

General Information About Payment Services for Consumers

The information provided in this document is intended to inform customers about the circumstances that may be relevant to them in connection with the payment services offered by Kathrein Privatbank Aktiengesellschaft (in the following also referred to as "Kathrein"). However, it cannot replace the necessary contractual arrangements.

I. Bank Data

Kathrein Privatbank Aktiengesellschaft

Wipplingerstraße 25, 1010 Vienna

Phone number: +43/1/53451-0, Fax number: +43/1/753451-292

Email: privatbank@kathrein.at

Homepage: www.kathrein.at

SWIFT: KTBKATWW, BLZ: 19150

Company register no.: 144858y, Place of jurisdiction: commercial court Vienna

DVR number 0041688

License

Kathrein has been awarded a license by the Austrian Financial Market Authority, Otto-Wagner Platz 5, 1090 Vienna, which authorizes Kathrein to offer banking services, including payment services for its customers.

II. Current Account Agreement and Fees

1. Current Account Agreement and Terms and Conditions

Prior to opening a so-called "Girokonto" [current or giro account; checking account in the US]), the customer will receive this "General Information About Payment Services" and the Current Account Agreement ("Girokontovertrag") as well as

- a. the General Terms and Conditions
- b. the Special Terms and Conditions for Debit Cards
- c. the Special Terms and Conditions for the Electronic Debit Card (as offered by Kathrein)
- d. the terms and conditions for cashless payments online via the payment card service Maestro Secure Code (as offered by Kathrein)
- e. the terms and conditions for Electronic Banking services (Kathrein Mobile Banking or ELBA)

(hereinafter collectively referred to as "Terms and Conditions"), which the customer shall contract for if he/she is interested in payment services provided by Kathrein. The Terms and Conditions – provided that they have been agreed upon between Kathrein and the customer – form an integral part of the Current Account Agreement or of the general agreements for specific payment services, and they form the basis for the payment services to be provided by Kathrein.

At any time during the life of the Current Account Agreement, the customer may request that Kathrein present again at no charge the "General Information About Payment Services and the Terms and Conditions". If no other form of permanent storage media has been agreed upon, presentation of the documents will be in paper form.

2. Changes to the Current Account Agreement and Terms and Conditions

Kathrein will offer the customer changes to the Current Account Agreement, the Terms and Conditions or to the general agreements entered into with respect to individual payment services in the following manner and form (hereinafter referred to as "Amendment Proposal"). The provisions affected by the Amendment Proposal and the respective proposed changes will be presented in the form of a comparison table (hereinafter referred to as "Comparison"). In the event the Amendment Proposal applies to the Terms and Conditions, the bank will also publish the Comparison, as well as the clean updated version of the new terms, online on its website. The bank will indicate this in the Amendment Proposal. The customer will have the opportunity to object to the proposed amendments before the proposed effective date for the changes. In the Amendment Proposal, the bank will advise the customer of this opportunity and of his/her right to terminate the Agreement, with immediate effect and without any penalty fee, prior to the changes going into effect.

The Amendment Proposal and the Comparison will be delivered to the customer by the agreed method.

Delivery will be

- i. to the electronic banking mailbox (PostBox) agreed upon between the customer and the bank. The customer will be informed of this mode of delivery by postal mail or upon prior agreement via email to a designated email address;
- ii. or by email if the customer has selected email as the preferred mode of communication with the bank;
- iii. or by postal mail.

Upon delivery – this also applies to the Electronic Banking Mailbox – the Amendment Proposal and the Comparison can no longer be altered by the bank. If the Amendment Proposal and the Comparison have been delivered by email or to the Electronic Banking Mailbox, the customer can save an electronic copy or print out the documents. The Amendment Proposal, including the Comparison and in the event of delivery to the Electronic Banking Mailbox the respective notice of delivery must also be provided to the customer no later than two months before the proposed effective date of the amendments.

3. Duration of Contract and Termination

The Current Account Agreement and the agreements required for the individual payment services shall be concluded for an indefinite period of time. The customer has the right to terminate the Current Account Agreement and the agreements required for the individual payment services without penalty at any time as of the end of any calendar month. If the customer gives notice of termination on the last business day of a month, the termination will take effect on the first business day of the following month.

If Kathrein wishes to give notice of termination without cause, it must observe a notice period of two months. Notice of termination by Kathrein must be provided on paper or on some other form of permanent storage medium.

4. Fees and Charges; Costs and Expenses

The List of Fees and Charges specifies the fees charged by Kathrein for the payment services covered under the Current Account Agreement or the general agreement. The customer receives a copy of this list together with this General Information About Payment Services and, unless otherwise agreed upon, the list forms an integral part of the Current Account Agreement or general agreement. The List of Fees and Charges also specifies the fees charged for the notice of refusal of a payment order, for executing the customer's revocation of an order after the point in time of irrevocability, and for the efforts to recover an amount transferred to a wrong account because of an incorrect unique identifier specified by the customer.

Kathrein may change the agreed fees and charges stipulated in the Current Account Agreement or in the agreements for payment services only with the customer's consent.

An Amendment Proposal in accordance with Section II.2. regarding fees and charges agreed upon in the Current Account Agreement or in the agreements for payment services is only permitted or effective if the requirements of Section 44 of the General Terms and Conditions are met.

5. Foreign Currency Transactions

5.1. Foreign currency transactions with debit cards:

Cash withdrawals or cashless payments at POS terminals abroad, or online payments to merchants through Maestro Secure Code will be settled by converting the amount in foreign currency at the fixed exchange rate, for national currencies pegged to the euro, and at the exchange rate calculated as stated below, for currencies of countries that are not members of the European Monetary Union.

The foreign exchange rate is determined on the basis of the currency selling rates of Austrian and foreign banks made publicly accessible on the website www.austrofx.at, operated by Teletrader Software GmbH. The invoiced foreign exchange rate shall be derived for every foreign currency from the average of all currency selling rates compared to such foreign currency on www.austrofx.at without taking into account the rates of the financial institutes affiliated with the Raiffeisen Banking Group. At least 5 rates published on www.austrofx.at are required for determining a foreign exchange rate (without taking into account the rates of the financial institutes affiliated with the Raiffeisen Banking Group). If fewer rates are available, the reference exchange rate of OANDA Corporation accessible on the PSA Payment Services Austria GmbH homepage www.psa.at shall apply. The foreign exchange rates may be requested from the Bank or accessed at www.psa.at. The exchange date for the conversion shall be the day when Payment Services Austria GmbH, which processes such payments, receives the debit entry. The exchange rate as well as the exchange rate date will be provided to the account holder in the form agreed upon for delivery of statements.

5.2. In the event that Kathrein has to purchase or sell foreign currencies in the course of providing payment services, Kathrein will make the corresponding purchase or sale at the fair market exchange rate applicable at the time of executing the order (RBI fixing) and which Kathrein generally charges its customers. Such rates will be published and displayed at the bank counter and will be available upon request from the relationship manager of Kathrein no later than on the following business day and are applicable with immediate effect.

5.3. Any additional consideration payable to Kathrein arising from such transaction is also shown in the List of Fees and Charges.

6. Interest Rates

The interest rate applied to current account credits – and in the absence of overdraft facilities – to debit balances is also listed on the fees and charges sheet. Where variable interest rates are concerned, the adjustment of the interest rate will be made in accordance with the interest adjustment clause. Moreover, an Amendment Proposal to interest received and paid within the meaning of Section II.2. is only permitted and effective provided the requirements set out in Sections 46 and 47a of the General Terms and Conditions are met.

III. Communication with Kathrein

1. Language

The language employed by Kathrein for entering into contracts and communicating with its customers regarding payment services shall be German.

2. Means of Communication

In general, in addition to face-to-face communication during business hours, customers have the option to contact Kathrein through the channels specified in Section I above (Bank Details).

3. Legally Binding Statements and Notices

Legally relevant correspondence between Kathrein and its customers will be made in writing, unless otherwise agreed upon (such as consent obtained for delivery by electronic mail); notices may also be included in the account statements.

The authorization of payment orders as well as any notices and information in connection with payment orders will be communicated by the method agreed upon for the respective payment service. Apart from written communication, the following forms of communication are available, including without limitation, provided the customer has the necessary technical equipment, such as a computer with access to the internet, including a browser that supports 128-bit message encryption, and a telephone connection:

- telefax, e-mail and telephone, if required, specifying the code word agreed upon for that purpose;
- Electronic Banking, using the personal identifiers agreed upon (including, without limitation; user name, password, PIN and TAN or smsTAN (mTAN), electronic signature);
- mobile version of Kathrein Mobile Banking (app), using the personal identifiers agreed upon (including, without limitation user name, PIN or biometric identifiers (such as finger print, facial recognition), smsTAN (mTAN), password);
- other means of electronic data transfer, data carriers, mailbox in Kathrein Mobile Banking, in compliance with the special security features agreed upon;
- any mechanisms provided by the bank for electronic capture of signatures.

In the event of suspected or actual fraud or security breaches, the customer will be informed via the method agreed upon for the respective payment service, unless the urgency of the matter requires the bank to inform the customer in person or by telephone.

IV. Payment Transaction Services by Kathrein

1. Services Offered - General

Kathrein offers the following payment transaction services:

a. Maintaining Payment Accounts (so-called "Girokonten" [giro or current accounts, checking accounts in the US]), including the handling of deposits to and withdrawals from such accounts.

A giro account makes it possible for the customer to make cashless payments. It is the "hub" for most financial transactions. The giro account is intended for payment transactions and not as a savings account. It is used for accounting for money at call. All deposits and transfers to as well as all withdrawals and transfers from the account are booked to the credit or debit, respectively, of the account holder. Because of this continuing recording and balancing of the entries in the account, the monies in a giro account are also called deposits on current account.

Cash deposits into a payment account can be made in the cash area of Kathrein.

Cash disbursements of available amounts on a payment account can be made in the cash area of Kathrein by an authorized person (account holder, signatory. etc.) after corresponding legitimization or determination of the entitlement, or by using the debit card at an ATM.

- b. Executing Payment Transactions, in particular in the form of
– Money Transfers (also in the form of standing orders)

A money transfer is the cashless transfer of a certain amount of money from one account to another account with the same or a different credit institution. The order to transfer the money can be given in the forms agreed upon with the credit institution. The customer must authorize the order (by providing the signature(s) of the authorized signer(s) for the account, entering the password and personal identifiers such as PIN or biometric identifiers and/or smsTAN) and ensure sufficient funding of the account.

The customer may request a standard or express transfer, the latter ensuring efficient intra-day execution of the transfer order in euros via an express channel to the bank of the beneficiary.

With the necessary agreements in place and the required technical setup at Kathrein, transfers to a receiving bank that participates in the Instant Payments System can be in the form of an express transfer where the funds are credited to the receiving bank account within 10 seconds or less.

A standing order is the one-time written or electronic instruction given by the account holder or the authorized signer(s) for the account to his/her bank to make payments of an identical amount to one and the same beneficiary at regular intervals. A standing order may be given until further notice, or for a certain period of time fixed by the customer in advance.

- Direct Debit

Direct debit orders are used for the collection by the creditor/payee of money claims via an account of the debtor/payer. The debtor/payer authorizes the creditor/payee to debit its account and will be informed by the creditor/payee timely in advance. The debtor/payer's bank does not receive any instruction from the debtor/payer, but simply carries out the debit as soon as it receives a corresponding request from the creditor/payee via its bank. The customer may revoke its consent to direct debit of the account in writing at any time. The customer can limit its consent to direct debit by a third party to a certain amount or frequency or both.

- Payment Card Transactions

Payment transactions with debit cards.

V. Special Instruments of Payment

A. Description of the Instruments of Payment and Customer Duty of Care

1. Debit Card

- a. Description of the Instrument of Payment

Debit cards enable the customers – subject to the transaction limits specifically agreed upon with each customer and provided that there are sufficient funds in the customer's account –

- to withdraw money at automated teller machines (ATMs) and cash dispensers in Austria and abroad;
- to pay at checkouts in stores (POS terminals, debit card service, contactless feature of debit card service). The specific debit card features must be agreed upon with the bank.

Payment transactions made with debit cards are charged to the account individually and with immediate effect.

- b. Customer Duty of Care

As it is in the customer's best interest, he/she is obligated to exercise necessary care in keeping the debit card secure. The customer is not permitted to share the debit card with third parties.

The personal identification code must be kept confidential and stored separately from the physical card. It must not be written down, in particular, not on the transaction card. The personal code must not be shared with anyone, including without limitation, the cardholder's relatives, employees of Kathrein, other account holders or other cardholders. When using the personal code, the customer must make sure to keep it safe from prying eyes.

2. Electronic Banking – Mobile Banking

- a. Description of the Instrument of Payment

Electronic Banking (Mobile Banking) enables the customer to use the internet to check account balances, transfer money and set up standing orders at any time.

In addition, the customer has the opportunity to communicate directly with the relationship manager at Kathrein via secure Mailbox (PostBox).

Requirements for the use of Online Electronic Banking services: an account with Kathrein as well as internet access with a browser that supports 128-bit encryption (current versions of Microsoft Internet Explorer, Mozilla, Firefox, Safari or Opera).

Customers with a mobile device such as a smartphone or tablet with an Android or iOS operating system have the option to download a Mobile Banking app from the Google Play Store or the Apple App Store.

The login credentials (identifiers) for Electronic Banking are specifically user name, password and personal identification code (PIN).

The mobile version of the Electronic Banking (App) allows the user to activate biometric identifiers (such as finger print or facial recognition) as additional login credentials. This allows the user to access the Electronic Banking portal with biometric identifiers rather than entering other credentials. Biometric identifiers only work on mobile devices supporting that feature and on which the biometric identifiers are saved. The user must enable the feature in the app.

Electronic Banking (Mobile Banking) Security To gain account access, the user must enter his/her personal access data and password or mTAN (smsTAN). Biometric identifiers stored and enabled on the account holder's mobile device (e.g. finger print, facial recognition) can be used in the app.

Fund transfers and orders require inputting the mTAN (smsTAN).

The mTAN (smsTAN), a transaction specific code, is sent via text message to the mobile number specified by the client. After the customer checks that the order details received via text message match the ones of the original order, he/she can use the mTAN (smsTAN) to authorize the transaction in the Electronic Banking portal.

b. Customer Duty of Care

The identifiers must be kept confidential. The customer must make sure that third parties do not have any access to the identifiers. Identifiers may be shared with payment initiation service providers or account information service providers.

If it has been agreed that the TAN will be communicated via mobile phone, it must also be ensured that third parties do not have access to the handsets connected to that mobile phone line.

If the account holder added biometric identifiers in the app as an additional verification feature, he/she must ensure that unauthorized third parties do not have access to those identifiers.

Personal login credentials (user name, password, PIN) and fund transfer authorization data (smsTAN, TAN) must only be entered on the verified internet banking site of the financial institution (Kathrein Mobile Banking or ELBA), the app, and for the use of services offered by payment initiation service providers and account information service providers. The data must never be transferred through e-mail messages, on standard forms or entered into unidentified internet banking systems.

Financial transactions shall never be conducted via untrusted computers. Only use regularly and well-maintained computer systems which are regularly updated with the latest security software patches. The same applies to the browser. Enable automatic updates and phishing filters in the settings of the respective browser. Make sure to use current antivirus software with regular automatic updates against spy ware, viruses, Trojans. Enable a personal firewall to protect your computer system.

Never follow links embedded in e-mails or from other web sites to the (purported) Internet Banking portal of Kathrein. Use of bookmarks (favorites) may expose you to the potential risk of manipulation by hackers.

As a general rule, Kathrein never sends out e-mails asking customers to disclose confidential access or transaction details, such as user name, password, authorization number, PIN and TAN. E-mails of this type are always fraudulent in nature.

Carefully read and write down the Internet Banking address displayed so that it is recognized immediately next time you log in. Make sure that your connection is secure and encrypted. A padlock and the letters "https://" displayed in the address line of the browser means that the connection is safe. If you suspect that the connection is not safe, please check whether encryption via digital security certificate is enabled. Simply click the padlock symbol in the browser to see whether the security certificate is genuine. If the address line merely displays "http://...", it is definitely not Kathrein's verified Internet Banking site.

Before releasing the data you entered, check that it is complete and accurate. Data may only be released if the connection to the online banking system is secure.

Confidential information related to your bank account(s) must be kept in a safe place. As information on a personal computer is not safe from prying eyes, we strongly recommend that you do not store such information on the computer.

Please read the sections of your agreements devoted to security and observe the information regarding security provided by the bank on the website and contained in other publications.

Should you suspect fraud, do not disclose any data, and promptly contact Kathrein. Please add the telephone numbers for Kathrein and of the SperrHotline for Electronic Banking (hotline for blocking the card) to your mobile phone contacts. If anything happens that makes you concerned about the security of the system or the connection, change your login credentials (password)

as quickly as possible via a secure connection. If the account holder suspects that an unauthorized third party has gained knowledge of the identifiers, he/she must follow the necessary steps to block access immediately.

In the event of loss or theft of a mobile device which has biometric identification enabled, the account holder must instruct the bank to disable or block access or he/she must implement the measures.

The PIN must be changed regularly, at least every 2 months. Personal access and authorization data, such as login credentials (password, PIN) and fund transfer authorization data (smsTAN, TAN) must only be entered on the verified Internet Banking site provided by Kathrein. The data must never be transferred through e-mail messages, on standard forms or entered into unidentified internet banking systems.

c. Use of services offered by account information service providers and payment initiation service providers:

Provided the customer has online account access, he/she can engage a payment initiation service provider to place a transfer order with the bank, and he/she can use the services offered by an account information service provider to receive current account information.

4. Telephone Banking

a. Description of the Instrument of Payment

Telephone Banking enables the customer upon proper authorization to

– give payment orders and orders for the purchase and/or sale of securities to Kathrein via its customer advisor teams and to retrieve account information over the phone. When using Telephone Banking, the customer must identify himself/herself with his/her name and any other required identifiers (password).

b. Customer Duty of Care

The identifiers set up for Telephone Banking must be kept confidential. The customer must make sure that third parties do not have any access to the identifiers.

B. Blocking of Payment Instruments

1. Blocking by Kathrein

Kathrein has the right to block a payment instrument if

- (i) objective reasons related to the security of the payment instrument justify such measure;
- (ii) unauthorized or fraudulent use of the payment instrument is suspected; or
- (iii) the customer has not fulfilled his/her payment obligations arising from credit granted with the payment instrument (overdraft facility), and
 - fulfillment of the payment obligation is in jeopardy because the financial position of the customer or the co-obligor is deteriorating or at risk, or
 - the customer is in default or default is imminent.

Blocking of the debit card for the security reasons stated under (i) above can also be effected for certain countries to protect unauthorized use of compromised personal information related to the card. In this case, the card holder has the option to release the GeoControl block completely to allow the use of the debit card in those countries.

In addition, the bank can deny an account information service provider or a payment initiation service provider access to the payment account, if objective and sufficient evidence of unauthorized or fraudulent access to the basic payment account by the account information service provider or the payment initiation service provider, including unauthorized or fraudulent initiation of a payment transaction, justifies such measure.

Kathrein will inform the customer via the specified communication method before (if feasible) or immediately after blocking access to the current account by an account-information service provider or a payment initiation service provider and will disclose the reasons for the block.

However, such notification may be omitted if it is contrary to Austrian or EU specific legal provisions or objective security considerations or if it violates an order issued by a court or public authority. When using a payment instrument, the customer is obligated to comply with the terms governing the issue and use of such instrument.

As soon as the reason for blocking a payment instrument does no longer exist, Kathrein will unblock the payment instrument or replace it through a new payment instrument.

2. Blocking by the Customer

The customer must notify Kathrein without undue delay on becoming aware of any loss, theft, misuse, or any other unauthorized use of the payment instrument. Notice can be given directly to Kathrein during bank business hours by telephone; the telephone number is listed in Section I above. When reporting such an incident, the customer must supply the number of the account for which the payment instrument was issued. If the customer is unable to also supply the card number of the respective card and/or the authorization number to be blocked, all cards issued for this account and/or all persons registered as persons authorized to manage the account will be blocked

With Electronic Banking, customers can block their ELBA access personally via Kathrein Mobile Banking:

– by entering a wrong password five times;

ELBA:

– by entering a wrong PIN more than three times;

– by entering a wrong TAN more than three times.

In the mobile version of Electronic Banking, the account holder can disable biometric identifiers within the app “settings”. In the event of loss or theft of the mobile device, the account holder can request the bank to disable the biometric identifiers. A password change also triggers disabling of the biometric identifiers.

The account holder or the card owner can deactivate Maestro SecureCode through Electronic Banking by requesting a block. The number of the respective card must be entered. Blocking the card holder’s debit card cancels Maestro SecureCode for that card. Cancelling Maestro SecureCode on the other hand does not block the debit card.

VI. Placing and Executing Payment Orders

1. Placing, Authorization, Revoking and Rejection of Payment Orders

a) Placing an order requires entering the data required for the specific type of order. For electronic transfers in euros to a payee with a bank account at a payment service provider located in Austria or in a member country of the European Economic Area (EEA), the customer must specify the recipient’s International Bank Account Number (IBAN).

Transfers in other currencies than the euro to a payee with an account at a payment service provider located within the European Economic Area (EEA), must specify the recipient’s International Bank Account Number (IBAN) and the Bank Identifier Code (BIC) of the recipient’s payment service provider.

b) Transfers to a payee with an account at a payment service provider outside the EEA, must specify the payee as follows:

– by providing the payee’s name and account number and using either the name, the sort code or the BIC of the payee’s payment service provider, or

– by providing the payee’s name and IBAN and the BIC of the payee’s payment service provider.

IBAN and BIC or account number and name/sort code/BIC of the payee’s payment service provider which the customer has to enter according to a) and b) above, constitute the payee’s unique identifiers for executing the transfer.

Additional information relating to the payee such as including but not limited to the payee’s name, which must be specified when placing the order, does not constitute part of the unique customer identifier and is for documentation purposes only; will not be considered by Kathrein when executing the transfer.

The designated purpose stated in the transfer order shall be irrelevant to the bank in any case.

When giving an order, the customer must use the (electronic or written) order forms defined by Kathrein.

Kathrein will consider a payment order to have been authorized by the customer only if the customer has consented to the respective payment transaction in the form specifically agreed with the customer for that purpose and by using a payment instrument agreed upon with the customer. An order given by a court or public authority may replace such consent by the customer.

The customer is entitled to engage the services of a payment initiation service provider to initiate a payment order, unless the provider does not have online access to the current account.

The customer may withdraw consent for execution of a payment order

- before Kathrein receives the customer's payment order
- where a future execution date has been agreed upon, before the end of the business day preceding the agreed execution date.

In the event the payment transaction is initiated by a payment initiation service provider, the payment order can no longer be retracted once the customer has given the payment initiation service provider the go-ahead to initiate the transaction.

Direct debit orders may be revoked no later than one business day prior to the date agreed for the debiting of the account.

As to reimbursement options after the account has been debited, see Section VII.

Kathrein may only refuse the execution of an authorized payment order if

- the order does not meet all conditions specified in the Current Account Agreement and in the Terms and Conditions (including but not limited to missing required information or insufficient funds in the customer account or lack of a credit facility to cover the transaction);
- execution of the order would violate Community or Austrian law or an order issued by a court or a public authority; or
- there is enough reason to suspect that the execution of the order would constitute an offense.

2. Execution of Payment Orders

Kathrein ensures that after arrival of funds to be used for a payment transaction, those funds are delivered at the payee's payment service provider no later than at the end of the following business day.

For payment orders on paper, the aforementioned period is extended by one business day.

Those time limits only apply to the following payment transactions within the European Economic Area (EEA):

- Payment transactions in euros and
- Payment transactions in which amounts in euros are transferred to an EEA member state that does not participate in the European Monetary Union and will then be converted to the national currency.

For payment transactions within the EEA not described in (i) and (ii), the above-named period of execution is always 4 business days.

3. Cut-off for Receipt of Payment Orders

A payment order will be deemed to have been received by Kathrein if all preconditions agreed upon, including sufficient coverage, have been met and if the order is received by Kathrein on a business day by the cut-off time set forth in the appendix. If an order is not received on a business day or if an order is received on a business day after the cut-off time, it will be deemed to have been received on the following business day.

At Kathrein, business days for payment transactions are Monday through Friday, except for national and bank holidays, 24 December and Good Friday.

4. Liability of Kathrein for Non-Execution, Defective Execution or Delayed Execution of Payment Orders

With orders for payment to a payee's account within the EEA and directly initiated by the customer as the payer, Kathrein will be liable towards its customer for the correct and timely execution of the payment transaction up to the point in time when the amount is received by the payee's payment service provider.

From receipt of the amount, the payee's payment service provider will be liable to the payee for the correct subsequent execution of the payment transaction.

With payment orders within the EEA initiated by or via the payee, the payee's payment service provider is liable to the payee for proper transfer of the payment order to the payer's payment service provider. The bank's liability also applies to any charges and fees including interest for which it is responsible and which accrued the client as a consequence of non-execution or defective execution of the payment transaction.

If the amount specified in the payment transaction is neither in euros nor in another currency of an EEA member state, the bank can only be considered at fault and liable for its own actions regarding the parts of the execution that occur outside of the EEA and not for actions performed by the intermediaries engaged by the bank. Regarding the intermediaries, liability of the bank is limited to careful selection and instruction of the first intermediary in the chain.

5. Information about Specific Payment Transactions

a) Information about payment transactions charged to the account:

Kathrein will provide the customer the following information pertaining to payments charged to his/her account (including but not limited to fund transfers, direct debit) – provided the information is not already itemized on the account statement – once per month upon request and free of charge in the manner agreed upon in the Current Account Agreement (e.g. Electronic Banking, paper) so he/she can store them as is or reproduce them:

- a reference enabling the customer to identify the corresponding payment transaction and, where appropriate, information relating to the payee;
- the amount of the payment transaction in the currency in which the customer's account is debited or in the currency used for the payment order;
- the fees payable for the payment transactions, itemized where applicable, or the interest payable by the payer;
- where applicable, the exchange rate used in the payment transaction; and
- the debit value date or the date of receipt of the payment order.

The customer may contract with Kathrein to receive this information once per month at reasonable cost.

b) Information about payment transactions credited to the customer account:

Kathrein will provide the customer the following information pertaining to payments credited to his/her account (account credits) – provided the information is not already itemized on the account statement – once per month upon request and free of charge in the manner agreed upon in the Current Account Agreement (e.g. Electronic Banking, paper) so he/she can store them as is or reproduce them:

- reference that enables the customer to identify the respective payment transaction and the payer as well as other information transmitted with the payment transaction;
- the amount in the currency in which it is credited to the customer's payment account;
- the fees payable for the payment transactions, itemized where applicable, or the interest payable by the payer;
- where applicable, the exchange rate used in the payment transaction; and
- the value date for the credit.

The customer may contract with Kathrein to receive this information once per month at reasonable cost.

c) Information regarding charges

In accordance with Section 8 of the VZKG (Verbraucherzahlungskontengesetz, Consumer Payment Account Act), Kathrein will make the statement of fees charged (initial fee statement 2018) available to the customer at the office of the bank or on the Mobile Banking platform annually and upon termination of the master agreement. The customer may revoke this agreement at any time and request delivery to his/her address on file.

VII. Liability and Reimbursement Obligation in Connection with Payment Orders

1. Payment Transactions Not Authorized by the Customer

a. Account Debit Reversal

The bank will refund the customer the amount of a non-authorized payment transaction immediately or no later than by the end of the next business day after it learned or was informed of the payment.

Reimbursement entails crediting the customer account that was debited so that the balance in the account is the same as before the non-authorized payment transaction was executed, with a value date no later than the day the account was debited.

In the event the bank provided written notice to the Financial Market Authority of its legitimate suspicion that the customer acted in bad faith, the bank shall investigate and comply with its reimbursement obligation immediately after it has been confirmed that the suspected fraud was unfounded.

If the transfer was initiated by a payment initiating service provider, the reimbursement obligation remains with the bank. To request such reversal, the customer must notify Kathrein without undue delay upon becoming aware of any unauthorized payment transaction. The customer's right to request a debit reversal expires no later than 13 months after the debit date. Notwithstanding this right to request a debit reversal, there might be legal basis for other claims against the bank.

b. Customer Liability

If any payment transactions not authorized by the customer are the result of misuse of a payment instrument, the customer is obligated to indemnify Kathrein for the entire loss suffered by it, provided the customer

- (i) has acted fraudulently, thus making it possible for the loss to occur; or
- (ii) has failed – either with intent or by acting in grossly negligent manner – to comply with his/her obligations in connection with the careful storage of payment instruments, thus causing the loss to occur.

If the customer has failed to comply with his/her obligations by acting merely with slight negligence (i.e., if there was an instance of carelessness on the part of the customer that might happen even if a person exercises ordinary prudence), the customer's liability for the loss is limited to a maximum amount of EUR 50.

Furthermore, in the event of slight negligence, the customer will be fully released from liability,

- if the loss, theft or misuse of the payment instrument was not discoverable for the customer before the payment was executed, or
- the loss was the consequence of actions or neglect by an employee, an agent or a branch of the bank or a service to which the bank outsources certain activities.

In the case of negligence on the part of the customer, and if applicable, shared fault, the type of personalized security features and the special circumstances surrounding the loss, theft or misuse of the payment instrument must be taken into account.

The customer is not held liable (except in the event stated in (i)) for payment transactions initiated with a payment instrument after the customer instructed Kathrein to block such payment instrument/card.

If the bank does not require strong customer authentication, the customer of the bank is only liable for damages if the customer's use of the payment instrument is fraudulent.

2. Refund of an Authorized Payment Transaction Initiated by the Payee

The customer can request a refund for the amount debited to his/her account on the basis of a direct debit order within 8 weeks of the time of debit to the account.

The bank must comply with this request within ten business days and reverse the debit on the account with a value date of the date the account was debited.

VIII. Complaints

Kathrein strives to provide its customers with high-quality banking services, to address their concerns and requests and to meet their demands as well as possible.

In the event a customer has reason for complaint, Kathrein will review the complaint immediately. Customers should either contact their relationship manager, or if no satisfactory solution can be reached, the management or the Office for Complaints at Kathrein.

Customers can voice their complaints in person, by telephone or in writing (letter, e-mail to beschwerdemanagement@kathrein.at). Detailed information about how to file a complaint can be found on the Kathrein website at (www.kathrein.at)

In addition, customers can submit their complaint to the Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft (Joint Conciliation Board of the Austrian Banking Industry), Wiedner Hauptstraße 63, 1040 Vienna, an independent institution for out-of-court settlement of disputes. Alternatively, the customer can turn to the Austrian Financial Market Authority, Otto-Wagner-Platz 5, 1090 Vienna.

Any disputes arising in connection with the maintenance of accounts or with payment services shall be settled by Austrian courts of law and will be governed by Austrian law. The place of jurisdiction for Kathrein is the Commercial Court in Vienna.

ANNEX:**Cut-Off-Times Kathrein Privatbank Aktiengesellschaft:****(As per April 1, 2019)**

A payment order will be deemed to have been received by Kathrein if all preconditions agreed upon, including sufficient coverage, have been met and if the order is received by Kathrein on a business day by the cut-off time stated in the table below/in the annex.

If an order is not received on a business day or if an order is received on a business day after the cut-off time stated below/in the annex, it will be deemed to have been received on the following business day.

If an order or an amount is not received on a business day or if it is received on a business day after the cut-off time stated below, it will be deemed to have been received on the following business day.

At Kathrein, business days for payment transactions are Monday through Friday, except for national and bank holidays, 24 December and Good Friday.

SEPA payment:

(account and payment currency: EURO,

Recipient country: Austria, EU countries, and Iceland, Liechtenstein, Norway, Switzerland Monaco, San Marino)

Monday through Friday 14:30

International payments, foreign exchange required

(USD, CHF, JPY, AUD, TRY, RUB, GBP, HUF, PLN, CZK and NOK)

Monday through Friday 11:30

International payments, foreign exchange into other foreign currencies than listed above

Monday through Friday 10:30

International payments without foreign exchange

Monday through Friday 15:00