

This English translation is provided for your convenience only. In the event of discrepancies the German original text shall prevail over the English translation.

## **1 GENERAL INFORMATION**

**1.1** TelefonBanking is a special service product of UniCredit Bank Austria AG ("the Bank"). It enables a customer (holder of a current account or a safe-custody account or authorised signatory on such an account) to use the services offered by the Bank via telephone (i.e. obtain information and instruct the Bank to execute orders relating to current accounts and safe-custody accounts). By extension of Section 11 of the "General Terms and Conditions of UniCredit Bank Austria AG", the current/safe-custody account holder can also use TelefonBanking to inform the Bank of changes in his/her address or of changes in another address for the receipt of account correspondence indicated by him/her.

**1.2** The "Agreement on Participation in Bank Austria TelefonBanking" ("the Agreement") is concluded between the customer and the Bank for an indefinite period. The Agreement entitles the customer to use TelefonBanking. The customer will then be permitted to access all current accounts and safe-custody accounts held by him/her via TelefonBanking. If the current/safe-custody account holder wishes to allow an authorised signatory to access the account via TelefonBanking, s/he must consent to such authorisation in writing. For joint current/safe-custody accounts, all account holders must give their written consent before another account holder or authorised signatory is permitted to access the account via TelefonBanking. For current/safe-custody accounts with collective signing authority, access via TelefonBanking is limited to calling up account information.

## **2 DEFINITIONS**

### **2.1 User Code (user identification):**

Every customer receives a user code comprising several digits, which enables the Bank to assign a customer to the current/safe-custody accounts which s/he is authorised to access via TelefonBanking. The Bank will inform the customer of the user code when s/he signs the Agreement. The user code may not be changed by the customer.

### **2.2 Personal Identification Number (PIN):**

The PIN code serves to verify the identity of the customer for TelefonBanking and is required in order for the customer to be able to submit orders and request information via TelefonBanking. The PIN code is a five-digit number which is either handed to the customer personally in a sealed envelope after s/he has signed the Agreement, or

which is mailed to him/her upon the express wish of the customer. Whenever the customer calls the Bank in order to use the TelefonBanking service, s/he must identify himself/herself by using the telephone keys to enter two digits of this five-digit PIN code which are randomly selected by the Bank's computer system.

The customer may change his/her PIN code for TelefonBanking whenever s/he wishes. Alternatively, the customer may request a new PIN code at any of the Bank's branches during business hours. The new PIN code will be given to the customer personally at the Bank branch or mailed to him/her upon the express wish of the customer.

### **2.3 Agreed password:**

The password to be indicated by the customer in the Agreement may consist of letters, numerals or a combination of letters and numerals, with the number of characters not exceeding 20. The customer must indicate the agreed password to a member of the Bank's TelefonBanking team whenever a transaction is effected or information is requested via TelefonBanking. The Bank will verify the password exclusively in its spoken form; the Bank does not give attention to any special spelling of the agreed password (e.g. modified vowels or umlauts, double letters etc.). If no password is indicated or if the indicated password is incorrect, the TelefonBanking service can only be used the following day. The customer may change the agreed password at any of the Bank's branches during business hours.

### **2.4 Personal Identification Details:**

The user code, PIN code and agreed password constitute a customer's personal identification details for TelefonBanking.

### **2.5 Single Password System:**

The Bank uses the single password system for its TelefonBanking services, and for some other service products which require the use of a user code. This means that a customer always receives only one user code and one PIN code, which are to be used for all current/safe-custody accounts which the customer is authorised to use for TelefonBanking transactions (and for other service products for which a user code is required). If the user code is blocked, the customer is unable to conduct any transactions for which the user code is normally required.

### **3 IDENTIFICATION**

The customer's authorisation to conduct banking transactions via TelefonBanking is always verified exclusively on the basis of the personal identification details.

### **4 TRANSACTIONS VIA TELEFONBANKING**

**4.1** Transactions can generally be effected and declarations of intent submitted to the Bank via TelefonBanking 24 hours a day, 7 days a week. As maintenance work occasionally has to be carried out at the Bank's data processing centres, a service window is provided from 0:00 hours to 6 a.m.

TelefonBanking services may not always be available during this time if maintenance work is in progress.

**4.2** After establishing the telephone connection with the Bank's TelefonBanking service, the customer must enter the user code and the PIN code using the telephone keys and then choose between giving instructions or requesting information via voice computer (IVR) or a member of the Bank's TelefonBanking team. The customer must then release the instructions or the request for information via the member of the Bank's TelefonBanking team by indicating the agreed password. The Bank will verify the personal identification details indicated by the customer; if they are correct, the Bank will answer the request for information and accept any instructions for further processing.

**4.3** The time of receipt is the time at which a transaction order is received by the Bank via TelefonBanking. If a transaction is received on a day other than a bank business day or on a bank business day but after the business hours indicated to the customer, the transaction will be treated as if it had been submitted on the next bank business day.

**4.4** As many transfer orders for an account can be submitted via TelefonBanking as desired. However, transfer orders may only be submitted within the drawing limit for the respective account up to the transaction limit. The transaction limit is applicable per day and can be seen from the list of "Other Prices for Payment Services", which are displayed in the Bank's branches as required by the Austrian Banking Act. Any changes in the transaction limit must be agreed between the Bank and the customer.

This may also be done by way of an offer made by the Bank to the customer and by the customer not filing an objection to such offer. In this context the following rules must be observed:  
Changes in limits will become legally binding for all

future instructions given via TelefonBanking after a period of two months following receipt of the offer unless the Bank receives a written objection from the customer within a period of two months following receipt of the offer. The offer may be made to the customer in any form agreed with the customer under the business relationship. An agreement made with the customer on the delivery of declarations or notifications by the Bank (e.g. by mail or by statement of account) also applies to the offer for limit changes.

In such an offer, the Bank will draw the customer's attention to the fact that

- his/her failure to file an objection within a period of two months after receipt of the offer will constitute tacit acceptance of the changes and
- the customer has the right to terminate the Agreement free of charge, and without giving notice, before the changes become effective.

The transaction limit does not apply to internal transfers. Internal transfers are defined as transfers from an account held with the Bank to another account held with the Bank, with the holder of both accounts being identical or (in the case of joint accounts) with at least one of the account holders being identical.

The customer can specify whether the order should be executed during the next possible internal processing run, or at a future point in time (forward order). If the desired forward date is not a bank business day, the order will be treated as if it had been received on the following bank business day.

**4.5** An authorised transfer order cannot be cancelled once it has been received by the Bank via TelefonBanking. A forward order that has been received by the Bank can be cancelled by 24:00 (midnight) of the business day before the agreed execution date either via TelefonBanking using the personal identification details, or personally at any of the Bank's branches during its business hours.

**4.6** The Bank is authorised to execute transactions submitted in the name of a customer who is not considered a consumer for the purposes of Section 3 no. 11 of the Austrian Payment Services Act ("an entrepreneur") via TelefonBanking using the personal identification details for account of this customer if the Bank, applying a reasonable level of prudence, has no reason to believe that these orders were not submitted properly in the name of the respective customer and if the submission of improper orders cannot be attributed to the Bank.

### **5 DUE CARE**

**5.1** The customer is obligated to keep his/her personal identification details secret and not to

disclose such details to any other persons (including Bank employees, except when providing the user code for use of TelefonBanking, and unless the user code is provided for notifications pursuant to items 5.3 and 8).

**5.2** If the customer has reason to believe that another person has gained knowledge of his/her PIN, s/he must change his/her PIN immediately and notify a branch of the Bank or the TelefonBanking team of his/her concerns. It is recommended that the customer change his/her PIN regularly (e.g. every two months). The personal identification details must not be kept in writing. The customer shall take care that his/her personal identification details cannot be viewed by third parties when s/he uses them.

**5.3** The customer must inform the Bank of the loss, theft or misuse of his/her personal identification details or any other unauthorised use of TelefonBanking as soon as s/he becomes aware of this fact.

## **6 REFUSAL OF TRANSFER ORDERS**

**6.1** The Bank may only refuse to execute a transfer order that was submitted by a customer via TelefonBanking if

- the customer identifier (payment services provider of the payee – routing code or Bank Identifier Code = BIC – and account number or International Bank Account Number = IBAN) is incorrect or incomplete; or
- the account does not have the required cover to execute the transfer; or
- the execution of the order would be in violation of Austrian or Community law, or of a court order or an order issued by an administrative authority; or
- the Bank has reason to believe that the execution of the order would constitute a criminal act.

**6.2** The Bank will inform the customer of the refusal of the transfer order as quickly as possible in a form agreed with the customer, including information on how the order can be corrected. The reason for such refusal will only be provided if this is not in violation of Austrian or Community law or of a court order or an order issued by an administrative authority.

## **7 CORRECTION OF UNAUTHORISED PAYMENT TRANSACTIONS**

In the event that an unauthorised or incorrectly executed payment is debited from the customer's account, proceedings to have the payment corrected by the Bank can only be initiated when the Bank is informed of the unauthorised or incorrectly executed payment immediately as soon as the customer gains

knowledge of the fact, in any case not later than 13 months after the date of the payment, unless the Bank did not provide the customer with information on the respective transfer order or payment to the debit of his/her account (reference number, amount, currency, fees, interest, exchange rate, value date) in the form agreed with the customer.

If the customer is an entrepreneur, this period is reduced from 13 months to 3 months.

## **8 BLOCKING**

**8.1** Every current/safe-custody account holder and authorised signatory can have his/her user code blocked as follows:

- by telephone at any time via TelefonBanking, or
- personally or in writing at any of the Bank's branches during its business hours.

A request to block a user code that is submitted at a branch during its business hours or at any time via TelefonBanking becomes effective immediately. Written blocking requests received by the Bank outside its business hours will be processed immediately and will take effect no later than one hour after it next opens for business.

**8.2** A customer who submits a blocking request via TelefonBanking must go to a Bank branch immediately and confirm the blocking request in writing, or submit such a written confirmation to the Bank by other means.

**8.3** The Bank is authorised to block a user code independently of the customer or to reduce the agreed transaction limit if

- there are objective grounds to do so with regard to the security of the personal identification details or the systems for which they can be used;
- there is reason to believe that unauthorised orders have been submitted using the personal identification details, or that the personal identification details have been misused in some other way; or
- there is a significant risk that the current/safe-custody account holder will not be able to fulfil his/her payment obligations to the Bank arising from the use of his/her personal identification details.

The Bank will inform the customer of the blocking of the user code and also the reasons for such blocking (if this is not in violation of Austrian or Community law, a court order or an order issued by an administrative authority, or objective security considerations) in the form agreed with the customer before the user code is blocked if possible, or

immediately after such blocking.

**8.4** If an incorrect PIN is entered four times in succession, the user code will be blocked immediately after the fourth incorrect entry.

**8.5** This block can only be lifted by way of a written request from the customer, or personally by visiting a Bank branch.

**8.6** If the password is indicated incorrectly or incompletely, the agreed password will be blocked automatically for the day when it was indicated incorrectly or incompletely. Such automatic blocking becomes effective immediately after the password was indicated incorrectly or incompletely.

## **9 EXPIRY AND CANCELLATION OF THE AUTHORISATION**

**9.1** When an account is terminated, all TelefonBanking authorisations for the account expire automatically. The TelefonBanking authorisation of an account holder or authorised signatory also expires when s/he is no longer authorised to sign singly on the respective account. The same applies to safe-custody accounts.

**9.2** Every customer may terminate the agreement in writing at any time subject to one month's notice. Every current/safe-custody account holder may revoke the TelefonBanking authorisation of an authorised signatory in writing or personally at any of the Bank's branches.

**9.3** The Bank may terminate the agreement at any time, without stating any reasons, subject to two months' notice; such termination must be communicated to the current/safe-custody account holder on paper or on another durable medium as agreed.

**9.4** The Agreement may be terminated immediately without notice by the customer or the Bank for important reasons. This shall especially be the case when the customer has made his/her personal identification details available to another person.

**9.5** Upon expiry or termination, all obligations related to securities transactions that have been entered into by then and the obligation to settle all receivables and claims to which the Bank is entitled in connection with this Agreement shall remain effective in full.

## **10 CHARGES**

**10.1** The Bank is entitled to make a charge for the TelefonBanking services which it provides to customers, and it is entitled to reimbursement of

expenses deemed necessary and useful for rendering the services. The amounts of these charges and of expenses to be reimbursed are listed in the "Other Prices for Payment Services", which are displayed in the Bank's branches as required by the Austrian Banking Act. The charges for permanent services rendered by the Bank may be changed pursuant to an adjustment clause contained in the "Agreement on Participation in Bank Austria TelefonBanking", or pursuant to an adjustment clause contained in the "Other Prices for Payment Services" displayed pursuant to the Austrian Banking Act at the time the "Agreement on Participation in Bank Austria TelefonBanking" is concluded.

**10.2** Changes in charges beyond those described in 10.1 and the introduction of charges for services that are currently offered free of charge are subject to agreement with the customer. Such changes shall become effective 2 months after the customer was informed of the change requested by the Bank in writing, provided that the Bank has received no written notice of objection to the changes from the customer before this period expires. The Bank will inform TelefonBanking customers of such requested changes in the form agreed with the customer, either via regular mail or in the customer's account statement. This notification will inform the customer of the fact that his/her failure to file an objection before the end of the period of notice will indicate his/her tacit acceptance of the changes, and that s/he has the right to terminate the Agreement free of charge, and without giving notice, before the changes become effective.

**10.3** Charges and reimbursement of expenses which relate to securities transactions effected by the customer via TelefonBanking will be debited to the selected settlement account. The amounts of such charges and reimbursement of expenses are listed in the price lists "Prices for Securities Services" and "Terms and Conditions for Securities Trading via the Internet and TelefonBanking at a Glance".

## **11 DELIVERY OF STATEMENTS OR CORRESPONDENCE**

Statements of account are normally used as the means for delivering information pertaining to an account. A statement of account is deemed to have been delivered when the item is printed by an account statement printer. The printing of a statement of account marks the beginning of any period within which objections must be lodged in regard to the delivered declarations and information. The account holder is required to print a statement of account at regular intervals. If a statement of account is not printed by a customer for a period of 3

months, the Bank will send this statement of account by mail to the most recent address of the account holder known to the Bank.

## **12 AMENDMENTS TO THE TERMS AND CONDITIONS**

**12.1** Changes to these Terms and Conditions shall become legally binding for all current and future uses of TelefonBanking 2 months after the customer has been informed of these changes unless the customer files an objection to the changes with the Bank in writing before this period expires. The customer may be informed by any means agreed with him/her under the business relationship (especially via written notice on a statement of account or by mail). Any agreement made with the customer on the delivery of statements and declarations by the Bank also applies to information on changes to these Terms and Conditions.

**12.2.** When informing the customer of the changes, the Bank will inform the customer that changes to these Terms and Conditions have been made and that failure to file an objection within 2 months from the date on which s/he was informed of the changes will constitute tacit acceptance of the changes, and that s/he has the right to terminate the Agreement free of charge, and without giving notice, before the changes take effect.

**12.3** The "General Terms and Conditions of UniCredit Bank Austria AG" shall also apply to this Agreement. The regulations contained in these Terms and Conditions shall however take precedence over the "General Terms and Conditions of UniCredit Bank Austria AG".

## **B. SPECIAL CONDITIONS FOR THE SECURITIES FUNCTION**

### **1 GENERAL INFORMATION**

TelefonBanking generally enables the customer to purchase and sell equities, warrants, bonds, exchange traded funds, index certificates on selected exchanges as well as a selection (made by the Bank) of domestic and foreign funds registered for sale in Austria, and to subscribe to selected new issues.

The exchanges on which users can currently effect securities transactions via TelefonBanking and the types of securities that can be traded on the relevant exchanges via TelefonBanking are listed in the "Terms and Conditions for Securities Trading via the Internet and TelefonBanking at a Glance". These can be viewed on the Bank's website at [www.bankaustria.at](http://www.bankaustria.at) and are available upon request at any of the Bank's branches.

### **2 PLACING ORDERS AND SERVICE HOURS**

Orders can be placed via TelefonBanking during the service hours specified in the "Terms and Conditions for Securities Trading via the Internet and TelefonBanking at a Glance". Information on the current service hours for TelefonBanking is also available on the Bank's website at [www.bankaustria.at](http://www.bankaustria.at) or upon request at any of the Bank's branches.

Instructions issued in this way will be submitted on the same day until 10 minutes before the end of the service hours, taking the trading hours of the relevant exchange into account.

In this way, purchase and sale orders for individual securities positions can be placed on a same-day basis (intraday trading) via TelefonBanking.

The customer is provided with customer information documents (Key Information Documents – KID) as defined in the Austrian Investment Fund Act (Investmentfondsgesetz), which can be accessed electronically in the OnlineBanking portal (access via [online.bankaustria.at](http://online.bankaustria.at) / Financial Markets & Analysis / Securities finder / entering the fund ISIN / clicking the name of the fund in the results line in order to arrive at the details page and clicking the "KID button" on the details page). The Key Information Documents (KID) are also available at the Bank's branches.

The sale of blocked securities that are held in the specified safe-custody account(s) is not possible via TelefonBanking.

Other orders for safe-custody accounts are not permitted via TelefonBanking. In particular, it is therefore not permitted to place orders via TelefonBanking for the transfer of securities to another safe-custody account, for the deposit and delivery of securities, for the closing of current accounts or safe-custody accounts, or for orders related to capital measures other than those specified above.

The Bank will provide the customer with legally binding confirmation of the execution of the orders placed and the settlement note in writing via the agreed method for sending account correspondence. Therefore, an electronic order confirmation is only considered confirmation of the Bank's acceptance of the order for processing but not confirmation of execution or settlement.

Placing a purchase order via TelefonBanking is only permitted if the settlement account selected for the purchase order has the necessary cover (credit balance or agreed overdraft facility) for the execution of the order.

The customer is responsible for obtaining information on the trading hours at the time the order is placed and on standard practices of the relevant exchange. The Bank assumes no liability for damage or losses caused to customers because their order does not comply with the trading practices of the desired exchange.

### **3 LIEN**

The securities posted to the safe-custody account(s) specified for TelefonBanking are subject to the lien defined in Section 49 ff. of the General Terms and Conditions of UniCredit Bank Austria AG for all receivables to which the Bank is entitled in connection with the respective settlement accounts. If the market values of the securities held in the specified safe-custody account(s) fall to a level which no longer covers an outstanding balance in the associated settlement account(s), the customer shall be obligated to either provide the Bank with additional securities of sufficient value that are accepted by the Bank as collateral or to cover the outstanding amount so that sufficient collateralisation is once again restored within the period of time defined by the Bank. Cover assets that are not required in connection with this lien shall remain at the disposal of the customer with the approval of the Bank and as agreed with the responsible relationship manager. The Bank expressly reserves the right to block assets in connection with this lien to the extent this is necessary in order to secure receivables arising from management of the safe-custody account or from the business relationship in general. The Bank is entitled to sell in part or in full the securities that are either subject to a lien or blocked in the safe-custody account in accordance with the General Terms and Conditions of UniCredit Bank Austria AG in the event that the additional collateral or cover mentioned above is not provided or if a receivable arising from the business relationship (in particular from management of the safe-custody account) that has been claimed by the Bank is not settled in due time.