

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

These terms and conditions ("**T&Cs**") define the legal relationship between UniCredit Bank Austria AG ("**the Bank**") and the contracting party ("**the Company**") for a Company Credit Card issued by the Bank ("**the Card**"). The natural person in whose name the Card is issued ("**the Cardholder**") is only an authorised agent of the Company and not a contract partner of the Bank.

1. CONCLUSION OF AGREEMENT, DEFINITIONS, AND EXCLUSION OF PROVISIONS OF AUSTRIAN PAYMENT SERVICES ACT 2018

1.1. Company Credit Cards are requested by a Company for use by a natural person (the future Cardholder), are specifically designated as such, and may only be used for business expenses. The future Cardholder acts on behalf of and in the name of the Company in his/her dealings with the Bank. The Company shall be responsible for ensuring compliance with the T&Cs.

1.2. The Bank shall be entitled to accept or deny the Company's card application. The card agreement shall be concluded upon delivery/receipt of the Card to/by the Company or Cardholder (Section 864 [1] Austrian Civil Code [ABGB]). The Card shall remain the property of the Bank. The **Cardholder** shall receive a **Personal Identification Number (PIN)** separately from the Card that is only communicated to him/her and can be changed as defined in item 15.

1.3. A business day is every day of the year apart from federal holidays (Federal Law Gazette 1957/153), Saturdays, Sundays, Good Friday, and 24 December.

1.4. Item 14 describes and defines the 3D Secure process for payments related to online distance selling (e-commerce) in greater detail.

1.5. Sections 33 to 54, Section 56 (1), Section 58 (3), and Sections 66, 68, 70, 71, 74, and 80 of the Austrian Payment Services Act 2018 (Zahlungsdienstegesetz 2018; ZaDiG 2018) shall not apply.

2. USE OF THE CARD, LIMIT, LIMIT REDUCTION, IDENTIFICATION OF THE CARDHOLDER, PROHIBITED TRANSACTIONS

2.1. The Company shall be entitled to do the following at merchant locations within the agreed card limit (item 2.2):

2.1.1. Purchase goods and services by physically presenting/tapping the Card (i.e. the direct technical transmission of card data), depending on the technical

equipment available and the features of the Card (e.g. insertion into a card reader);

2.1.2. Purchase goods and services without physically presenting the Card by providing the card data when the transaction is concluded via telecommunication such as telephone, fax, or in e-commerce (distance selling);

2.1.3. Withdraw cash by physically presenting/tapping the Card (i.e. the direct technical transmission of card data), depending on the technical equipment available and the features of the Card (e.g. insertion into a card reader). In this case, the daily and/or weekly withdrawal limit at the cashpoint depends on the technical conditions of the given cashpoint and the limit agreed with the Bank in the card application. Cash withdrawals can be made at cashpoints by entering the PIN or at specially designated merchant locations by signing a receipt.

2.2. The card limit is the amount up to which the Bank has approved the use of the Card(s) issued for a card account as defined in item 2.1. The limit is agreed in the card application.

2.3. The Bank shall be entitled to reduce the approved card limit for as long as there is a significant risk that the payment obligations arising from the card agreement will not be met. The approved card limit shall be reduced in proportion to the deterioration of the Company's financial situation since the conclusion of the agreement. The Bank shall inform the Company of the change to the card limit.

2.4. Merchants shall be entitled to require an official photo ID in order to verify the Cardholder's identity.

2.5. Goods and services from transactions that violate a legal prohibition may not be purchased with the Card.

3. PAYMENT ORDER BY THE COMPANY

3.1. The Company must check that the invoice amount is correct before making payment with the Card. If a signature is required, the receipt must be signed in the same way as on the back of the Card (unless the Card does not have a signature field) and on the card application (field for the Cardholder's signature). A differing signature shall not change the fact that the Company is liable for covering the liabilities entered into with the Card.

3.2. The Company irrevocably orders the Bank to pay the invoice amount to the given merchant by providing the Card data to the merchant or by presenting/tapping the Card at the merchant location and, if necessary, completing the customer authentication. The customer authentication can take place by signing a receipt, entering the PIN, or by completing the 3D Secure process

via the app provided by the Bank (for information about the authentication of payments via the 3D Secure process, see item 14.3). The Bank hereby already accepts such instructions to pay.

4. OBJECTIONS ARISING FROM THE UNDERLYING TRANSACTION

4.1. Any objections or differences of opinion pertaining to the underlying transaction with the given merchant (e.g. notice of defects) must be settled directly with the merchant. Without prejudice to the right defined in item 7.6, this shall not impact the Company's obligation to pay for goods and services purchased with the Card.

5. DUE DILIGENCE OBLIGATIONS OF THE COMPANY

5.1. The Company must ensure that the Cardholder signs the Card in the designated place on the Card immediately after the Card is received. If no such place is included on the Card, this requirement shall not apply.

5.2. The Company must ensure that only the Cardholder uses the Card.

5.3. In any case, the Card includes the Cardholder's first and last name, the Card number, and the expiration date. The Bank must be informed immediately about any incomplete and/or incorrect personal data on the Card if they are due to an error on the part of the Company (e.g. written incorrectly in the Card application).

5.4. The Company must ensure that the Cardholder opens the letter in which the PIN is communicated to the Cardholder immediately upon receipt and takes note of the PIN. The Company must ensure that the Cardholder then destroys the letter or stores it as defined in item 5.6.

5.5. The PIN may not be shared with anyone, not even employees of the Bank. The Company shall be obligated to ensure that the Cardholder takes all reasonable precautions to maintain the secrecy of the PIN. Insofar as would be considered reasonable, neither the Company nor the Cardholder shall share it with unauthorised third parties, note it down on the Card, keep it in the same place as the Card, or act in a similar way based on their own decision-making.

5.6. As soon as the Cardholder receives the Card, the Company must take all reasonable precautions to protect the personalised security features against unauthorised access.

5.7. If the Card is lost or stolen or the Company discovers that the Card has been misused or otherwise used in an unauthorised manner, the Company must report this immediately by telephone (+43 5 05 05-25) or by fax (+43 5 05 05-56155). When reporting by telephone, the caller must verify his/her identity and authorisation to report the information as an authorised agent of the Company by providing personal data.

6. LIABILITY OF THE COMPANY

6.1. Without prejudice to any contributory negligence on the part of the Bank (see item 6.4), the Company shall be liable for unauthorised payments made with a lost or stolen Card used as a payment instrument and for charges arising from the misuse of the Card as a payment instrument if the Bank incurs damages due to an unauthorised payment made with a lost or stolen Card or the misuse of a Card, irrespective of the degree of fault and with no limit in terms of the amount.

6.2. From the time the loss, theft, misuse, or other unauthorised use of the Card is reported to the Bank (or if the Card is blocked by the Bank at an earlier point in time, from this point in time), the Company shall be released from all liability for charges arising from misuse of the Card that are executed after the previously mentioned time this is reported (or if the Card is blocked by the Bank at an earlier point in time, from this point in time), unless the Company acted fraudulently.

6.3. The Company shall also not be liable for damages as defined in item 6.1 if such damages are caused by the fact that the Bank did not facilitate the immediate reporting of the loss, theft, misuse, or other unauthorised use of the Card or did not prevent all use of the Card after such a report was made, unless the Company acted fraudulently.

6.4. If the liability for damages is split between the Bank and the Company, particularly the type of personalised security features and the conditions under which the loss, theft, or misuse of the Card took place shall be taken into consideration. This shall not apply if the Company caused the damages by deliberately violating its due diligence obligations or by acting fraudulently.

6.5. For the purposes of clarification, it is hereby stated again that the Cardholder is not a contracting party. He/she shall not be liable for the payment of liabilities arising from the use of the company card or other liabilities arising from this agreement. This liability shall apply solely to the Company. The Company shall be liable for the Cardholder's conduct in the same manner as for its own.

7. ACCOUNT STATEMENT, PAYMENT, AND PROHIBITION OF SET-OFF

7.1. The Company shall receive a account statement in euros for every booking, but not more often than once a month, that contains at least a reference number for the given charge, information about the payee, the amount of the payment transaction, the date of the charge and the value date, and, if applicable, a breakdown of fees and interest, information about foreign currency transactions (item 8), particularly the exchange rate applied and the result of its application, and information about fees for the delivery of the account statement by regular mail (item 7.1.1).

7.1.1. The Company shall receive the account statement electronically in its mailbox in BusinessNet, unless another method has been agreed. This requires the

existence of an “authorised recipient for the delivery of electronic communications”. If the Company does not have BusinessNet or does not have an “authorised recipient for the delivery of electronic communications” in BusinessNet, it shall receive the account statement by regular mail.

If, however, the Company is not a registered Company (in the companies register) and has online banking (24You), delivery shall take place via this online banking method rather than as defined above.

The electronic communication of the account statement shall take place in such a way that the Bank can no longer make unilateral changes and the Company can save and print out the account statement.

7.1.2. The Bank reserves the right to send the account statement by regular mail to the most recent address provided by the Company for important reasons, without charging a fee.

7.2. The Company shall be deemed to accept the correctness of the account statement in terms of the merit and amount if it does not immediately inform the Bank upon discovery of an unauthorised or incorrect payment, but at the latest within three months of the date of the charge. This period shall not apply if the Bank did not provide access to or communicate the information about the given charge defined in item 7.1 to the Company. Further claims of the Company shall not be affected by this provision.

7.3. The Company shall pay the entire outstanding amount within five business days. This period shall be listed in the account statement for the Company's information.

7.4. If the card agreement is terminated with immediate effect by the Bank for important reasons, the Company must pay the open balance within 14 days.

7.5. The Company hereby unconditionally and irrevocably waives its right to offset its claims.

7.6. If the account statement shows a credit entry (e.g. credit from a merchant), the amount shall automatically be transferred to the current account specified by the Company for payment five business days after the account statement is sent.

7.7. The Company must ensure that there are sufficient funds in its current account to cover payment of the amount shown as due in the account statement. The amount shown as due in the account statement shall be debited from this account in line with the agreement.

8. CONVERSION OF FOREIGN CURRENCIES

8.1. Payment orders in currencies other than euros are always converted to euros and booked.

8.2. The exchange rate used by the Bank for this purpose consists of the reference exchange rate specified in item 8.3 and an agreed sell spread (see “Schedule of Prices and Conditions for Company Credit Cards”).

8.3. For the calculation of the exchange rate, the Bank applies the exchange rate calculated for the given currency by Mastercard International Incorporated (2000 Purchase Street, Purchase, NY 10577 USA) as the reference exchange rate.

This is generally calculated daily at 9:05 pm (CET) on the basis of various wholesale exchange rates for the international foreign exchange market from international sources (e.g. Bloomberg, Reuters) or exchange rates fixed by the government and published at <https://www.mastercard.com/global/en/personal/get-support/convert-currency.html>. As such, it is valid from 9:05 pm (CET) of the current day until 9:05 pm (CET) of the subsequent day. If, however, no exchange rate is calculated and published on the subsequent day (e.g. holiday), the applicability of the reference exchange rate is extended until 9:05 pm (CET) on the day on which a new exchange rate is calculated and published.

The reference exchange rate that is published on the website of Mastercard International Incorporated listed above at the time the payment order is placed shall be applied.

8.4. The exchange rate that is used as defined in item 8.2 can be found at the website www.psa.at/kursinfokreditkarten. For currencies of Member States of the EEA that are not the euro, the total currency conversion charges as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank in accordance with Article 2 number 9 Regulation (EU) No. 2021/1230 can be viewed here as well.

8.5. Article 4 (5) and (6) of Regulation (EU) No. 2021/1230 shall not apply.

9. LIABILITY OF THE BANK

9.1. If there is no underlying payment order by the Company for a transaction, the Bank shall refund the charged amount to the Company immediately (but at the latest by the end of the business day after the Company reports this or the Bank otherwise becomes aware that there is no underlying payment order) and, if applicable, shall restore the debited card account to the state it would have been in without this charge or, in the case that the account statement has already been paid for the given transaction, shall credit the amount resulting from the charge and the restoration of the card account to its original state. Further claims of the Company shall remain intact.

9.2. If use of the Card is not possible or only possible on a limited basis due to refusal of acceptance by the merchant or a fault at a merchant location, the Bank shall be liable for any resulting damages if the non-acceptance or other similar fault was caused by the Bank (or a third party attributable to the Bank).

10. VALIDITY OF THE CARD

10.1. The validity of the Card shall end at the end of the month specified on the Card in the year specified on the Card. The use of an invalid Card is not permitted, but shall not affect the Company's obligation to pay for goods and services purchased with such a Card.

10.2. The Bank shall issue a new Card for a further validity period in a timely manner before the expiration of the Card.

11. TERM OF THE AGREEMENT, TERMINATION

11.1. The card agreement shall be concluded for an indefinite period of time. The Bank and the Company can terminate it at any time subject to a reasonable period of notice. In any case, the individual card agreement shall end upon termination of the "Framework Agreement for Company Credit Cards" concluded with the Company. Fees paid in advance shall not be refunded. The Company can terminate the agreement by way of a signed, written notice or by returning the Card. It is recommended that the Card be voided (e.g. by cutting it into pieces) before returning it to the Bank. This shall not affect the right of the contracting parties to terminate the agreement immediately for important reasons that make the further adherence to the agreement unreasonable.

11.2. If the Card is not used solely for business expenses of the Cardholder, the Bank shall be entitled to terminate the card agreement for an important reason.

11.3. If a Card is valid beyond the end of the agreement, the Company must void said Card (e.g. by cutting it into pieces). If the Company does not do so, the Bank shall be entitled to collect the Card.

11.4. All further use of the Card shall be prohibited from the effective date of the termination.

12. CARD BLOCK

12.1. The Bank shall be obligated to block the Card if the Company requests that it be blocked.

12.2. The Bank shall block the Card when there are objective justified reasons related to the security of the Card or there is suspicion that the Card has been unauthorised or fraudulently used. The Bank shall be entitled to block a Card with a line of credit if there is a significantly increased risk that the Company may be unable to fulfil its liability to pay (e.g. late payment, negative entries at credit agencies, insolvency). As soon as the reasons for the block no longer apply, the Bank shall either unblock the Card block or replace the blocked Card with a new card – either of its own accord or at the request of the Company.

12.3. The numbers of blocked Cards are communicated to merchants. Merchants shall be entitled to collect blocked Cards.

12.4. The Bank shall inform the Company of a block initiated by the Bank and the reasons for the block before

the block is enacted if possible, or immediately afterwards. Such information will not be provided if it (1.) would conflict with objective security considerations; (2.) would conflict with EU or domestic legislation; or (3.) would violate a court or other legal order.

12.5. If the PIN is entered incorrectly at a terminal (cash dispenser or payment terminal) three times in a row in one calendar day, the Card can be collected and/or disabled for security reasons. However, use of the Card can be reinstated if the Company requests the PIN from the Bank again. Regardless of the location and the operator of the given terminal, a calendar day shall be based on Austrian time.

12.6. If the Company reports the loss, theft, misuse, or other unauthorised use of the Card to the Bank – such a report can be made by the Company free of charge – the Card shall be blocked free of charge. As soon as the reasons for the block no longer apply, the Bank shall unblock or replace the Card with a new one – either of its own accord or at the request of the Company.

12.7. Without prejudice to the Bank's obligation pursuant to Section 64 (1) 3 ZaDiG 2018, the use of a blocked Card is prohibited. If a blocked Card is later found again, it must be voided immediately (e.g. by cutting it into pieces) and may no longer be used.

13. CHANGE IN THE COMPANY'S/CARDHOLDER'S ADDRESS AND MEANS OF COMMUNICATION

13.1. The Company shall inform the Bank of a change in its address or e-mail address immediately in a signed, written notice or via online banking. Furthermore, the Company shall be responsible for either informing the Bank itself or ensuring that the Cardholder informs the Bank of a change in the Cardholder's address immediately in a signed, written notice or via online banking. If a change of address was not communicated, legally relevant declarations/account statements of the Bank shall be deemed to have been received by the Company if they are sent to the last address provided by the Company or the last address provided for the Cardholder.

13.2. The agreed forms of communication shall be electronic communication via messages sent to the online banking mailbox, via text message, or via push notifications sent to a mobile phone, written communication in paper form (or by telex), and communication by telephone.

14. USE OF THE CARD IN THE 3D SECURE PROCESS

14.1. Requirements: In order to use the 3D Secure process, the Cardholder must

(a) have active online banking access at the Bank, and

(b) have the MobileBanking app (app) installed on his/her device and have selected an authorisation code (ATC) during the installation of the app.

14.2. The definitions specified in item 1 are hereby supplemented as follows:

14.2.1. Authorisation code (ATC): This is a code that must be entered in the app starting with version 7 that can be used for submitting orders and other legally binding declarations of intent to the Bank through online banking as well as for the authorisation of Card payments as part of the 3D Secure process.

14.2.2. Biometric data: When using the Bank's online banking apps on mobile devices (smartphones or tablets), the user can use biometric data (e.g. finger prints or FaceID) instead of the online banking PIN and/or the ATC in the given online banking app, depending on the technical possibilities of the device being used.

14.2.3. Card data means the information stated on the Card that must be provided to the merchant when making payments via distance selling. This will generally be the cardholder's name, the Card number, the expiry date, and the Card Security Code (i.e. CVC/Card Verification Code or CVV/Card Verification Value).

14.3. Paying with the 3D Secure process:

14.3.1. Within the scope of online distance selling (e-commerce), the Company shall be entitled to make cashless payments for goods and services in Austria and abroad to merchants that offer the 3D Secure process.

14.3.2. The Company must ensure that the Cardholder enters the card data in the designated boxes when selecting the 3D Secure payment method. By clicking the push notification received on his/her mobile device that is registered for use of the app after entering the Card data, he/she will be taken directly to the page in the app on which the 3D Secure payment must be authorised. After reviewing the displayed merchant data and the intended transaction (particularly the invoice amount), he/she must enter his/her ATC in the designated entry box. By entering the ATC and confirming the payment using the means provided in the given payment process (e.g. "OK" button), the Company irrevocably orders the Bank to pay the invoice amount to the merchant.

14.4. The Cardholder can deactivate the Card for all distance selling payments and thus for the 3D Secure process in the Bank's online banking platform. The Bank shall block the Card for the 3D Secure process without the involvement of the Company/Cardholder if the requirements for a Card block are met (see item 12.2). A Card block also results in a block of participation in the 3D Secure process.

14.5. The due diligence obligations specified in item 5 are hereby supplemented as follows:

14.5.1. If misuse or other unauthorised use of the Card in the 3D Secure process is discovered, the Company must immediately report this as defined in item 5.7.

14.5.2. The Company must ensure that the Cardholder reviews the push notification for payment authorisation as defined in item 14.3.2.

14.6. The Bank shall not be obligated to ensure that all merchants accept the 3D Secure process. Therefore, the Bank shall not be liable for ensuring that the 3D Secure process is available with a specific merchant.

15. CHANGING THE PIN

15.1. The Company can change the four-digit numerical PIN for the Card at cashpoints within the European Economic Area (EEA) without withdrawing cash, provided that the cashpoints offer this function. No more than three changes are possible within a 365-day period. This function is available when the cashpoint has a corresponding menu item.

15.2. In order to change the PIN, the current PIN must be entered according to the instructions displayed on the cash dispensers after inserting the Card into the card reader of the cashpoint, and then the new, self-defined four-digit numerical PIN must be entered twice. After successful confirmation of the change, only the new PIN may be used for customer authentication for future transactions.

16. COMPENSATION OF EXPENSES BY THE COMPANY AND PROVISION OF AND INCREASE IN COLLATERAL

16.1. The Company shall bear all necessary and useful expenditures, out-of-pocket expenses, fees, and costs incurred in connection with the business relationship. The Bank may charge these expenditures as a total amount without providing an itemised list, provided that the Company does not expressly request an itemised list.

16.2. If circumstances that justify an increased risk assessment of the claims arise or become known after the fact, the Bank shall be entitled to require the provision of or an increase in collateral within a reasonable period. In particular, this shall be deemed to be the case if the financial situation of the Company has deteriorated or is expected to deteriorate or the value of the furnished collateral has declined or is expected to decline. This shall also apply if the provision of collateral was not required when the claims originated.

The Bank is obliged to review the financial situation of the Company regularly. In doing so, the Bank is entitled to request up-to date economic documents from the Company at any time, and the Company must comply with such requests without delay.

17. AMENDMENTS TO THE TERMS AND CONDITIONS, FEES, EXCHANGE RATES, AND INTEREST RATES

17.1. Amendments to the terms and conditions:

17.1.1. Amendments to these T&Cs must be agreed.

17.1.2. This can also occur by way of the following procedure: Amendments to these T&Cs and the Card agreement are proposed to the Company by the Bank in a timely manner so that the amendment notice is received

two months before the proposed date of the entry into force at the latest. If the Bank has received no objections from the Company by the proposed date of the entry into force, this shall represent tacit acceptance on the part of the Company. The Bank shall inform the Company of this fact in the amendment proposal. The Company shall be informed of the amendment proposal. The Company shall be entitled to terminate the card agreement immediately at no charge before the amendments go into effect. The Bank shall include notice of this fact in the amendment proposal.

17.1.3. The notice defined in item 17.1.2. shall generally be sent by regular mail to the address most recently provided by the Company. The Bank shall deviate from this general procedure and submit this notice in electronic form via the online banking mailbox if the Company has concluded an agreement for the use of online banking with the Bank. This electronic notice shall be made in such a way that the Bank can no longer make unilateral changes to the amendment proposal and the Company can save and print out the notice.

17.2. Changes to obligations and services:

17.2.1. The Bank may change, at its reasonable discretion, the material contractual obligations of the Bank or the Company (including exchange rates), also taking into account all relevant circumstances (particularly changes in the legal framework, changes on the money or capital market, changes in refinancing costs, changes in staff and non-staff expenses, etc.). Within these limitations, the Bank shall also be entitled to introduce new services that are subject to fees as well as new fees for services that have already been agreed.

17.2.2. Beyond the provisions defined in item 17.2.1, the Bank can propose changes to the mutual services and fees (changes specified in item 17.2.1 and changes above and beyond this) via the procedure defined in item 17.1.

17.3. Adjustment of exchange rates based on reference exchange rates:

Changes in the exchange rates can be applied immediately without the consent of the Company and without advance notice provided that the changes are based on the reference exchange rates defined in item 8.

18. CHOICE OF LAW AND PLACE OF JURISDICTION

18.1. The place of performance is Vienna.

18.2. The contractual legal relationship shall be subject to Austrian law, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

18.3. A Company may only file suits against the Bank at the competent court at the registered office of the Bank's headquarters. This shall also be the place of jurisdiction for suits filed by the Bank against a Company. However, the Bank shall be entitled to assert its rights in any other competent court regardless of location.