Information on the Distance Marketing of Financial Services Act (FernFinG) and on contracts concluded outside business premises for securities accounts including clearing accounts

1. General Information

Wiener Privatbank SE
Address: A-1010 Wien, Parkring 12
Mailing Address: A-1010 Wien, Parkring 12, attn: Private Banking Department
Phone: +43(0)1 534 31-0,
Fax: +43(0)1 534 31-710
Email: office@wienerprivatbank.com
Website: www.wienerprivatbank.com

SWIFT Code: WIPBATWW
Company Registration Number: FN 84890 p
Commercial Court: Commercial Court of Vienna
VAT Number: ATU59070249

Main Business Activity:

Wiener Privatbank is a licensed credit institution pursuant to § 1 (1) of the Austrian Banking Act. It provides investment services and ancillary investment services in accordance with § 1 Nos. 2 and 3 of the Austrian Securities Supervision Act (WAG). Wiener Privatbank offers a broad range of transactions in securities and other financial instruments, particularly in connection with the acquisition, disposal, and custody of securities.

As an independent specialist in Corporate & Private Banking and tangible asset investments, Wiener Privatbank combines top-tier expertise in both stock exchange and real estate under one roof, headquartered in Vienna.

Core Competency: Real Estate

Products

- Direct Real Estate Investments:
  Investment apartments, Traditional Viennese investment apartments, Investment apartment Plus, Developer model, Real estate investment companies
- Indirect Real Estate Investments:
  Real estate stocks, Real estate equity funds, Real estate funds
- Real Estate Services
  Property management, Construction management, Property development, Facility management
- Development of Innovative Real Estate Investment Products

Core Competency: Banking & Stock Exchange

Products

- Private Banking & Wealth Management
  Asset management, Investment advisory, Securities trading, Customized financing, Fixed-term deposits, Private brokerage
- Asset Management
  Fund management (retail and umbrella funds), Portfolio creation and management
- Capital Markets, Brokerage, Research
  Private & public offerings, Brokerage for institutional investors, Market analysis and monitoring
- Corporate Investments and Special Products
  Real estate-related private equity, Trustee services for public investment models, Gold investments for private investors

Supervisory Authority:

Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna
Website: www.fma.at
According to the decision issued by the Financial Market Authority, Wiener Privatbank holds a banking license pursuant to § 1 (1) Nos. 1–5, 7, 8, 10–11, 15, and 18 of the Austrian Banking Act.
Wiener Privatbank SE is a member of the statutory deposit guarantee scheme operated by Banken und Bankiers Gesellschaft m.b.H. (see attached information on deposit protection and investor compensation).

2. Information on the Distance Marketing of Financial Services Act (FernFinG) for Securities Accounts Including Clearing Accounts

2.1. Key Service Features

Securities Account

Essential Characteristics of the Financial Service:
The securities account is used for trading and safekeeping of securities. Settlement of customer orders and account fees is carried out via the associated clearing account. To inform customers about the opportunities and risks of investing in securities, appropriate risk disclosures are provided prior to opening the account. The customer confirms receipt of these risk disclosures and declares having read them before placing the first order.
In accordance with the Austrian Securities Supervision Act (WAG), the bank is required to obtain information from customers prior to providing investment services. This includes details about their knowledge and experience with such transactions, their investment objectives, and their financial situation, insofar as necessary to safeguard the customer's interests and considering the nature and scope of the intended transactions.
Customers may contact the bank by telephone at any time for support.
Total Price Payable by the Consumer for the Financial Service:
Order fees depend on the type of security, the trading venue, and the order volume. The current fee schedule provides details on custody account charges. Changes to fees are made exclusively in accordance with Clause 43 ff. of the General Terms and Conditions. Taxes withheld by the bank depend on the type of securities and the customer's tax status. The customer bears the cost of using remote communication methods.

Clearing Account

Essential Characteristics of the Financial Service:
The clearing account is used for the settlement of securities transactions and can only be opened in conjunction with a securities account. This account is not intended for payment transactions. No payment instruments are issued, and no standing orders or direct debits are set up. The balance in the clearing account is available on a daily basis.
Total Price Payable by the Consumer for the Financial Service:
The fees for services provided by the bank in connection with the clearing account are listed in the current schedule of conditions. Changes to fees are made exclusively in accordance with Clause 43 ff. of the General Terms and Conditions. Capital gains tax (KESt) is withheld by the bank for eligible customers. Additional taxes or costs may apply to the customer that are not withheld or charged by the bank. The customer bears the cost of using remote communication methods.
Possible Account Overdraft:
The bank is entitled, but not obligated, to accept overdrafts on the clearing account (possibility of overdraft pursuant to § 23 of the Consumer Credit Act).

2.2. Right of Withdrawal Information

The customer is entitled to withdraw from their contractual declaration or from the already concluded distance contract without stating any reasons, within 14 days, either in writing (letter, fax, email) or verbally (in person, by telephone). To meet the withdrawal deadline, it is sufficient to send the withdrawal declaration in time. The withdrawal period begins on the day the contract is concluded. If the customer receives this information and the contractual terms only after the contract has been concluded, the withdrawal period begins upon receipt of the information and terms.
The withdrawal must be addressed to the contact details provided under section 1.
If the customer does not exercise their right of withdrawal within 14 days from the conclusion of the contract, they are bound to the contract for an indefinite period.
During the withdrawal period, the contract may only be fulfilled after the customer has given explicit consent. If the customer subsequently exercises their right of withdrawal effectively, any services already rendered by either party—particularly monetary payments and any benefits derived (e.g., interest)—must be returned. The customer must fulfill this obligation within 30 days from the date of sending the withdrawal notice, and the bank must comply within 30 days of receiving the notice.
In accordance with § 12 (1) of the Distance Marketing of Financial Services Act (FernFinG), the bank is also entitled to demand agreed fees and expense reimbursements immediately for services provided prior to the customer's effective withdrawal.
The customer's right of withdrawal expires prematurely if the contract has already been fully performed by both parties and the customer has expressly agreed to this.

Contractual Termination Rights

After the expiration of the binding period, both the customer and the bank are entitled to terminate the contract at any time, subject to a reasonable notice period, in accordance with Clause 22 of the General Terms and Conditions for Banking Transactions. Both the customer and the bank also have the right to extraordinary termination with immediate effect for good cause, in accordance with Clause 23 of the General Terms and Conditions.

Place of Performance, Applicable Law

The customer expressly acknowledges that the contents of the following documents form part of the contract:
- Account Opening Form
- General Terms and Conditions (GTC)

Austrian law applies to the initiation of the business relationship with consumers residing in Austria. For the business relationship itself between the customer and Wiener Privatbank SE, Austrian law applies in accordance with Clause 20 of the General Terms and Conditions. The place of performance for both parties is Vienna.

Languages Used

The General Terms and Conditions (GTC) of the credit institution, as well as all other forms and information, are available in English. English is also agreed upon as the language of business for this contract.

Jurisdiction

For all legal disputes, the competent court in Vienna is agreed upon. However, for lawsuits against consumers, only the consumer's place of residence, habitual abode, or place of employment—provided these are located within Austria—shall determine local jurisdiction. An additional jurisdiction clause, applicable if the customer moves abroad, can be found in Clause 21 (2) of the General Terms and Conditions.

Out-of-Court Dispute Resolution Systems

The Austrian banking sector has established the Joint Conciliation Board of the Austrian Credit Industry to resolve specific customer complaints. Customers of all participating credit institutions, including Wiener Privatbank SE, may contact this conciliation board. It is responsible, among other things, for matters related to the distance marketing of financial services and is located at 1045 Vienna, Wiedner Hauptstraße 63 (www.bankenschlichtung.at).

3. Right of Withdrawal for Contracts Concluded Outside Business Premises ("Doorstep Transactions")

If a customer who is a consumer signs the enclosed application following a prior discussion with Wiener Privatbank or its representative or agent, and does so outside the business premises permanently used by Wiener Privatbank (Parkring 12, 1010 Vienna), they are—possibly in addition to the right of withdrawal under section 2.2—entitled to withdraw from the contract pursuant to § 3 of the Consumer Protection Act.
The withdrawal must be declared by the customer no later than one week after the conclusion of the contract. To be effective, the withdrawal must be made in writing. It is sufficient if the customer returns the application to Wiener Privatbank SE (Parkring 12, 1010 Vienna) or to its representative or agent with whom the customer negotiated, with a note indicating that they reject the conclusion or continuation of the contract. The withdrawal is considered timely if the customer sends the declaration within the one-week period.
If the customer initiated the conclusion of the contract themselves, this right of withdrawal expires.