage, cost of insurance, legal counsel, ~~debt enforcement and~~ collection, consultancy ~~services~~ in business administration, ~~telecommunication as well as~~ matters, telecommunications and for the provision, administration, ~~uti~~realisation and release of collateral. In case OeKB is unable to carry out a payment ~~order instruction~~ by the customer due to lack of cover or if it has to take action against the customer due to ~~third-party~~ enforcement measures ~~taken by third parties~~, it shall be entitled to collect an appropriate lump-sum expense allowance as displayed in the scheme of conditions.

(2) OeKB ~~shall be entitled to may~~ charge such expenses as a lump -sum ~~amount~~ without specifying the individual amounts unless the customer expressly ~~demands itemisation of the individual amounts requests~~ an itemised breakdown.

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

6. Collateral

6.1. Provision and increase of collateral

6.1.1. Right to collateral

~~No-Section 44.~~ In the event of a change in the risk pursuant to Section 45, OeKB may demand from the customer within one week (even if the claims are conditional, limited in time or not yet due), for claims arising out of from the business relationship the provision of with the customer, require the customer in any case to provide collateral in the form of bonds, issued by Member States of the EU which have adopted the euro, or bonds or unconditionally guaranteed by them, to EU Member States, which have adopted the euro, to the extent of these such claims and as well as a safety margin collateral surcharge of 10 percent% within one week, even if the claims are conditional, limited in terms of time or not yet due.

6.1.2. Change in the risk

~~No-Section 45.~~

~~In case~~ If circumstances occur or become known subsequently which justify an increased risk assessment of ~~the~~ claims ~~against vis-à-vis~~ the customer, OeKB shall be entitled to demand require the provision or increase of collateral within one week. This shall, in particular, be the case if the economiefinancial situation of the customer has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate. This shall apply even if no collateral was required at the time when the claims came into existence.

6.2. Lien of OeKB

6.2.1. Scope and coming into existence

~~No-~~**Section 46.** (1) The customer ~~grants~~shall grant OeKB a lien ~~on any items~~for receivables pursuant to Section 47. ~~in respect of his or her assets~~ and rights ~~of any kind~~ which come into ~~the OeKB's~~ possession ~~of OeKB~~according to the customer's intention and ~~shall~~ irrevocably ~~commit themselves~~undertake to make ~~statements~~any declarations and ~~take~~implement any measures necessary ~~for the creation of~~to create the lien.

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

~~No-~~

Section 47. (1) The lien shall secure ~~OeKB's~~the claims ~~vis-à-vis of OeKB against~~ the customer under the business relationship, including joint accounts, even if the claims are conditional ~~or~~, limited ~~as to~~in terms of time or not yet due. The lien shall also secure OeKB's legal claims and claims against third parties where the customer is personally liable for fulfilment.

(2) The lien shall be created ~~in case~~upon possession of the pledged asset by OeKB, provided that OeKB has claims ~~of OeKB at this time~~ pursuant to paragraph 1 ~~exist when OeKB takes possession of the item~~; otherwise it shall be created at ~~any future point in the~~ time when such claims ~~later~~ arise.

(3) If the value of the customer's assets and rights in respect of which OeKB's lien exists is higher than OeKB's collateralised receivable. OeKB shall only assert the lien on rights and assets whose value corresponds to 120 percent of the amount of the receivable. If the lien extends to multiple assets and/or rights, OeKB shall assert the lien on those assets and/or rights whose realisation is associated with the lowest costs.

6.2.2. Exemptions from the lien

~~No-~~**Section 48.** (1) The lien shall not include ~~items~~assets and rights ~~that have been~~ dedicated by the customer ~~to the carrying out of a certain order~~, prior to ~~coming into the~~ existence of the lien, to the execution of a certain order, such as amounts ~~designated for the cashing of honouring a certain particular~~ cheque or ~~honouring of a certain~~ bill of exchange as well as for ~~the carrying out of executing~~ a certain transfer. This shall, however, apply only for as long as the dedication is valid.

(2) Notwithstanding the existing lien, OeKB ~~will~~shall carry out dispositions of the customer ~~regarding in favour of third parties in respect of~~ credit balances on current accounts ~~in favour of third parties for~~ as long as the customer has not received ~~a~~ notification ~~by from~~ OeKB of the assertion of the lien. Attachment of the credit balance shall not be considered a disposition by the customer.

(3) ~~The~~ Furthermore, the lien shall not ~~include~~extend to assets ~~which that~~ the customer has disclosed in writing to OeKB as ~~trusts~~escrow assets prior to the ~~coming into~~ existence of the lien or which have come into ~~the OeKB's~~ possession ~~of OeKB~~ without the customer's ~~will~~intention.

6.3. Release of collateral

~~No-~~**Section 49.**

~~Upon~~ At the customer's request, OeKB ~~will~~shall release collateral to the extent ~~that~~ it has no justified interest ~~according to No. 44. and No. 45. in keeping it as security, such collateral within the meaning of Sections 44. and 45.~~

6.4. Realisation of collateral

6.4.1. Sale

~~No-Section 50.~~

~~Collateral having a market price or stock exchange price shall be realised by OeKB in compliance _____ In accordance with the provisions of the Financial Collateral Act (Finanzsicherheiten-Gesetz, FinSG), if applicable, OeKB shall realise collateral that has a market or stock exchange price primarily by selling it at such this price in on the open market. However, OeKB and the customer shall also agree on any other manner of realisation provided for in the Financial Collateral Act FinSG, in particular the acquisition appropriation and charged iting of the asset value, use in lieu of payment, set off, or offsetting.~~

~~No-~~

Section 51.

~~Should the Financial Collateral Act _____ If FinSG is not be applicable or impracticable its application is not feasible for OeKB, e.g. when there is neither a for example, if the collateral has no market nor a or stock market exchange price for the collateral, OeKB and the customer shall agree on a realisation of to realise the collateral according to in accordance with the provisions of sections 466a et seq. of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, hereinafter ABGB).~~

6.4.2. Forced sale of collateral

~~No-Section 52.~~ OeKB shall also be entitled to realise the collateral by a forced sale of the collateral.

6.4.3. Collection

~~No-Section 53.~~ OeKB shall be entitled to may terminate and collect all kinds the receivables of claims any kind provided to it as collateral (including securities) at the time the secured claim when the collateralised receivable becomes due, if there is a its recovery would be at risk that they could not be recovered otherwise. Prior thereto, it is entitled to collect the claim receivable serving as collateral when it becomes due. In case of a considerable and permanent loss in value of the claim receivable serving as collateral, which jeopardises the recovery of OeKB's claims, the same may be terminated even prior to its falling due. To the extent possible, the customer shall must be informed thereof in advance. Amounts collected prior to the due date of the secured claim collateralised receivable shall serve as collateral instead of the claim receivable collected.

6.5. Right of retention

~~No-Section 54.~~ OeKB shall be entitled to may withhold payments any services to be made rendered by it to for the customer due to claims arising out of from the business relationship even if they are not based on the same legal relationship. Number Sections 48. and Number 49. shall apply accordingly.

7. Offsetting and crediting

7.1. Offsetting

7.1.1. By OeKB

No. 54.

Section 55. (1) OeKB ~~is~~ shall be entitled to offset all of the customer's claims, to to attachment, against all liabilities of the customer vis-à-vis OeKB.

(2) Notwithstanding the existing right to offset, OeKB ~~will~~ shall carry out third parties in respect of credit balances on current accounts as for offsetting statement. Attachment of the credit balance shall not be con

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7.1.2. *By the customer*

No. 55.

Section 56. The customer shall ~~only be entitled~~ unconditionally and irrevocably waive his or her right to offset ~~their~~ his or her liabilities, even if OeKB is insolvent or ~~if the claim of the customer~~ customer's receivable is related to ~~their~~ his or her liability or has been ~~ascertained~~ established by a court decision or recognised by OeKB.

7.2. **Crediting**

No. 56.

Section 57. Notwithstanding the provisions ~~of section 1416 of the Austrian Civil Code (ABGB),~~ OeKB may initially credit payments first to claims receivables of OeKB ~~which are either unsecured or where if no collateral has been provided for the same or if~~ the value of the collateral provided does not cover the claims receivables. In this respect, it is irrelevant when the individual claims receivables became due. This shall also apply to a current account relationship.

8. Account Information

Section 58. (1) The web application "Account Information" is a free service via which account balances and movements in OeKB accounts can be retrieved at any time for information purposes and without obligation by the customer or by the user named by the customer.

(2) Prerequisites for use of the web application by the customer or by the user named by the customer are as follows:

- registration for the OeKB service platform and acceptance of the terms of use,
- registration for the web application "Account Information".

(3) Despite taking the utmost care with its operation of this service, OeKB accepts no liability for the up-to-dateness, accuracy or completeness of the retrievable information or for the availability of the web application.

(4) OeKB shall reserve the right to restrict, expand or adapt the web application and /or its functionality at any time as well as to suspend operation (completely or temporarily).

