

Terms and conditions for use of the Online Reporting Service of Bank Gutmann Aktiengesellschaft

As of October 2018

1. General information

Access to Online Reporting is offered to holders of accounts and securities accounts kept with Bank Gutmann Aktiengesellschaft (“Bank”) at the request of the holders of such accounts/securities accounts and is intended only for the holders of the accounts/securities accounts themselves or other persons authorised to operate or sign on the accounts/securities accounts as well as for third parties that have been duly authorised to access Online Reporting (“Authorised Persons”) by the holder of an account/securities account.

Authorised Persons wish to have access to Online Reporting to be able to view the accounts and securities accounts they hold with the Bank as easily and quickly as possible.

Every access to Online Reporting, to the data and information, analyses, calculations, etc. contained therein, the use of the same, and all actions based on or connected with these are subject to the rules set forth below.

2. Requirements

To be able to use the Online Reporting service provided by the Bank, users must have an account/securities account with the Bank.

Authorised Persons wishing to access Online Reporting shall take reasonable defensive action against viruses and other threats to hardware and software, including in particular the installation of a firewall and up-to-date anti-virus protection, keep such protection up to date, and carry out security updates of the operating system.

3. Scope of services

The Bank offers Authorised Persons online access to view information relating to their accounts and securities accounts held with the Bank as follows:

- Summary of account/securities account balances and transactions
- Development of assets
- Movements in securities accounts/ accounts
- Performance analyses
- Calculation of contribution margins
- Links to Gutmann Funds Service
- Archive

4. Access to Gutmann Online Reporting

Communication between Authorised Persons and the Bank is carried out via data transmission networks using the Authorised Persons’ personal identification features after electronic authorisation of the Authorised Persons by the Bank. When accessing Online Reporting, access rights are verified exclusively by reference to the personal identification features. Joint signature arrangements are not possible with Online Reporting.

For the log-in into Online Reporting, Authorised Persons are issued with personal identification features:

- User identification
- Token
- Personal initial password for the first log-in and a personal password for any subsequent log-in

User identification

The user identification is defined by Bank Gutmann and consists of an 8-digit number.

Token

The token is used to increase the security of Online Reporting. Online Reporting uses strong customer authentication. Strong customer authentication comprises two elements: one in the category of knowledge (something that only the Authorised Person knows) and possession (something that only the Authorised Person has in their possession). To register for Online Reporting, the Authorised Person needs to key in the user identification and the personal password (knowledge) plus a one-time password taken from the token (possession; OTP – one-time password).

The one-time password is generated by pushing the button on the token and consists of 6 digits. Following a request for access to Online Reporting, the token is handed over to the Authorised Person personally or forwarded by mail, if this is preferred. Depending on the frequency of its use, the token has a lifetime of approximately five years. After this period, the Authorised Person will be issued with a new token.

The token must be kept in a safe place that is not accessible to third parties. If the token should nonetheless be lost, the Authorised Person will be billed only the direct cost of replacing the token as shown in the Schedule of Fees and Charges.

Terms and conditions for use of the Online Reporting Service of Bank Gutmann Aktiengesellschaft

As of October 2018

Personal initial password and personal password

After the first log-in to Online Reporting, the personal initial password must be changed by the Authorised Person. From then on, the Authorised Person may change their personal password at any time under Settings.

Should the Authorised Person be unable to remember their password, they may request to be issued with a new password at any time when logging into Online Reporting by using the "forgotten password" function.

5. Duties of care and diligence; blockage

The Authorised Person shall make sure that the personal identification features named above are kept in a safe place, are kept secret and will not be passed on to any unauthorised third parties. With regard to personal identification features, account information service providers are deemed to be authorised third parties. If personal identification features are lost or if there is reason to suspect that an unauthorised person has gained knowledge of personal identification features that might enable them to access Online Reporting, the Bank must be notified by sending an email to onlinereporting@gutmann.at or calling the telephone number +43-1-502 20-496 during banking hours or leaving a message in Online Reporting under the menu item "Message to the client relationship manager". During its banking hours, the Bank will immediately block personal identification features.

The account holder is responsible for ensuring that the Authorised Persons chosen by them are aware of and comply with their duties of care and diligence.

The Bank has the right to block access to Online Reporting without consulting with the Authorised Person if

- this is justified by objective reasons relating to the security of Online Reporting
- the Bank has reason to suspect that Online Reporting and/or the personal identification features are being used in an unauthorised or fraudulent manner

The bank shall notify the Authorised Person prior to, but in any event immediately after such blocking, stating the reasons therefor and using the means of communication agreed with the Authorised Person, unless notification of the blocking or of the reasons for such blocking would violate orders issued by a court of law or an administrative authority or would run counter to Austrian or Union regulations or objective security considerations.

As soon as the reasons for the blocking no longer apply, the Bank shall lift the block again.

After three consecutive failed log-in attempts, the Authorised Person will be locked out temporarily (soft lock). For security reasons, the duration of such lock-out will increase exponentially after each failed log-in attempt. After nine consecutive failed log-in attempts the Authorised Person will be locked out permanently (hard lock).

In such a case, the Authorised Person must request their client relationship manager to lift the lock.

Access may also be blocked at the express request of an Authorised Person. In addition, the account holder has the right to have access to his accounts and securities accounts blocked for all other Authorised Persons.

6. Availability

The Authorised Person may access Online Reporting 24 hours a day. Access to Online Reporting may be restricted temporarily from time to time due to maintenance and service work. Whenever such restrictions have to be imposed, the Bank will, as far as possible, notify Authorised Persons, e.g. by making announcements to this effect on the website used by the Bank for Online Reporting.

7. Liability

The Bank shall not be liable to the Authorised Person for any damage caused by an independent third party or otherwise by an inevitable event that is attributable neither to any defect in the condition nor to any malfunction of the means used by the Bank for automation-supported data processing.

In the event of any damage that may be sustained due to failure to establish a connection to the Bank or the temporary outage of the Bank's Online Reporting systems, the Bank shall not be liable for slight negligence

If an Authorised Person discloses his personal identification features to a third party or if an unauthorised third party gains knowledge of the personal identification features due to a violation of a duty of care and diligence on the part of the Authorised Person, the Authorised Person shall bear all consequences and losses arising from misuse until the blockage becomes effective (see 5. above). Once the blockage becomes effective, the Authorised Person shall no longer be liable.

Terms and conditions for use of the Online Reporting Service of Bank Gutmann Aktiengesellschaft

As of October 2018

If data received by Authorised Persons in the course of their use of Online Reporting are incorrect, only the data in the Bank's books shall be deemed to be of relevance to the business relationship between the Authorised Person and the Bank. Calculation errors and omissions excepted.

All rights relating to Online Reporting and the website used as the basis for Online Reporting, including the rights of reproduction and dissemination as well as translation are reserved. Substantive Austrian law shall apply. The place of jurisdiction shall be Vienna's City Centre district (Wien, Innere Stadt). Jurisdictions imposed by force of law shall not be affected hereby.

8. Termination

The Authorised Person may notify the Bank at any time of their wish to terminate use of the services provided under this agreement with immediate effect.

The Bank may terminate access to Online Reporting after giving two month's notice without having to state any reasons for such termination. In its termination notice, the Bank shall indicate the date when access to Online Reporting will end. When Online Reporting is terminated by the Bank, the notice of termination will be sent to the last email or postal address communicated to the Bank by the Authorised Person. The Bank shall in any case have the right to end access to Online Reporting for good cause with immediate effect, without giving advance notice of termination.

The Bank furthermore has the right to make changes to its remote data transmission in accordance with technical progress, changes to the law and changes to security measures, including changes to the personal identification process.

The Bank reserves the right to make changes to Online Reporting, its contents and viewing options at any time without notifying Authorised Persons. The Bank shall be free to discontinue the Online Reporting service fully or in part at any time or to deny access to individual Authorised Persons.

9. Changes to the Terms and Conditions for Use

Changes to these Terms and Conditions for Use will be offered by the Bank to the Authorised Person no later than two months before the date proposed for their entry into force. Such offer shall be made by showing, side by side, the terms affected by the changes offered and the changes proposed. The consent of the Authorised Person to the changes proposed shall be deemed given unless

the Bank receives an objection from the Authorised Person prior to the proposed entry into force. The offer to change the Terms and Conditions for Use shall be notified to the Authorised Person. Such notification to the Authorised Person may be made in any form agreed with them. Vis-à-vis an entrepreneur, notification shall be deemed given when the notice offering the change to the Terms and Conditions of Use is made available for retrieval in a form agreed with the entrepreneur.

In its notice offering the change to the Terms and Conditions for Use, the Bank will indicate the provisions of the Terms and Conditions for Use affected and point out that these changes to the Terms and Conditions for use will be deemed accepted by the Authorised Person unless an objection from the Authorised Person is received by the Bank before the proposed entry into force. In addition, the Bank shall publish a comparison of the provisions of the Terms and Conditions for Use affected by the change as well as the complete version of the revised Terms and Conditions for Use on its website and provide this comparison to the Authorised Person upon request. The Bank shall inform the Authorised Person of this option in its offer to change the Terms and Conditions for Use.