

Client Information of Bank Gutmann Aktiengesellschaft pursuant to the Austrian Payment Services Act 2018 (ZaDiG 2018)

as of January 2023

All person-related language in these Client Information is intended to refer to all genders.

Under the Austrian Payment Services Act 2018 (Zahlungsdienstegesetz 2018, ZaDiG 2018), banks are required to provide information specified by law to all of their clients. Bank Gutmann AG meets this obligation by issuing this Client Information.

1. Information on Bank Gutmann AG

Bank Gutmann Aktiengesellschaft

Schwarzenbergplatz 16
1010 Vienna, Austria
Phone: +43-1-502 20-0
Fax: +43-1-502 20-249
E-mail: mail@gutmann.at
Internet: www.gutmann.at

Court of registration: Vienna Commercial Court
Company Register Number: FN 78445k
Austrian National Bank ID number: 0279021
VAT ID no.: ATU15358002
DVR No. (Data Processing Registry): 0028533

Salzburg Branch

Getreidegasse 31
5020 Salzburg
Phone: +43-662-846 887-488
Fax: +43-662-846 887-7488

Linz Branch

Hauptplatz 21
4020 Linz
Phone: +43-732-700220-265
Fax: +43-732-700220-7265

Czech Republic Branch

Václavské nám. 19
110 00 Praha 1, Czech Republic
Phone: +420-245 004 470
Fax: +420-245 004 477
E-Mail: czech@gutmann.at

Supervisory authority

Bank Gutmann AG is licensed by the Austrian Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna (Internet: www.fma.gv.at) to provide banking services. Under this licence, Bank Gutmann AG has the right to provide payment services to its clients.

2. Information about the use of payment services

Services in general

For payment transactions, Bank Gutmann AG provides the following services:

Management of payment accounts including the execution of payments to and from these accounts.

A payment account enables clients to make non-cash payments. It is the platform that enables clients to handle most of their financial affairs. The payment account is used for payment transactions, not for investment purposes. It is used for clearing funds that are payable on demand. All payments made to a payment account are credited to the account holder and all payments made from the account are debited to the account holder. As account movements are recorded and balanced continuously, such accounts are called current accounts.

Execution of payment transactions, especially in the form of

a) Credit transfers (also by means of standing orders)

A credit transfer is a non-cash transfer of a certain amount from one account to another account with the same or a different credit institution. The order for a credit transfer may be given by means agreed with the bank. The payer must authorise the instruction (as a rule, this is done by the signature of an authorised signatory or by other arrangements, e.g. by phone) and make sure that sufficient funds are available on the account. Instructions may be given for normal or high priority execution of the credit transfer, with high priority guaranteeing faster execution of the payment transaction to the payee's payment service provider. Credit transfers may be initiated by various means (transfer order, payment form, SWIFT payment, SEPA credit transfer, etc.).

The SEPA transfer (SEPA for Single Euro Payments Area) is the single European payment instrument for national as well as cross-border euro transfers within SEPA.

Since 1 August 2014, all domestic and cross-border euro credit transfers in the Single Euro Payments Area are executed as SEPA transfers. The SEPA credit transfer order has replaced all other forms such as national payment and remittance slips, credit transfer orders and EU standard funds transfer orders.

A standing order is an instruction issued once by an account holder or an authorised signatory to their bank to pay a

specified amount to a specified payee at regular intervals. A standing order may remain valid until revoked or may be issued by the client for a limited period of time.

b) Direct debits as SEPA direct debits

Since 1 August 2014, all direct debits are executed exclusively as SEPA direct debits.

Any valid mandate held by a payee prior to 1 August 2014 shall continue to be valid after this date and shall be deemed to constitute consent given by the payer to their bank to execute direct debit collections initiated by the payee concerned.

The client may

- limit a direct debit collection to their payment account to a certain amount or periodicity or both,
- block any direct debits to their payment account or block any direct debits initiated by one or more specified payees or to authorise direct debits only initiated by one or more specified payees.

c) Execution of payments by means of Payment cards or similar device

Payment card

A payment card (hereinafter called "debit card") enables the client, depending on the limit individually defined and on condition that the account has sufficient cover, to

- withdraw cash from cash dispensers displaying the logo shown on the debit card in and outside Austria,
- to make payments, domestically and abroad, at payment terminals displaying the logos shown on the debit card ("point-of-sale" terminals, POS terminals) by keying in the personal code; outside of Austria, a signature may have to be provided instead of keying in the personal code.
- to make contactless payments of amounts of up to EUR 50.- per transaction, up to a total of EUR 125.-, without inserting the debit card and without signing and/or keying in the PIN at POS terminals displaying the "contactless" symbol shown on the debit card.

Payments made by means of debit cards are debited from the account individually without any due date.

Initiating, authorising, withdrawing and refusing payment orders

When initiating an order, the unique identifiers required for the type of order have to be provided as listed below.

For credit transfer orders denominated in euro in favour of a payee whose account is maintained by a payment service provider in Austria and other European Economic Area (EEA) countries, the client shall identify the payee by

providing the payee's International Bank Account Number (IBAN).

When making credit transfer orders in a currency other than EUR to a payee whose account is kept by a payment service provider in Austria and other EEA countries,

- the IBAN and the Bank Identifier Code (BIC) of the payee's payment service provider, or
- the payee's account number and either the name, sort code or BIC of the payee's payment service provider,

When making credit transfer orders (in EUR or another currency) to a payee whose account is kept by a payment service provider outside the EEA

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

In addition to the unique identifiers as stated above the client shall also provide the payee's name, which, however, is not a unique identifier.

Bank Gutmann AG will consider a payment order to have been duly authorised only if the client has agreed to the payment transaction concerned in the form/by the procedure agreed with him/her for this purpose. Such consent may be replaced by orders issued by a court of law or an administrative authority. Consent to the execution of a payment transaction may also be given through the payee or a payment initiation service provider. In the absence of consent to the execution of a payment transaction, such payment transaction shall be considered to be unauthorised. The client's consent may be withdrawn until

- the client's payment order has been received by Bank Gutmann AG or
- if an execution date has been agreed that lies in the future, until the end of the business day preceding the agreed execution date.

If the payment transaction was initiated by or through the payee, the payer can no longer revoke a payment order once the payer has transmitted their consent to the execution of the payment order to the payee. If the payment transaction was initiated by a payment initiation service, consent cannot be withdrawn once the payer has given their consent to the initiation.

SEPA direct debits may be revoked no later than one business day before the agreed debit date. Regarding the possibility of refunds after the account has been debited see Section 5.

Bank Gutmann AG may refuse to execute an authorised payment order only if

- it does not satisfy all of the conditions specified in the current account agreement as well as in the "General Terms and Conditions of Bank Gutmann Aktiengesellschaft", the "Customer Guidelines for Card Service and the Contactless Function" and in any other

terms and conditions for the use of payment instruments (hereinafter: Terms and Conditions) (especially if mandatory information is missing or there is insufficient coverage by credit balances on accounts or under an open credit line) or

- execution would violate Union or national laws and regulations or an order issued by a court of law or an administrative authority; or
- there is reason to suspect that execution would constitute a criminal act.

Time of receipt of payment orders

Business days for payment transactions are from Monday to Friday, except for (domestic) bank holidays, 24 December and Good Friday.

A payment order will be deemed to have been received by Bank Gutmann AG if all agreed requirements are met, specifically the availability of sufficient funds in the account, and the order is received by Bank Gutmann AG on a business day by the time specified in the tabulation below.

- Payment orders in Euro und USD: 3 p.m.
- Payment orders in any other currency: 2 p.m.
- Payment orders requiring foreign-currency conversion: 9.30 a.m.

If an order is not received on a business day or, on a business day, after the time specified above, or if the date specified in the order is not a business day, it will be deemed to have been received only on the next business day.

Execution of payment orders

Bank Gutmann AG ensures that the amount to be transferred by means of a euro payment transaction will be credited to the account of the payment service provider of a payee located in the EEA by the end of the business day following the day on which the funds were received. This paragraph also applies to payment transactions in which amounts denominated in euro are transferred to an account in an EEA member state not being part of the euro currency area and currency conversion is carried out in such state. For paper-initiated payment orders this period is extended by another business day.

All other payment transactions are not subject to the maximum execution time specified above.

Payment transactions within the EEA not named in the first paragraph of this subsection are subject to a maximum execution period of not more than 4 business days. With regard to payment transactions outside the EEA, Bank Gutmann AG will arrange for the fastest execution possible. For compliance with maximum execution periods, all agreed requirements must be met (including the complete unique identifier and sufficient cover on the account).

3. Fees, interest and exchange rates

Fees and costs

The Price Display that is delivered to the client together with this "Client Information of Bank Gutmann Aktiengesellschaft pursuant to ZaDiG 2018" and which, in the absence of any other agreement, also becomes an integral part of the payment account agreement as well as any special terms that may be agreed with the client, show the fees and charges charged by Bank Gutmann AG for the maintenance of the account and the payment services provided under the payment account agreement. The Price Display also shows the fees and charges for efforts undertaken by Bank Gutmann AG to recover amounts transferred incorrectly due to the incorrect specification of the unique identifier by the payment service user.

Bank Gutmann AG may change the fees agreed with the client only with the client's consent and introduce new fees only with the client's consent. The client's consent to changes to fees may also be given within the scope of the procedure described in Section 6. In business with entrepreneurs, Bank Gutmann AG may change fees also at its reasonable discretion, taking all relevant circumstances into consideration.

Beside the fees of Bank Gutmann AG as shown in the Price Display, Bank Gutmann may also incur cash payments to third parties when executing client orders. Such cash expenditure is also charged to the client.

Interest

The interest rates agreed for credit and debit balances in the payment account in currencies EUR and USD are shown in the Price Display. Variable interest rates are adjusted in accordance with the interest rate adjustment clause agreed with the client. In addition, interest rates may be changed only with the client's consent. In business with entrepreneurs, Bank Gutmann AG may change interest rates also at its reasonable discretion, taking all relevant circumstances into consideration.

Foreign-currency transactions

If a payment service to be provided by Bank Gutmann AG requires the purchase or sale of amounts in foreign currency, such purchase or sale will be made by Bank Gutmann AG on the basis of the market exchange rate that Bank Gutmann AG generally charges its clients, which is newly set by Bank Gutmann AG on each bank working day in accordance with the rules set out in the Price Display. The rates used are advised to clients in the settlement documents.

Any further fees or charges due to Bank Gutmann AG for such a transaction are shown in the Price Display and/or in the agreed special terms.

4. Communication

Contractual language and communication channels

The language used for purposes of the contractual relationship is German or English, as agreed with the client.

In addition to one-on-one meetings with their adviser during the usual business hours or upon agreement, the client may also use the communication channels shown above under "contact details".

Unless otherwise agreed, any correspondence of legal relevance, including specifically instructions to Bank Gutmann AG, shall be issued in writing.

During the term of the payment account agreement, the client may request a new issue of this "Client Information of Bank Gutmann AG pursuant to ZaDiG 2018" and of the Terms & Conditions free of charge at any time. Unless otherwise agreed, these will again be provided on paper.

Details of payment transactions

Bank Gutmann AG will send to the client or keep at the bank for collection by the client in their capacity as payer or payee the following details immediately after execution of a payment transaction:

- a reference enabling to identify the payment transaction and, where appropriate, information relating to the payee, or, the reference enabling to identify the payment transaction and where appropriate, the payer;
- the amount of the payment transaction in the currency in which the client's payment account is debited or in the currency used for the payment order or in which the client's payment account is credited;
- the exchange rate used in the payment transaction, if applicable, and the amount of the payment transaction prior to and after currency conversion;
- the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or the interest due;
- the debit value date or the date of receipt of the payment order or the credit value date.

At the client's request, Bank Gutmann AG will provide or make available to the client the information on payment transactions listed above once a month, free of charge and in an agreed manner so that the client can store and reproduce the information unchanged. The client may require such information to be transmitted once a month against reasonable reimbursement of costs (postage)

5. Safeguards and corrective measures

The client's duties of care

The client shall use the payment instrument in accordance with the terms governing the issue and use of the payment instrument.

In their own interest, the client has the obligation to keep their debit card in a safe place and take all reasonable precautions to prevent any third party from getting hold of the card at all times. Passing the debit card on to third parties is not permitted.

The personal identification number must be kept secret. It must not be written down on the debit card. The personal identification number must not be disclosed to anyone, not even relatives, staff of Bank Gutmann AG, or other account holders or card holders. When using the personal identification number, care must be taken to ensure that no third party gains knowledge of it.

Security procedures for notification of the client in the event of fraud or security threats

In the event of suspected or actual fraud or security threats that affect or may affect the client's financial interests, in connection with the execution of payment services, Bank Gutmann AG will notify the client without undue delay by email, telephone or mail, depending on the severity of actual or potential effects.

Blocking of payment instruments

Blocking by Bank Gutmann AG

Bank Gutmann AG may block a payment instrument if

- this is justified by objective reasons relating to the security of the payment instrument, or
- unauthorised or fraudulent use of the payment instrument is suspected, or
- there is a significantly increased risk that the client will be unable to meet their payment obligations in the case of a payment instrument with a credit line.

Bank Gutmann AG as the account servicing payment service provider may deny an account information service provider or a payment initiation service provider access to a payment account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the payment account by that account information service provider or payment initiation service provider, including the unauthorised or fraudulent initiation of a payment transaction.

Bank Gutmann AG will inform the client prior to or, at the latest, without undue delay after any blocking or denial of access to a payment account of the client to the account information service provider and/or the payment initiation

service provider and the reasons therefor in the form agreed with the client, unless notification of the blocking or of the reasons for the blocking or denial of access to a payment account would violate orders issued by a court of law or an administrative authority or would run counter to national or Union regulations or objective justified security reasons. .

Blocking by the client

The client must report the loss, theft, misuse or any other unauthorised use of a payment instrument immediately after gaining knowledge of it. The debit card can be blocked by the Account Holder or the respective Cardholder as follows:

- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") for this purpose; the telephone number of this hotline is displayed on every cash dispenser in Austria. It can also be viewed on the website www.bankomtakarte.at or requested from any bank, or
- in person, in writing or by telephone at Bank Gutmann AG during the business hours of Bank Gutmann AG.

A request to block a card via the "PSA card blocking hotline" becomes effective immediately upon receipt. Any blocking requested via the PSA card blocking hotline will result in all debit cards issued for the account to be blocked until further notice.

Payment transactions not authorised by the client

Correction of debit from an account

If a payment order was executed by debiting a client's account without authorisation by the client, Bank Gutmann AG will restore the account to the state in which it would have been had the unauthorised payment transaction not taken place, i.e. reverse the debit from the account in the amount of the payment transaction with the value date of the debit immediately, and in any event no later than by the end of the following business day after noting or being notified of the transaction. This shall also apply where the payment transaction not authorised by the client was initiated by a payment initiation service provider. To obtain such a correction, the client must notify Bank Gutmann AG without undue delay as he/she finds that a payment transaction was not authorised by him/her or was incorrectly executed. The client's right to request a correction expires 13 months after the debit date.

The client's liability

If payment transactions not authorised by the client being the payer are based on the use of a lost or stolen payment instrument or on the misappropriation of a payment instrument, the client shall indemnify Bank Gutmann AG for all losses incurred by it, if the client

- (i) caused the loss by fraudulent intent or

- (ii) caused the loss by a wilful or grossly negligent violation of their obligations relating to the safekeeping of the payment instrument or of one or several Terms and Conditions governing the issue and use of the payment instrument.

If the client violated these obligations only through slight negligence (by inadvertently committing a breach of the duty of care of the kind that cannot always be ruled out even in people exercising an average level of care), the client's liability for the loss will be limited to the amount of EUR 50. The client is not liable (except in the case described in (i) above) for payment transactions that were initiated by means of the payment instrument concerned after the client requested its blocking.

The client being the payer shall furthermore not be obliged to indemnify Bank Gutmann AG where Bank Gutmann AG does not require strong client authentication except where the client acted fraudulently. Where the payee or the payee's payment service provider fails to accept strong client authentication, he/she/it shall refund the financial damage caused to the payer's payment service provider.

Liability of Bank Gutmann AG for the non-execution, defective or late execution of payment orders

With payment orders issued in whatever currency to the order of a payee's account kept in the EEA, Bank Gutmann AG is liable to the client for the orderly and timely execution of the payment transaction until the amount has been received by the payee's payment service provider. With payment orders in a currency that is not the currency of an EEA state, Bank Gutmann AG shall be liable only for those parts of the payment transaction which are carried out within the EEA.

With payment orders in favour of payee accounts kept with institutions outside the EEA, Bank Gutmann AG has the obligation to arrange for the quickest possible processing of the payment order and – unless specified by the client otherwise – to employ suitable additional payment service providers. If Bank Gutmann AG is liable for a payment transaction under paragraph above, it shall, without undue delay, refund the amount of the non-executed or defective payment transaction to the client being the payer and restore the payment account debited to the state in which it would have been had the defective payment transaction not taken place. The credit value date for the client's payment account shall be no later than the date the account was debited.

Once the amount has been received by the payee's payment service provider, the latter is liable to the payee for the orderly further execution of the payment transaction. If Bank Gutmann AG is liable for a payment transaction under this paragraph, it shall immediately place the amount of the payment transaction at the disposal of the client being the payee and credit the corresponding amount to the client's payment account. The credit value date for the client's payment account shall be no later than the date on which the amount would have been value dated, had the transaction been correctly executed.

Where a payment transaction is executed late, the payee's payment service provider shall ensure, upon the request of the payment service provider acting on behalf of the payer, that the credit value date for the payee's payment account is no later than the date the amount would have been value dated had the transaction been executed correctly

Where a payment order is initiated by the payee or through the payee, Bank Gutmann AG is liable to the client being the payee

- for the correct transmission of the payment order to the payer's payment service provider; and
- for processing the payment transaction in accordance with its duties regarding value date and availability.

In the case of a non-execution or defective execution of a payment transaction outside the liability of Bank Gutmann AG as the payee's payment provider according to the above paragraph, the payer's payment service provider shall be liable to the payer. In such a case shall the payer's payment service provider, as appropriate and without undue delay, refund to the payer the amount of the non-executed or defective payment transaction and restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The credit value date for the payer's payment account shall be no later than the date the amount was debited to the account. This obligation shall not apply to the payer's payment service provider if it proves that Bank Gutmann AG as the payee's payment service provider has received the amount of the payment transaction, even if the execution of payment transaction is merely delayed. In such a case, Bank Gutmann AG as the payee's payment service provider shall value date the amount to the payee's payment account no later than the date the amount would have been value dated had the transaction been executed correctly.

In the case of a non-executed or defectively executed payment transaction where Bank Gutmann AG is the payer's or the payee's payment service provider, Bank Gutmann AG shall, on the client's request, regardless of liability under this section, immediately seek to trace the payment transaction and notify the client of the outcome. This shall be free of charge for the client.

Refund of an authorised payment transaction initiated by the payee

The client is entitled to a refund from Bank Gutmann AG of the full amount of an authorised payment transaction which was initiated by or through a payee and which has already been executed, if

- the authorisation did not specify the exact amount of the payment transaction and
- the amount of the payment transaction exceeded the amount the payer could reasonably have expected taking into account their previous spending pattern, the conditions of the framework contract and the relevant circumstances of the case.

At Bank Gutmann AG's request, the client shall provide a statement of the facts relating to these conditions. The credit value date for the amount to be refunded to the client's payment account shall be no later than the date the amount was debited.

Requests for refunds shall be notified by the client to Bank Gutmann AG within eight weeks from the date the payment account was debited with the relevant amount. Within ten (10) business days of receiving a request for a refund, Bank Gutmann AG shall either refund the full amount of the payment transaction or provide the client with a justification for refusing the refund.

If a refund is refused, the client has the right to file a complaint with FMA or to seek remedy by referring the matter to the court of law or the mediation body named in Section 7 of this Client Information.

Further to the claim to a refund described above, the client may protest a debit made to their account in connection with a SEPA direct debit without stating reasons and ask Bank Gutmann AG for a full refund of the amount debited from their account within eight weeks from the date the account was debited with the amount.

An agreement pursuant to Article 70 para 3 ZaDiG 2018, under which there is no claim to a refund of certain payment transactions initiated by a payee, will not be closed.

6. Amendment and termination of the payment account agreement

Amendment to the payment account agreement and the Terms and Conditions

Amendment to the payment account agreement, Terms and Conditions or agreements on individual payment services shall be offered by Bank Gutmann AG to the client no later than two months prior to their proposed entry into force, indicating the provisions affected. Such offer shall be made by providing a comparison (hereinafter "Comparison") showing, side by side, the terms affected by the changes offered and the changes proposed. The client is deemed to have accepted the amendments offered unless the Bank Gutmann AG has received an objection from the client before the date proposed for their entry into force. The offer to amend including the comparison shall be notified to the clients who are consumers. Such notification to the client shall be made by post to the last address notified by the client (Section 11 (2) GTC) and/or by any form of electronic notification effectively agreed with the client. In business with an entrepreneur, it is sufficient to make an offer of the amendment available for viewing in a form agreed with the entrepreneur.

In the notice proposing the amendment, Bank Gutmann AG will point out that the client will be deemed to have accepted the amendment unless Bank Gutmann AG receives an objection from the client before the date proposed for the entry into force of the amendment. In addition, Bank

Gutmann AG shall publish a comparison of the provisions affected by the amendment as well as the complete version of the revised provisions also on its website and, upon request, will provide hard copy to the client at its offices or by post. The Bank Gutmann AG shall inform the client of this option in its offer to amend

In the case of such an intended amendment to the payment account agreement or to the Terms and Conditions, clients having the status of consumers shall be entitled to terminate their framework contract on payment services (including in particular the payment account agreement) free of charge and without notice prior to such amendment taking effect. Bank Gutmann AG shall inform the client of this option in its offer to amendment.

In business with entrepreneurs, Bank Gutmann AG may change fees as well as interest rates at its reasonable discretion, taking all relevant circumstances into consideration, as well as by the procedure described above.

In business with consumers, adjustments of the fees agreed with the client to the development of the consumer price index 2020 (VPI) may likewise be effected by the procedure described above.

Term and termination

The payment account agreement and agreements required for the individual payment services are entered into for an indefinite period of time. Clients having the status of consumer may terminate the payment account agreement and the agreements on payment services free of charge at any time upon one month's notice. Clients having the status of entrepreneurs may terminate the payment account agreement and the agreements on payment services upon a reasonable period of notice.

Bank Gutmann AG may terminate the payment account agreement and the agreements on payment services upon two months' notice.

For good cause Bank Gutmann AG and the client may terminate the payment account agreement and the agreements on payment services at any time with immediate effect.

7. Legal remedy

Bank Gutmann AG always strives to support its clients with regard to their concerns, wishes and needs in all banking matters to the best of its ability.

If the client should nonetheless have reason for complaint, Bank Gutmann AG will look into such complaint without delay. For this purpose, the client should contact their client relationship manager.

Clients may also address their complaints to Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft (the Austrian banking industry's joint arbitration body) at

Wiedner Hauptstraße 63, 1045 Vienna. Alternatively, he/she may also bring the matter to the attention of Finanzmarktaufsicht, the Austrian Financial Market Authority, at Otto-Wagner-Platz 5, 1090 Vienna.

Any litigation arising in connection with the management of the account or the handling of payment services shall be brought before ordinary courts, which will decide the matter in accordance with Austrian law. The provision in effect at the time the agreement is entered into with Bank Gutmann AG that legal action brought by a consumer or against a consumer shall be subject to Austrian jurisdiction shall apply even if, after conclusion of the agreement, the consumer moves their residence to another country and decisions passed by an Austrian court may be executed in such country.