Agreement on placing orders in another form than in writing - individuals

1. Consent to the execution of payment transactions and investment services

Pursuant to section 3 of the General Terms and Conditions (**GTC**), only orders and instructions given in writing ("orders" or "order") are binding for Wiener Privatbank. For this reason, Wiener Privatbank is only obligated to carry out orders placed in writing. Orders placed in writing are only such orders where Wiener Privatbank has the original order at its disposal bearing the genuine signature of the client in accordance with the specimen signature provided by the client and deposited with Wiener Privatbank. Orders placed via telephone and e-mail, among others, are not deemed to have been placed in writing. However, it is the express wish of the client to give binding orders to Wiener Privatbank within the scope of this business relationship also via telephone, and/or e-mail.

The client and Wiener Privatbank therefore agree that Wiener Privatbank shall carry out also orders placed in the form requested by the client based on this Agreement. Wiener Privatbank shall be entitled, but not obligated, to carry out orders for which insufficient funds are available on the given account. The Agreement shall also relate to any revocation of such orders as well as to any changes thereto.

Any orders placed in a form other than in writing shall be governed by section 3 subsection 2 and section 4 subsection 1 of the GTC, i.e. Wiener Privatbank shall be entitled to carry out the order but it shall not be obligated to carry out the order until the order has been confirmed.

The client shall be informed as soon as possible, but no later than by the end of the subsequent business day should Wiener Privatbank refuse to carry out a specific order.

a. Placing orders via telephone – Excluded for tenants-in-common accounts and securities accounts!

Orders placed in connection with money market, foreign exchange and securities transactions and payment transactions may be placed by telephone (exclusively by calling +43 1 534 31-0) after having stated client name, client number and password. In the case of an order placed by telephone, Wiener Privatbank verifies the client's authorization to place orders based on the client number, the client's name and the password notified to Wiener Privatbank by the client. Wiener Privatbank verifies the correctness of the password in spoken form only. For this reason, any special spelling of the password (e.g. upper case/lower case) that is not voiced when speaking shall be irrelevant.

This authorization shall apply to the (securities) account holder(s) as well as all sole authorized signatories as stated in the application for opening the (securities) account and the specimen signature sheet.

Above all others, a risk inherent in this method of placing orders is that Wiener Privatbank will not detect that the caller is not the client. Please refer to the risk information given in item 2 of this agreement to learn about any further risks.

The password shall be agreed separately on a separate sheet enclosed to this agreement. The password can only be changed by the account holder in person and by giving his/her genuine signature.

b. Placing orders by e-mail – excluded for tenants-in-common accounts and securities accounts!

Orders placed in connection with money market, foreign exchange and securities transactions and payment transactions may be placed by e-mail (exclusively by sending an e-mail to the account manager in charge: first name.last name@wienerprivatbank.com) stating client name, client number and password (see below).

In the case of an order placed by e-mail, Wiener Privatbank verifies the client's authorization to place orders based on the client number, the password (see below) and by comparing the sender's address stated in the e-mail with the e-mail address(es) notified by the client in this agreement. An electronic signature or any other form of identification shall not be required. This authorization shall apply to the (securities) account holder(s) as well as all sole authorized signatories as stated in the application for opening the (securities) account and the specimen signature sheet. Wiener Privatbank recommends its clients to not mention the password in the e-mail by which an order is placed but to communicate it separately (by means of another e-mail, for example). Wiener Privatbank reserves the right not to execute orders transmitted by e-mail until an employee of Wiener Privatbank has asked the client for, and obtained the client's confirmation of, the password by telephone.

Where orders relating to money market, foreign exchange and securities transactions are received via e-mail outside business hours, such orders shall be executed on the next following banking day, with reasonable time for processing being deemed agreed upon. Orders placed by e-mail relating to payment transactions shall be governed by the general execution periods as stated in the application for opening the (securities) account and the "Important Client Information" of Wiener Privatbank.

Above all others, a risk inherent in this method of placing orders is that Wiener Privatbank will not detect that the e-mail was not sent by the client (e.g. because the e-mail address notified by the client appears as the sender's address even though the e-mail was not sent from this address). For orders placed by e-mail, it is not possible - for technical reasons - to guarantee absolute confidentiality. Please refer to the risk information given in item 2 of this agreement to learn about any further risks.

Authorized E-mail account of the client:

1. E-mail

The password shall be agreed separately on a seperate sheet enclosed to this agreement. The password can only be changed by the account holder in person and by giving his/her genuine signature.

2. Risk Information

The form/s of placing orders agreed herein entail a considerable risk for the client. Above all others, a risk inherent in these methods of placing orders is that Wiener Privatbank executes orders that were not placed by the client, because Wiener Privatbank does not (cannot) detect that the order was not placed by the client, given that it is unable to verify either the client's identity or the genuineness of the client's signature when orders are placed by telephone or e-mail. Hence, there is a risk that an unauthorized third person might initiate transactions at the client's expense. Furthermore, also the type of transmission bears specific risks including, without limitation, the risk that the order does not reach Wiener Privatbank (in due time), that the order is changed in the course of being transmitted (e.g. reaches Wiener Privatbank in an incomplete form or with its content changed) or that the method of transmission enables unauthorized third parties to gain access to the content of the order (in particular the client's password) and to misuse such information. In connection with e-mail transactions, such risks can be reduced by the client using up-to-date e-mail, firewall and antivirus programs. In general, such risks can be reduced by the client regularly changing his/her password.

Being fully aware of the particular dangers involved, the client wishes to opt for the type(s) of communication for placing orders as selected above and confirms that he/she agrees to the following provisions.

3. Verification prior to order execution

Wiener Privatbank shall verify whether the order was effectively placed by the client exclusively in accordance with the agreements made in item 1. If Wiener Privatbank, based on the agreed checks, comes to the conclusion that the order was placed by the client, Wiener Privatbank will execute the relevant order.

Wiener Privatbank shall have to authenticate the payment transaction and shall have to prove, in case the authorization is disputed, that the payment transaction was duly recorded and booked and was not impaired by any technical failure or any other type of disruption.

4. Client's duty of care

The client shall be obligated to use all due care in placing orders by telephone or e-mail and to take all precautions available to avoid any form of abuse using the method of placing orders selected by him/her. The client undertakes to keep his/her password secret at all times and to not disclose it to anyone. The client must keep the password separate from the client and (securities) account number (IBAN/BIC) and must store it in a way which does not provide any reference to his/her business relationship with Wiener Privatbank. Upon any objectively justified demand issued by Wiener Privatbank, the client shall be obligated to change his/her password.

The (securities) account holder shall be liable for any damage and expenses arising from any violation of such duties of care for which he/she is at fault, in particular when he/she failed to duly keep the password safe or when he/she disclosed or lost the password; the (securities) account holder shall also be liable vis-à-vis Wiener Privatbank for any damage incurred by it, unless Wiener Privatbank is at fault for causing damage to persons or caused any other type of damage with intent or gross negligence. If the client was only slightly negligent in violating his/her duties of care, his/her liability for unauthorized payment transactions shall be limited to an amount of EUR 150. The client may have his/her password blocked at any time. Outside business hours, the client can have his/her password blocked by leaving a message at the telephone number

+43 1 534 31-763.

5. Written form of Declarations	
This agreement shall only apply to orders and instructions of the client. In order to be effective, any other declaration of the client must be made by the client in writing in accordance with section 3 of the GTC.	
6. Orders placed by authorized signatories	
All regulations of this agreement on the placing of orders by the client shall apply also to the placing of orders by an authorized signatory.	
7. Termination and amendment of the agreement	
This agreement may be terminated as described in section 23 and section 24 of the GTC. It may be amended as described in section 2 of the GTC.	
Place, Date:	**Signature of (securities) account holder:**

Password agreement

TEAR OFF THIS SHEET FROM THE AGREEMENT ON PLACING ORDERS IN A FORM OTHER THAN IN WRITING - CONSUMERS IMMEDIATELY AFTER HAVING FILLED IN THE AGREEMENT. KEEP IT IN A SAFE PLACE SEPARATE FROM THIS AGREEMENT!

The client undertakes to keep his/her password secret at all times and to not disclose it to anyone. The (securities) account holder shall be liable for any damage and expenses arising from any violation of such duties of care for which he/she is at fault, in particular when he/she failed to duly keep the password safe or when he/she disclosed or lost the password, unless Wiener Privatbank is at fault for causing damage to persons or caused any other type of damage with intent or gross negligence. If the client was only slightly negligent in violating his/her duties of care, his/her liability for unauthorized payment transactions shall be limited to EUR 150. The client must keep the password separate from the client and (securities) account number (IBAN/BIC) and must store it in a way which does not provide any reference to his/her business relationship with Wiener Privatbank. Upon any objectively justified demand issued by Wiener Privatbank, the client shall be obligated to change his/her password. The password can only be changed by the account holder in person and by giving his/her genuine signature.

The password shall be valid for:

- placing orders by telephone
- placing orders by e-mail