

Bank Transfer Special Conditions

Execution of transfer orders from customers shall be subject to the below terms and conditions:

The present translation is furnished for the customer's convenience only. The original German text is binding in all respects.

In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.

1 General Information

1.1 Substantial Transfer Characteristics, Including Standing Orders

Customer may request Bank to transfer amounts of money, on a cashless basis, in favour of a payment recipient to the payment recipient's payment service provider. They may also request Bank to repeatedly, at a given time, transfer an equal amount of money to the same account of the payment recipient ("Standing Order").

1.2 Customer ID

For this process, Customer must use the payment recipient's below customer ID:

| Target Area | Currency | Payment Recipient's Customer ID |
|--|----------------------------|---|
| Domestic | Euro | IBAN ¹ |
| Cross-border transfer inside the European Economic Area ² | Euro | IBAN |
| Domestic or inside the European Economic Area | Other currency than Euro | IBAN and BIC ³ or account number and BIC |
| Outside the European Economic Area | Euro or any other currency | IBAN and BIC or account number and BIC |

Data required for transfer execution are provided under para. 2.1, 3.1.1 and 3.2.1.

1.3 Placing and Authorisation of Standing Orders

(1) Customer places a transfer order with Bank based on a template admitted by Bank or in any other way agreed upon with Bank (e. g. via online banking), including the data required in terms of para. 2.1 and/or para. 3.1.1 and 3.2.1.

Customer shall ensure data readability, completeness and correctness; any illegible, incomplete or false information may lead to delays and incorrect money transfers resulting in damage for Customer. Bank may reject the execution of illegible, incomplete or wrong transfer orders (please also refer to para. 1.7). If Customer considers the execution of transfers to be particularly urgent, they shall separately notify Bank of this. With form-based transfer orders, such request may not be included in the form if the form itself does not provide for the relevant entries.

(2) Customer authorises their transfer orders by signing the form or in any other way agreed upon with Bank (such as PIN/TAN procedures). This authorisation shall include an express approval of Bank having the right to call off (from their databases), process, transmit and store any of Customer's personal data required for transfer execution.

(3) Upon Customer's request, Bank shall communicate, prior to individual transfer orders, the maximum execution period for the relevant transaction, any fees to be invoiced and, if applicable, their itemisation.

(4) Customer shall be entitled to also use payment initiation service providers in terms of sec. 1 para. 33 of the German Financial Services Supervision Act [Zahlungsdiensteaufsichtsgesetz], unless Customer has no online access to the payment account.

1.4 Receipt of Transfer Orders

(1) Transfer orders shall be effective once Bank received them; this shall also apply if a transfer order is placed with a payment initiation service provider. Receipt shall be the receipt of orders with Bank's receipt facilities provided for this (such as through delivery to Bank's business premises or submission on their online banking servers).

(2) If the time of transfer order receipt in terms of para. 1 sent. 3 is no Bank business day in terms of the "Prices and Services Schedule", the transfer order shall be deemed to be placed only at the subsequent business day.

(3) Should a transfer order be delivered after the acceptance period indicated at Bank's receipt facilities or in the "Prices and Services Schedule", such transfer order shall, regarding execution periods (see no. 2.2.2), be deemed to have arrived only on the subsequent business day.

1.5 Transfer Order Revocation

(1) Until Bank receives a transfer order (see no. 1.4 sub-para. 1 and 2), Customer may revoke them by delivering a written declaration to Bank; after transfer order receipt, revocation shall – subject to sub-para. 2 and 3 – no longer be possible. Should Customer place their transfer order via a payment initiation service provider, they may, in deviation from sent. 1, no longer revoke this towards Bank after they authorised the payment initiation service provider to initiate the relevant transfer.

(2) Should Bank and Customer agree upon certain times for transfer order execution (see no. 2.2.2 sub-para. 2), Customer may revoke their transfer and/or standing order (see no. 1.1) until the end of the Bank's business day prior to the day agreed upon; Bank's business days are listed in the "Prices and Services Schedule". After Bank timely received a standing order revocation, no other transfers shall be effected based on the former standing order.

(3) From the times indicated under sub-para. 1 and 2, transfer orders may only be revoked if Customer and Bank agreed upon this. Such agreement shall be effective if Bank is able to prevent execution or recover the transfer amount. Should Customer place their transfer order via a payment initiation service provider, the payment initiation service provider's and payment recipient's approvals shall also be required. For processing any such Customer's revocation, Bank may charge them with the fees under the "Prices and Services Schedule".

1.6 Transfer Order Execution

(1) Bank shall execute Customer's Transfer Order if they were provided with information required for execution (see no. 2.1, 3.1.1 and 3.2.1) in the agreed manner (see no. 1.3 para. 1), Customer authorised execution (see no. 1.3 para. 2) and sufficient funds in the order currency are available or sufficient loans were granted for executing the order ("Execution Requirements").

(2) Bank and other payment service providers involved in the Transfer execution process shall be entitled to exclusively execute the Transfer based on the Customer ID of the payment recipient provided by Customer (see no. 1.2).

(3) Bank shall inform Customer at least once a month about the execution of Transfers in the manner which they had agreed upon for account information provision. It shall be possible to separately agree upon the manner and intervals of information provision with customers who are no consumers.

1.7 Execution Rejection

(1) If any Execution Requirements (see no. 1.6 para. 1) were not fulfilled, Bank may reject execution of the Transfer Order. They shall inform Customer about this immediately and, in each case, within the agreed time period under no. 2.2.1 and/or no. 3.1.2 and 3.2.2; information may be provided in the manner agreed upon for account information. In this regard, Bank shall, if possible, indicate the reasons for rejection and possibilities for correcting any errors which led to execution rejection.

(2) If Bank is unable to assign a Customer ID provided by Customer to any payment recipient, payment account or payment service provider of the payment recipient, Bank shall immediately notify Customer of this and, if applicable, return the relevant transfer amount.

(3) For justified rejection of authorised Transfer Orders, Bank may charge Customer with the fees under the "Prices and Services Schedule".

1.8 Transfer Data Transmission

When executing any Transfers, Bank transmits, directly or indirectly through intermediaries, any data included in the Transfer ("Transfer Data") to the payment recipient's payment service provider. The payment recipient's payment service provider may totally or partially provide the payment recipient with such Transfer Data, which shall include the payer's international bank account number (IBAN).

With cross-border Transfers and domestic rapid transfers, Transfer Data may also be transmitted to the payment recipient's payment service provider via the Society for Worldwide Interbank Financial Communication (SWIFT) message transfer system based in Belgium. For system security reasons SWIFT temporarily stores any Transfer Data in their EU-, Switzerland- and US-based data centres.

1.9 Notification of Unauthorised or Incorrectly Executed Transfers

Customer shall notify Bank of any unauthorised or incorrectly executed Transfer Orders immediately after they became aware of this; this shall also apply if any payment initiation service providers were involved.

1.10 Fees and Fee Changes

1.10.1 Consumer Fees

Applicable Transfer fees are listed in the "Prices and Services Schedule".

Customer shall be informed in writing about changes to the above fees not later than two months prior to the new fees coming into effect. Should Customer and Bank agree upon electronic communication for the business relationship, such notification may also be provided by electronic means. Customer may either accept or reject any such changes prior to them becoming effective.

Customer shall be considered to have agreed if they failed to reject prior to the proposed date of such changes coming into effect; in their offer, Bank shall particularly inform them about this.

If Customer is offered any fee changes, they may cancel the business relationship prior to the changes becoming effective, with no notice period and no fees; in their offer, Bank shall particularly inform them about special right to cancellation. Fee changes concerning the Payment Services Framework Agreement ("Giro Agreement") shall be subject to no. 12 para. 5 of the General Terms and Conditions.

1.10.2 Fees for Customers who are No Consumers

The provisions under no. 12 para. 2 through 6 of the General Terms and Conditions shall apply to fees and fee changes for Transfers from customers who are no consumers.

1.11 Exchange Rate

If Customer places a Transfer Order in a currency other than their account currency, their account shall still be charged in the account currency. Exchange rate determination for such Transfers shall result from the "Prices and Services Schedule" currency translation regulations.

Changes to reference exchange rates indicated in these translation regulations shall come into effect immediately and without previous notification of Customer. Reference exchange rates are provided by Bank or any other publicly available sources.

1.12 Information Duties in Terms of Foreign Trade Legislation

Customer must fulfil their information duties in terms of foreign trade legislation.

1.13 Amicable Dispute Resolution and other Possibilities for Complaints

For resolving any disputes with Bank, Customer may apply to the dispute resolution or complaints office indicated in the "Prices and Services Schedule" in more detail.

2 Transfers Inside Germany and to Other European Economic Area (EEA⁹) Member States in Euro or Other EEA Currencies⁹

2.1 Required Information

Customer must provide the below data in their Transfer Order:

- Payment recipient's name;
- Payment Recipient's customer ID (see no. 1.2) – if the BIC is not available for Transfers in EEA currencies other than Euro, the complete name and address of the payment recipient's payment service provider as an alternative; – Currency (in the abbreviated for according to the Appendix);
- Amount of money;
- Customer's name; and – Customer's IBAN.

2.2 Maximum Execution Period

2.2.1 Period

Bank must ensure that the payment recipient's payment service provider receives the transfer amount within the execution period in terms of the "Prices and Services Schedule".

2.2.2 Execution Period Beginning

(1) The execution period shall commence at the time of Bank receiving Customer's Transfer Order (see no. 1.4).

(2) Should Bank and Customer agree upon any Transfer beginning to be executed on a given date, at the end of a given period or on the day on which Customer provided Bank with the amount of money in the execution currency required for execution, the time indicated in the Transfer Order or agreed upon in any other manner shall be deemed the execution date. If the agreed date is no Bank business day, the execution period shall commence on the subsequent business day. Bank's business days are listed in the "Prices and Services Schedule".

(3) For Transfer Orders in currencies other than the account currency, the execution period shall only commence on the day on which Customer provides the transfer amount in the execution currency.

2.3 Customer's Reimbursement, Correction and Compensation Claims

2.3.1 Reimbursement for Unauthorised Transfers

Should Transfers be executed with no authorisation (see no. 1.3 para. 2), Bank has no claims against Customer for compensation of their expenses. Bank shall be obligated to reimburse to Customer the transfer amount and, to the extent that this amount was charged to any of Customer's account, restore the account state which it would have had if the authorised Transfer had not been executed. This duty must be fulfilled, at the latest, by the end of the business day in terms of the "Prices and Services Schedule" following the day on which Bank was informed that the Transfer had not been authorised or on which Bank became aware of this in any other manner. If Bank communicated to the authority in charge in writing justified reasons according to which Customer engaged in fraud, Bank must immediately review and fulfil their duty under sent. 2 if the suspected fraud is not confirmed. Should any payment initiation service provider have initiated the relevant Transfer, duties under sent. 2 through 4 shall apply to Bank.

2.3.2 Claims Regarding Failed, Incorrect or Delayed Execution of Authorised Transfers

(1) If execution of an authorised Transfer failed or was incorrect, Customer may request Bank to immediately refund the transfer amount with no deduction to the extent that the payment failed or was incorrect. However, if the amount was charged to Customer's account, Bank shall restore the account status which it would have had if the transaction had not failed or been incorrectly executed. Should Customer have initiated the relevant Transfer through a payment initiation service provider, duties under sent. 1 through 2 shall apply to Bank. To the extent that Bank or any intermediary deducted fees from the transfer amount, Bank shall immediately transfer such deduction in favour of the payment recipient.

(2) In addition to para. 1, Customer may request Bank to refund those fees and interest which they were charged with or which were deducted from their account in relation to such failed or incorrect Transfer execution.

(3) In the case of delayed execution of authorised Transfers, Customer may request from Bank to request the payment recipient's payment service provider to credit the payment amount to the payment recipient's account as if the Transfer had been ordinarily executed. The duty under sent. 1 shall also apply if Customer employed any payment initiation service provider for making the Transfer. If Bank is able to show that the amount was timely transferred to the payment recipient's payment service provider, this duty shall cease to exist; the duty in terms of sent. 1 shall not apply if Customer is no consumer.

(4) If a Transfer was executed not at all or not correctly, Bank shall, upon Customer's request, review the transaction and inform Customer about the relevant results.

2.3.3 Compensation for Duty Violations

(1) In the event of failed, incorrect or delayed execution of authorised Transfers or of unauthorised Transfers, Customer may request compensation from Bank for any damage which is not included under no. 2.3.1 or 2.3.2; this shall not apply for duty violations beyond Bank's control. In this case, violations of any intermediaries involved shall be deemed Bank's own violations, unless the substantial reason can be attributed to such intermediary which Customer indicated. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

(2) Liability in terms of para. 1 shall be limited to EUR 12,500. Such liability limit according to the amount shall not

- apply to: - unauthorised Transfers;
- intentional or grossly negligent behaviour of Bank;
- risks which Bank particularly accepted; and - interest damage if Customer is a consumer.

2.3.4 Claims for Customers who are No Consumers

In deviation from the claims under no. 2.3.2 and no. 2.3.3, customers who are no consumers – regarding failed, incorrect or delayed execution of authorised Transfers or unauthorised Transfers – shall only have claims for damages in terms of the following, in addition to claims based on mandate law according to sec. 667 of the German Civil Code (*BGB [Bürgerliches Gesetzbuch]*) and on unjust enrichment in terms of sec. 812 *et seq. BGB*:

- Bank shall be liable for their own faults. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.
- Bank shall not be liable for the faults of any intermediaries commissioned by Bank. In these cases, Bank's liability shall be limited to diligent selection and instruction of the first intermediary ("Forwarded Order").
- Customer's compensation claims shall be limited as to the amount, that is, to the transfer amount plus any fees and interest charged by Bank. To the extent that consequential damage is asserted, the claim shall be limited to EUR 12,500 for each Transfer. However, these limitations shall not apply to Bank's wilful intention and gross negligence, to risks which Bank separately accepted and to unauthorised Transfers.

2.3.5 Liability Exclusion and Preclusion from Objection

(1) Bank's liability under no. 2.3.2, 2.3.3 and 2.3.4 shall be excluded in the following cases:

- Bank is able to show to Customer that the amount was timely transferred to the payment recipient's payment service provider, with no deductions;
- The Transfer was executed pursuant to an incorrect customer ID (see no. 1.2) of the payment recipient provided by Customer. However, in this case Customer may request Bank to make reasonable efforts to recover the amount of money. Should Transfer amount recovery be impossible, Bank must provide Customer, upon their request, with available information to enable them to assert claims for reimbursement of the transfer amount against the actual transfer recipient. For any activities which Bank performs in terms of sent. 2 and 3 of this sub-paragraph, Bank may charge them with the fees under the "Prices and Services Schedule".

(2) Customer's claims in terms of no. 2.3.1 through 2.3.4 and their objections to Bank due to failed or incorrect Transfers or due to unauthorised Transfers shall be excluded if Customer fails to inform Bank about any such unauthorised or incorrect Transfer 13 months from the day of charging at the latest. This period shall only commence if Bank notified Customer of the debit entry for the Transfer pursuant to the agreed account information communication channel not later than one month from the debit entry; otherwise, this period shall commence upon information provision. Customer may assert compensation claims under no. 2.3.3 also once the period under sent. 1 is over if they, with no fault of their own, were prevented from compliance. Sent. 1. through 3 shall also apply if Customer initiates the Transfer via any payment initiation service provider.

(3) Customer's claims shall be excluded if circumstances establishing such claim

- are based on unreasonable and unforeseeable events beyond Bank's control and if it would have been impossible to prevent the consequences despite applying a reasonable level of diligence; or
- were established by Bank due to a statutory obligation.

3 Transfers Inside Germany and to Other European Economic Area (EEA¹⁰) Member States in Currencies of Countries Outside the EEA (Third-Country Currency¹¹) and Transfers to Countries Outside the EEA (Third Countries¹²)

3.1 Transfers Inside Germany and to Other European Economic Area (EEA¹⁰) Member States in Currencies of Countries Outside the EEA (Third-Country Currency¹¹)

3.1.1 Required Information

Customer must provide the below data for the execution of a Transfer:

- Name and, if applicable, the address of the payment recipient;
- Payment Recipient's customer ID (see no. 1.2) – if the BIC is not available for cross-border Transfers, the complete name and address of the payment recipient's payment service provider must be provided as an alternative;
- Destination country (where applicable, in an abbreviated form pursuant to the Appendix);
- Currency (where applicable, in the abbreviated form pursuant to the Appendix);
- Amount of money;
- Customer' name; and
- Customer's account number, bank code or IBAN.

3.1.2 Execution Period

Transfers shall be executed as quickly as possible.

3.1.3 Customer's Reimbursement, Correction and Compensation Claims

3.1.3.1 Reimbursement for Unauthorised Transfers

Should Transfers be executed with no authorisation (see no. 1.3 para. 2), Bank has no claims against Customer for compensation of their expenses. Bank shall be obligated to reimburse to Customer the payment amount and, to the extent that this amount was charged to any of Customer's account, restore the account state which it would have had if the unauthorised Transfer had not been executed. This duty must be fulfilled, at the latest, by the end of the business day in terms of the "Prices and Services Schedule" following the day on which Bank was informed that the Transfer had not been authorised or on which Bank became aware of this in any other manner. If Bank communicated to the authority in charge in writing justified reasons according to which Customer engaged in fraud, Bank must immediately review and fulfil their duty under sent. 2 if the suspected fraud is not confirmed. Should any payment initiation service provider have initiated the relevant Transfer, duties under sent. 2 through 4 shall apply to Bank.

3.1.3.2 Claims Regarding Failed, Incorrect or Delayed Execution of Authorised Transfers

(1) If execution of an authorised Transfer failed or was incorrect, Customer may request Bank to immediately refund the transfer amount with no deduction to the extent that the payment failed or was incorrect. However, if the amount was charged to Customer's account, Bank shall restore the account status which it would have had if the transaction had not failed or been incorrectly executed. Should Customer have initiated the relevant Transfer through a payment initiation service provider, duties under sent. 1 through 2 shall apply to Bank. To the extent that Bank or any intermediary deducted fees from the transfer amount, Bank shall immediately transfer such deduction in favour of the payment recipient.

(2) In addition to para. 1, Customer may request Bank to refund those fees and interest which they were charged with or which were deducted from their account in relation to such failed or incorrect Transfer execution.

(3) In the case of delayed execution of authorised Transfers, Customer may request from Bank to request the payment recipient's payment service provider to credit the payment amount to the payment recipient's account as if the Transfer had been ordinarily executed. The duty under sent. 1 shall also apply if Customer employed any payment initiation service provider for making the Transfer. If Bank is able to show that the amount was timely transferred to the payment recipient's payment service provider, this duty shall cease to exist; the duty in terms of sent. 1 shall not apply if Customer is no consumer.

(4) If a Transfer was executed not at all or not correctly, Bank shall, upon Customer's request, review the transaction and inform Customer about the relevant results.

3.1.3.3 Compensation for Duty Violations

(1) In the event of failed, incorrect or delayed execution of authorised Transfers or of unauthorised Transfers, Customer may request compensation from Bank for any damage which is not included under no. 3.1.3.1 or 3.1.3.2; this shall not apply for duty violations beyond Bank's control. In this case, violations of any intermediaries involved shall be deemed Bank's own violations, unless the substantial reason can be attributed to such intermediary which Customer indicated. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

(2) Liability in terms of para. 1 shall be limited to EUR 12,500. Such liability limit according to the amount shall not apply to:

- unauthorised Transfers;
- intentional or grossly negligent behaviour of Bank;
- Risks which Bank particularly accepted; and -interest damage if Customer is a consumer.

3.1.3.4 Special Regulations for Elements of Transfers Executed Outside the European Economic Area (EEA)

Regarding failed, incorrect or delayed execution of authorised Transfers or unauthorised Transfers only the claims for damages in terms of the below provisions, in addition to claims based on mandate law according to sec. 667 *BGB* and on unjust enrichment in terms of sec. 812 *et seq. BGB*, shall apply in deviation from the claims under no. 3.1.3.2 and no. 3.1.3.3:

- Bank shall be liable for their own faults. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

- Bank shall not be liable for the faults of any intermediaries commissioned by Bank. In these cases, Bank's liability shall be limited to diligent selection and instruction of the first intermediary ("Forwarded Order").

- Bank's liability shall be limited to EUR 12,500 for each Transfer. However, these limitations shall not apply to Bank's wilful intention and gross negligence and to risks which Bank separately accepted.

3.1.3.5 Claims for Customers who are No Consumers

In deviation from the claims under no. 3.1.3.2 and no. 3.1.3.3, customers who are no consumers – regarding failed, incorrect or delayed execution of authorised Transfers or unauthorised Transfers – shall only have claims for damages in terms of the below regulations, in addition to any claims for surrender under sec. 667 *BGB* and sec. 812 *et seq. BGB*:

- Bank shall be liable for their own faults. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

- Bank shall not be liable for the faults of any intermediaries commissioned by Bank. In these cases, Bank's liability shall be limited to diligent selection and instruction of the first intermediary ("Forwarded Order").

- Customer's compensation claim shall be limited as to the amount, that is, to the transfer amount plus any fees and interest charged by Bank. To the extent that consequential damage is asserted, the claim shall be limited to EUR 12,500 for each Transfer.

However, these liability limitations shall not apply to Bank's wilful intention and gross negligence, to risks which Bank separately accepted and to unauthorised Transfers.

3.1.3.6 Liability Exclusion and Preclusion from Objection

(1) Bank's liability under no. 3.1.3.2 through 3.1.3.5 shall be excluded in the following cases:

- Bank is able to show to Customer that the amount was ordinarily transferred to the payment recipient's payment service provider;
- The Transfer was executed pursuant to an incorrect customer ID (see no. 1.2) of the payment recipient provided by Customer. However, in this case Customer may request Bank to make reasonable efforts to recover the amount of money. Should Transfer amount recovery in terms of sent. 2 be impossible, Bank must provide Customer, upon their request, with available information to enable them to assert claims for reimbursement of the transfer amount against the actual transfer recipient. For any activities in terms of sent. 2 through 3 of this sub-paragraph, Bank may charge them with the fees under the "Prices and Services Schedule".

(2) Customer's claims in terms of no. 3.1.3.1 through 3.1.3.5 and their objections to Bank due to failed or incorrect Transfers or due to unauthorised Transfers shall be excluded if Customer fails to inform Bank about any such unauthorised or incorrect Transfer 13 months from the day of charging at the latest. This period shall only commence if Bank notified Customer of the debit entry for the Transfer pursuant to the agreed account information communication channel not later than one month from the debit entry; otherwise, this period shall commence upon information provision. Customer may assert compensation claims under no. 3.1.3.3 also once the period under sent. 1 is over if they, with no fault of their own, were prevented from compliance. Sent. 1. through 3 shall also apply if Customer initiates the Transfer via any payment initiation service provider.

(3) Customer's claims shall be excluded if circumstances establishing such claim

- are based on unreasonable and unforeseeable events beyond Bank's control and if it would have been impossible to prevent the consequences despite applying a reasonable level of diligence; or
- were established by Bank due to a statutory obligation.

3.2 Transfers to Countries Outside the EEA (Third Countries¹²)

3.2.1 Required Information

Customer must provide the below data for the execution of a Transfer:

- Name and, if applicable, the address of the payment recipient;
- Payment Recipient's customer ID (see no. 1.2) – if the BIC is not available for cross-border Transfers, the complete name and address of the payment recipient's payment service provider must be provided as an alternative;
- Destination country (where applicable, in an abbreviated form pursuant to the Appendix);
- Currency (where applicable, in the abbreviated form pursuant to the Appendix);
- Amount of money;
- Customer' name; and
- Customer's account number, bank code or IBAN.

3.2.2 Execution Period

Transfers shall be executed as quickly as possible.

3.2.3 Customer's Reimbursement and Compensation Claims

3.2.3.1 Reimbursement for Unauthorised Transfers

(1) Should Transfers be executed with no authorisation (see no. 1.3 para. 2), Bank has no claims against Customer for compensation of their expenses. Bank shall be obligated to reimburse to Customer the payment amount and, to the extent that this amount was charged to any of Customer's account, restore the account state which it would have had if the unauthorised Transfer had not been executed. This duty must be fulfilled, at the latest, by the end of the business day in terms of the "Prices and Services Schedule" following the day on which Bank was informed that the Transfer had not been authorised or on which Bank became aware of this in any other manner. If Bank communicated to the authority in charge in writing justified reasons according to which Customer engaged in fraud, Bank must immediately review and fulfil their duty under sent. 2 if the suspected fraud is not confirmed. Should any payment initiation service provider have initiated the relevant Transfer, duties under sent. 2 through 4 shall apply to Bank.

(2) Bank shall be liable for their own fault regarding any damage not resulting from unauthorised Transfers. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

3.2.3.2 Liability for Failed, Incorrect or Delayed Execution of Authorised Transfers

Regarding failed, incorrect or delayed execution of authorised Transfers or unauthorised Transfers, Customer shall have, in addition to claims based on mandate law according to sec. 667 *BGB* and on unjust enrichment in terms of sec. 812 *et seq. BGB*, any compensation claims only based on the below provisions:

- Bank shall be liable for their own faults. Should Customer have culpably contributed to causing any damage, the extent of Bank's and Customer's liability shall depend on the contributory negligence principles.

- Bank shall not be liable for the faults of any intermediaries. In these cases, Bank's liability shall be limited to diligent selection and instruction of the first intermediary ("Forwarded Order").

- Bank's liability shall be limited to EUR 12,500 for each Transfer. However, these limitations shall not apply to Bank's wilful intention and gross negligence and to risks which Bank separately accepted.

3.2.3.3 Liability Exclusion and Preclusion from Objection

(1) Bank's liability under no. 3.2.3.2 shall be excluded in the following cases:

- Bank is able to show to Customer that the amount was ordinarily transferred to the payment recipient's payment service provider;

- The Transfer was executed pursuant to an incorrect customer ID (see no. 1.2) of the payment recipient provided by Customer. However, in this case Customer may request Bank to make reasonable efforts to recover the amount of money. For any activities which Bank performs in terms of sent. 2 of this sub-paragraph, Bank may charge them with the fees under the "Prices and Services Schedule".

(2) Customer's claims in terms of no. 3.2.3.1 and 3.2.3.2 and their objections to Bank due to failed or incorrect Transfers or due to unauthorised Transfers shall be excluded if Customer fails to inform Bank in writing about any such unauthorised or incorrect Transfer 13 months from the day of charging at the latest. This period shall only commence if Bank notified Customer of the debit entry for the Transfer pursuant to the agreed account information communication channel not later than one month from the debit entry; otherwise, this period shall commence upon information provision. Customer may assert compensation claims also once the period under sent. 1 is over if they, with no fault of their own, were prevented from compliance. Sent. 1. through 3 shall also apply if Customer initiates the Transfer via any payment initiation service provider.

(3) Customer's claims shall be excluded if circumstances establishing such claim

- are based on unreasonable and unforeseeable events beyond Bank's control and if it would have been impossible to prevent the consequences despite applying a reasonable level of diligence; or

- were established by Bank due to a statutory obligation.

1 International Bank Account Number.

2 The European Economic Area currently comprises the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway.

3 Business Identifier Code.

4 The European Economic Area currently comprises the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway.

5 EEA currencies currently include: Euro, British pound sterling, Bulgarian lev, Czech koruna, Danish krone, Hungarian forint, Icelandic króna, Norwegian krone, Polish zloty, Romanian leu, Swedish krona and Swiss francs.

6 Third countries shall be any countries outside the European Economic Area (currently the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway). 7 For example the US dollar.

8 The European Economic Area currently comprises the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway.

9 EEA currencies currently include: Euro, British pound sterling, Bulgarian lev, Czech koruna, Danish krone, Hungarian forint, Icelandic króna, Norwegian krone, Polish zloty, Romanian leu, Swedish krona and Swiss francs.

10 The European Economic Area currently comprises the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway.

11 For example the US dollar.

12 Third countries shall be any countries outside the European Economic Area (currently the EU Member States of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland as well as the countries of Iceland, Liechtenstein and Norway).

Appendix: List of Destination Country and Currency Abbreviations

| Destination Country | Abbreviation | Currency | Abbreviation |
|---------------------|--------------|---------------------------|--------------|
| Belgium | BE | Euro | EUR |
| Bulgaria | BG | Bulgarian lev | BGN |
| Denmark | DK | Danish krone | DKK |
| Estonia | EE | Euro | EUR |
| Finland | FI | Euro | EUR |
| France | FR | Euro | EUR |
| Greece | GR | Euro | EUR |
| Great Britain | GB | British pound sterling | GBP |
| Ireland | IE | Euro | EUR |
| Iceland | IS | Icelandic króna | ISK |
| Italy | IT | Euro | EUR |
| Japan | JP | Japanese yen | JPY |
| Canada | CA | Canadian dollar | CAD |
| Croatia | HR | Croatian kuna | HRK |
| Latvia | LV | Euro | EUR |
| Liechtenstein | LI | Swiss francs ¹ | CHF |
| Lithuania | LT | Euro | EUR |
| Luxembourg | LU | Euro | EUR |
| Malta | MT | Euro | EUR |
| The Netherlands | NL | Euro | EUR |
| Norway | NO | Norwegian krone | NOK |
| Austria | AT | Euro | EUR |
| Poland | PL | Polish zloty | PLN |
| Portugal | PT | Euro | EUR |
| Romania | RO | Romanian leu | RON |
| Russian Federation | RU | Russian rouble | RUB |
| Sweden | SE | Swedish krona | SEK |
| Switzerland | CH | Swiss francs | CHF |
| Slovakia | SK | Euro | EUR |
| Slovenia | SI | Euro | EUR |
| Spain | ES | Euro | EUR |
| Czech Republic | CZ | Czech koruna | CZK |
| Turkey | TR | Turkish lira | TRY |
| Hungary | HU | Hungarian forint | HUF |
| USA | US | US dollar | USD |
| Cyprus | CY | Euro | EUR |

¹ Swiss francs as the legal currency of Liechtenstein.