

CONDITIONS FOR PARTICIPATION

DenizMobile App

1. GENERAL

These Conditions regulate the Customer's participation in the DenizMobile App Service offered by DenizBank (Wien) AG (hereinafter referred to as the "Bank").

This Service allows the Customer as the account holder or authorised signatory to access the internet banking services on a mobile device via an app provided by the Bank ("DenizMobile App"). Using the App, the Customer is given the possibility to make queries, place orders and make and/or receive legally binding declarations of intent and other declarations. In order to be able to benefit from the internet banking services using the App, it is necessary to download the DenizMobile App onto a mobile device (e.g. smartphone, tablet PC).

The DenizMobile App represents a particular form of access to the Bank's internet banking services. That is why the Bank's Conditions for the Participation in Internet Banking (available at <https://www.denizbank.de/Kundenservice/Gesch%C3%A4ftsbedingungen/Teilnahmebedingungen-Internetbanking.pdf>) shall be deemed to have agreed upon for the Customer's participation in the DenizMobile App Service, if and as long as the Conditions for Participation regarding the DenizMobile App do not contain any deviating regulations.

1.1. Prerequisites for Participation

Using the internet banking services via the DenizMobile App implies the existence of a business relationship and a related agreement between the Customer and the Bank. A further prerequisite for the participation in internet banking via the DenizMobile App is the possession of a mobile device (e.g. smartphone or tablet PC).

The business relationship in itself shall be regulated by the agreement it is based upon and by the general terms and conditions applicable to it. The authorisation to use the services within the framework of this Agreement can only be granted to the account holder or to any co-holder and/or any authorised signatory.

The Customer may apply for an internet banking authorisation pertaining to the user number under which they are registered as the account holder or the authorised signatory. The account holder must give his written consent to the granting of an internet banking authorisation to an authorised signatory. In case of a joint account, all account holders are required to give their written consent to the granting of an internet banking authorisation to an authorised signatory.

1.2. Scope of Function of the Internet Banking Services

The internet banking services provide the Customer with the following functions:

- Making queries (accessing account statements and confirmations; account turnover queries);
- Placing payment orders;
- Opening new accounts;
- Changing their user data (e.g. their email address etc.);
- Overview of securities accounts;
- Change of addresses;
- Investigation orders for Turkish money transfers as well as cross-border & SEPA transfers;
- Orders for the reclaim of transfers and debit notes and
- Account closures.

Depending on the application's current status of technical development, the Customer has all or individual functions at their disposal when using the DenizMobile App.

2. ACCESS TO THE DENIZMOBILE APP

The Customer logs in to the App by entering their personal identification data (user number and PIN or fingerprint/dot lock or TAN). The Customer's personal identification data in the context of internet banking include the following: user number, PIN and TAN and/or fingerprint or dot lock. The Bank uses these personal identification data to check the Customer's authorisation for using the internet banking services.

2.1. User Number (= Customer Number): In order to get access to the internet banking services, every customer is given a multi-digit user number by the Bank. The Bank uses this number to assign a customer to the accounts authorised for internet banking. As regards the access to joint accounts or corporate accounts, the assignment takes place by entering both a joint user number and a personal user number. The user number and the joint user number cannot be changed by the Customer.

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Die DenizBank (Wien) AG ist eine Zweigniederlassung der DenizBank AG, Thomas-Kleist-Platz 1, 1030 Wien, Sitz: Wien, FN 142199t (Handelsgericht Wien), DVR: 0845981, BLZ 19650.

Vorstandsmitglieder: Ahmet Mesut Ersoy (Vorstandsvorsitzender), Mehmet Ulvi Taner, Tuncay Akdevelioğlu, Genk Izgi, Bernhard Achberger. Aufsichtsratsvorsitzender: Hakan Ateş

2.2. PIN: The PIN is a combination of letters and numbers sent to the Customer's mobile phone number in the form of a text message (Short Message Service) on the occasion of the internet banking agreement's execution. The PIN serves to identify the Customer during internet banking sessions via the internet and/or the DenizMobile App. It is the prerequisite for accessing the internet banking services. The Customer is required to change their PIN when accessing the service for the first time. The PIN changed by the Customer shall consist of at least six digits, but shall not exceed 25 digits. It shall contain at least one uppercase letter, one lowercase letter and 2 numbers. The PIN shall not contain any symbols. We advise the Customer not to use their name or user number for the PIN. Customers are required to identify themselves by entering the PIN whenever they access the internet banking services. In order for the Bank to be able to ensure the PIN's secure transmission in the form of a text message, the Customer is required to immediately inform the Bank about any changes to their mobile phone number. If the Customer fails to notify the Bank about any changes to their mobile phone number, the PIN will be sent to the mobile phone number last disclosed to the Bank. The Customer may change their PIN any time within the framework of internet banking. Apart from that, the Customer may request a new PIN in writing or personally at every branch office of the Bank during the office hours. In these cases, a text message stating the new PIN will be sent to the mobile phone number indicated by the Customer.

2.3. Transaction Number (= TAN): When placing orders or making legally binding declarations of intent or other declarations, it is additionally required to enter a transaction number. Each TAN can only be used once.

2.4. Fingerprint/Dot Lock: The fingerprint or dot lock is the Customer's personal identification feature. When accessing the internet banking services via the DenizMobile App, the Customer is identified by means of their fingerprint and/or the drawing of a lock pattern, i.e. five dots on the display must be immediately connected to each other. The Customer must enable this feature in the "settings" section of the DenizMobile App. The fingerprint and/or dot lock is an alternative to the Customer's identification by entering the user number and the PIN in the DenizMobile App. In order to use the fingerprint/dot lock option, the Customer must own a mobile device (such as a smartphone or tablet PC) equipped with a fingerprint/dot lock feature. The Customer may always disable the fingerprint/dot lock feature in the "settings" section of the DenizMobile App. The fingerprint /dot lock alternatives can only be enabled individually.

2.5. A text message stating the TAN required for executing the transaction made via internet banking (smsTAN) will be sent to the Customer's mobile phone number. The text message stating the smsTAN also contains information on the transaction to be executed (the recipient's International Bank Account Number -> IBAN and the amount to be transferred) so as to allow the Customer to check the relevant data. The smsTAN received can only be used once for the execution of the transaction it had been requested for. Each smsTAN received is only valid for 3 minutes. Upon expiry of this time, the smsTAN will no longer be valid, in which case a new smsTAN must be requested. When changing a transfer order after its registration, the smsTAN received for its execution can no longer be used. A new smsTAN must be requested instead. Each smsTAN ceases to be valid after use. Any changes to the currently registered mobile phone number may be notified by the Customer in writing or personally at one of the Bank's branch offices.

When placing any orders or making any binding declarations, the Customer is required to additionally enter a smsTAN. The possibility of using the PIN as well as any of the further identification data agreed upon shall remain valid. .

3. TRANSACTIONS EFFECTED VIA THE DENIZMOBILE APP

3.1. When using the DenizMobile App, transactions and declarations of intent (hereinafter jointly referred to as: transactions) may basically be effected 24 hours a day, 7 days a week. Since the bank computers are subject to occasional maintenance and service works, the internet banking services offered via the App may be temporarily unavailable while such works are being carried out. The Bank will announce the estimated duration of such works in due time by publishing a corresponding note on the website and the internet banking home page.

3.2. The Customer connects to the bank computer by logging in to the internet banking services via the DenizMobile App. Once the Customer has successfully logged in, their accounts will be displayed. Transactions are completed by entering the valid TAN. Before using the smsTAN, the Customer shall check the data received as a text message for their correctness. Only if the data transferred in the text message conform to the desired order and/or the desired legally binding declaration of intent may the smsTAN be used for confirming the order.

3.3. Transfer orders executed via the DenizMobile App are limited to EUR 1,500 per transfer and/or EUR 1,500 per day, provided that there are sufficient funds in the account and that the transaction limits applicable to the respective account of the customer are not stricter. The Customer may select whether the order shall be effected on the same day or at a later point in time (forward order). The DenizMobile App transfer limit does not apply to transfers between own accounts (transfers between the DenizBank (Wien) AG accounts included in the internet banking service).

4. DILIGENCE

When using the internet banking services via the App, the Customer is advised to block the access to the mobile device and/or the access to the data saved on it so as to prevent any disclosure to unauthorised parties. In the event of loss or theft of the mobile device, or in case of other circumstances that might allow any unauthorised third parties to abuse the data, the Customer using the fingerprint and/or dot lock option shall arrange for the fingerprint and/or dot lock function to be disabled immediately or deactivate them independently in the DenizMobile App.

Warning: The Bank is implementing comprehensive measures for securing the data transferred via internet banking and processed by the Bank. Furthermore, the Bank is taking comprehensive safety measures that offer protection against attacks during data transmission via the internet or during data processing on the Bank's server. In order not to jeopardise the safety measures implemented by the Bank, each customer should, in his own interest, take additional technical measures for the protection of his systems. Both the Bank's website and the internet banking page include information on possible risks and the safety measures provided and recommended for the protection of the Customer's systems.

5. ACCESS BLOCKING

5.1. Each customer has the possibility to arrange for the blocking of his internet banking access via the DenizMobile App. This may be done at any time in writing, personally during the opening hours of the respective branch office, by phone calling 0800 4 88 66 00 and/or – when calling from abroad – +49 69 4272 603 0. Regardless of the method of notification, Customers are required to identify themselves by means of their name, user number and account number.

5.2. The Customer may arrange for the blocking to be cancelled either personally during the opening hours of the respective branch office, in writing or by phone calling 0800 4 88 66 00 and/or – when calling from abroad – +49 69 4272 603 0. Regardless of the method of notification, Customers are required to identify themselves by means of their name, user number and account number.

6. FEES

The internet banking services offered via the DenizMobile App are provided free of charge. However, this shall not apply to any fees incurred by the Customer in connection with the account management and/or the establishment of the data connection between the mobile device and the bank computer.

7. SUBMISSION OF DECLARATIONS TO THE INTERNET BANKING MAILBOX

7.1. Within the framework of internet banking, the Bank provides each customer with an individual internet banking mailbox used to submit or give access to notifications and declarations from the Bank to the Customer. The presence of such notification or declaration in the internet banking mailbox will be red-flagged by means of a special note for the Customer displayed when logging in to the internet banking service, also via the DenizMobile App. The account holder may view the documents online in electronic form (PDF format) as well as download them, save them onto their computer, and print or delete them. Once the documents have been sent to the internet banking mailbox, the Bank can no longer make any changes to them.

7.2. Declarations the Bank is required to submit to the Customer are sent either by post or – if the Customer gives his consent – electronically to the internet banking mailbox. In case of the latter, the Customer will be informed separately. This information will be sent by post or – if agreed upon with the Customer – in the form of a text message or email to the mobile phone number or email address indicated by the Customer. Such declarations shall be deemed to have been duly submitted to the Customer at the time they receive the information about the existence of such declaration sent by post, text message or email.

7.3. Declarations the Bank is required to submit to the Customer within the framework of their participation in the DenizMobile App Service are sent electronically to the Customer's internet banking mailbox. The presence of such declaration in the internet banking mailbox will be displayed to the Customer once they have signed in to the internet banking services via the DenizMobile App.

8. AMENDMENTS TO THE CONDITIONS FOR PARTICIPATION

8.1. Any amendments to these Conditions for Participation agreed between the Customer and the Bank (as regards consumers, changes are possible only to the extent that they do not concern the existence or the scope of mutual main services or fees) will be proposed to the Customer at the latest two months before the planned date of their entry into force. The Customer's consent to these amendments shall be deemed to have been given, and the amendments shall be deemed to have been agreed upon, if the Customer fails to submit a rejection of the amendments before the planned date of their entry into force. Such proposed amendment will be sent to the Customer by post or, if agreed upon with the Customer, electronically to the internet banking mailbox. The Customer will be informed about the proposed amendment's availability in his internet banking mailbox in the way set forth in section 7.2 by post, text message or email. The amendment proposed by the Bank will

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emphasise that the Customer's silence, as defined above, will be regarded as their consent to the amendments. Apart from that, the Bank will publish on its website a comparison of the provisions concerned by the amendment. Furthermore, this comparison will be submitted to the Customer. The full version of the amended Conditions for Participation will be published on the Bank's website as well.

8.2. As regards entrepreneurs, it shall suffice to hold the proposed amendment ready for retrieval in a way agreed upon with the entrepreneur.

8.3. If the Bank intends to make any amendments to these Conditions for Participation, the Customer, as a consumer, shall be entitled to terminate their framework agreements for payment services (especially the current account agreement) without notice and free of any charges prior to the amendments' entry into force. The amendment proposed by the Bank will emphasise this fact as well.

8.4. The General Terms and Conditions shall additionally apply to the contractual relationship. However, the provisions set forth in these Conditions for Participation shall prevail over the provisions outlined in the General Terms and Conditions.

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