

SPECIAL PROVISIONS FOR PAYMENT SERVICES

Section 1 - Joint provisions

These General Provisions for Payment Services apply to the execution of transactions carried out by the Bank via a payment account.

The provisions in Section 1 generally apply to the provision of payment services. Section 2 applies to the provision of domestic and cross-border payment services where the payment is effected in EUR or in a currency of the European Economic Area (EEA) and both the payer's and the payee's banks are located in an EEA member state. Section 2 does not apply to payment transactions from or to other third countries.

The provisions form a framework agreement within the meaning of the Luxembourg Law on Payment Services.

The General Provisions for Payment Services supplement the Bank's General Conditions and Custody Account Regulations (hereinafter called “the General Conditions”) and form an integral part thereof. In the event of any discrepancies between the General Provisions for Payment Services and the Bank's General Conditions, the former shall take priority.

1.1 Definitions

The following terms apply within the meaning of the following contractual provisions:

Unique identifier: A combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously the other payment service user and/or his payment account for a payment transaction. (e.g. International Bank Account Number - IBAN).

Payer: A natural or legal person who holds a payment account and allows a payment order from that account.

Payee: A natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction.

Payment service user: A natural or legal person making use of a payment service in the capacity of either payer or payee, or both.

Payment service provider: The bank of the payer or the payee.

Payment instrument: Any set of procedures agreed between the payment service user and the payment service provider and used by the payment service user to initiate a payment order.

1.2 Types of payment services

The Bank is providing its clients with the following type of payment services: cash deposits and withdrawals, execution of incoming and outgoing payment transactions, execution of payment transactions where the funds are covered by a credit line in favor of a payment service user.

1.3 General execution and rejection of orders

1.3.1 Execution of orders

The Bank exercises in due care when processing orders. Should the Bank require additional information or instructions to execute a client order and cannot obtain this information from the client within the allotted time, whether because the payment service user does not wish to be contacted by the Bank or because he cannot be reached, the Bank reserves the right in

cases of doubt to refrain from executing the order, for the protection of the payment service user.

Payment service users must issue orders that have a specific execution date in due time.

1.3.2 Information required for the correct execution of payment orders

In order to execute a payment order correctly, the Bank requires the following information from the payer:

1. Last name and first name or company name with home address/registered office of the account to be debited,
2. Unique identifier (IBAN) of the account to be debited,
3. IBAN of the payee or, if not existing, information on the payee's payment service provider (BIC - Bank Identifier Code) and on the payee's account number,
4. Last name and first name or company name of the payee,
5. Date of execution, if any,
6. Currency and amount to be paid,
7. Date and signature for written payment orders. The specific provisions for electronic services apply to orders given by Secure E-mail via the EFG Private Network.

1.3.3 Rejection or delayed execution of orders

The Bank is not obliged to execute orders for which there are insufficient funds or credit limit. Where the payment service user has issued a series of orders, the total amount of which exceeds his/her available credit balance or any credit facilities that may have been granted, the Bank may decide at its own discretion which of the orders are to be executed, in whole or in part, under consideration of the order date and when the order was received.

The Bank reserves the right to reject a payment order or execute it at a later date if the information required as per § 1.3.2 has not been correctly provided or other legal or regulatory reasons prevent the Bank from executing the order. The Bank shall inform the client of the reasons for the rejection provided this does not breach other legal regulations. The information does not have to be provided in any particular form.

The Bank is authorized, but not required, to execute a payment order despite inadequate or missing details provided the Bank can supplement or amend the details with certainty.

The Bank cannot be held liable for any delays in the execution of orders in relation with the fulfillment of its legal requirements. Upon receiving an incoming payment, the Bank reserves the right to refund assets to the ordering bank if it does not receive sufficient information regarding the background and origin of the assets within a reasonable period of time.

The Bank may charge the client any costs for the provision of information concerning the refused payment orders if the rejection was justified.

1.4 Issuing orders, cut-off deadlines and revocation

A payment transaction is considered to be duly authorized only if the payer has given consent to execute the payment transaction. The payer generally issues the payment order in writing. The order is authorized by means of a legally binding signature. Special provisions apply to the use of the EFG Private Network. These are considered to be authorized within this context.

The time of receipt is deemed to be the time at which the payment order arrives at the payer's bank. If the payment order does not arrive on a bank business day, the order is deemed to have been received on the next following bank business day. The Bank's cut-off deadline is set at 4.30 p.m., Luxembourg time. If the payment order is delivered by the client after this cut-off deadline, the order is deemed to have been received on the next following bank business day. The Bank, however, reserves the right to immediately execute orders that are received after the cut-off deadline.

The payment service user may revoke the payment order at any time prior to the instruction being received by the payer's bank.

If the payer wishes for the order to be executed at a later date, this date is deemed to be the date of receipt. In this case, the payer can revoke the payment order at any time before the end of the business day preceding the agreed date.

The Bank may charge the revocation of a payment order to the client.

1.5 Charges for payments

Fees can be charged for the payment service in line with the Bank's Table of Fees. The Bank reserves the right to charge additional fees in accordance with these "General Provisions for Payment Services" (in particular sections 1.3.3, 1.4 and 2.6.6). The Bank can levy fees for the fulfillment of other obligations. These fees shall be based on the actual costs.

1.6 Foreign currency conversion

Payments are made in the currency requested by the client.

Amounts denominated in foreign currencies are generally credited and debited in the relevant foreign currency provided the client has a corresponding foreign currency account. Whenever the client does not have a corresponding foreign currency account, amounts denominated in such foreign currencies are credited and debited in EUR using the applicable rate at the time when the amount is booked by the Bank. If the client only holds accounts in foreign currencies, the Bank may credit or debit the amount in one of these currencies.

1.7 Changes to and termination of the framework contract

1.7.1 Changes to the framework contract

The Bank reserves the right to amend the framework contract at any time. Changes to the framework contract shall be proposed in writing at least 60 days prior to their planned implementation.

Changes to the framework contract shall be deemed to have been accepted unless the payment service user notifies the Bank that he/she does not accept them before the date of their proposed entry into force. In this case, the client has the right to terminate the framework contract without prior notice and at no cost before the proposed date for the implementation of the changes.

The Bank can change interest or exchange rates at any time. Clients shall be informed of such changes in an appropriate manner. Until further notice, the Bank uses the ECB fixing as reference exchange rate and LIBOR as reference interest rate.

1.7.2 Duration of contract

This framework contract shall be of unlimited duration.

1.7.3 Notice periods and termination possibilities

The payment services user can terminate the framework contract at any time without notice.

The framework contract may be terminated by the payment service user at no cost after 12 months. In all other cases, appropriate charges may be levied that are based on the cost of the termination.

The Bank shall be entitled to terminate the unlimited framework contract by giving 60 days' notice. However, in certain circumstances, the Bank may terminate the framework contract at any time.

1.8 Language and means of communication

The client may communicate with the Bank in English; French or German at any time or, upon prior agreement, in another language. In general, contractual materials and other documents are provided in English, French or German, unless otherwise agreed between the Bank and the client.

As a rule, the Bank will communicate with the client in writing. Orders and notifications sent via other communication channels shall only be accepted on the basis of a separate written agreement. If such an agreement exists and the client contacts the Bank via one of these communication channels, the Bank shall reserve the right to contact the client in the same way.

Electronic services are subject to the special agreements in place for these services.

1.9 Applicable law and jurisdiction

All relationships between the Bank and the payment service user are subject to the Luxembourg law exclusively. The place where the obligations of the Bank and the payment service user are to be performed as well as the legal address of any payment service user whose domicile is abroad, for proceedings purposes as defined by the Luxembourg law on the enforcement of debts and bankruptcy filing against the payment service user, will be located at the registered office of the relevant Bank's agency dealing with such payment service user. Disputes between the Bank and the payment service user will be subject to the jurisdiction of the courts of the registered office where the relevant Bank's agency is located. The Bank may however sue the payment service user before any other relevant court including, without limitation, that of his domicile or residence. In such case, Luxembourg law shall remain applicable.

1.10 Complaint and redress procedures for the settlement of disputes

The Commission de Surveillance du Secteur Financier is responsible for the settlement of disputes between the Bank and the payment service users. It mediates in disputes between the two parties in an appropriate manner and attempts to effect an agreement that is acceptable to both parties.

1.11 Validity

These "General Provisions for Payment Services" will enter into force on November 1, 2009.

Section 2 – Payments in Luxembourg and within the EEA

2.1 Limits of the use of the payment instrument

The Bank retains the right to block a payment instrument for objectively justified reasons related to the suspicion of unauthorized or fraudulent use of the payment instrument or, in the case of a payment instrument with a credit line, a significantly increased risk that the payer may be unable to fulfill his liability to pay.

In such cases, the Bank shall inform the payer of the blocking of the payment instrument and the reasons for it in an agreed manner, where possible, before the payment instrument is blocked and at the latest immediately thereafter, unless giving such information would be prohibited by the relevant legislation of the member states of the EEA.

2.2 Amounts transferred and amounts received

The payee's bank may deduct its charges from the amount transferred before crediting it to the payee. In such a case, the full amount of the payment transaction and charges shall be shown separately in the information given to the payee.

2.3 Execution time and value date

The execution date corresponds to the date at which the account of the client is debited.

The execution time corresponds to the delay necessary to credit the funds on the account of the beneficiary. The execution time starts with the time of receipt as defined in §1.4.

For payments in EUR, without conversion, within the EEA, the maximum execution time shall be three business days from the time of receipt until December 31, 2011. From January 1, 2012, this period will be reduced to one day. For payment orders issued in paper-form, these periods will be extended by an additional business day.

For payments in the currencies of the EEA member states, or in EUR with conversion, within the EEA, a maximum execution period of four days shall apply

2.4 Value date and availability of funds

The credit value date for the payee's payment account is no later than the business day on which the amount of the payment transaction is credited to the account of the payee's bank. The debit value date for the payer's payment account is no earlier than the point in time at which the amount of the payment transaction is debited to that payment account.

2.5 Charges

Unless otherwise specifically agreed the Bank will process all payments under the principle of shared fees, i.e. the payee and the payer must bear the charges levied by their respective payment services providers.

For payments involving a foreign exchange transaction, the party initiating the conversion will bear the fees of the currency exchange.

2.6 Protective measures/liability and reimbursement

2.6.1 Notification of unauthorized or incorrectly executed payment transactions

The client must inform the Bank in writing without delay on becoming aware of any unauthorized or incorrectly executed payment transactions giving rise to a claim, including those under sections 2.6.5 and 2.6.7, no later than 13 months after the debit date.

2.6.2 Evidence of authentication and execution of payment transactions

If a client denies having authorized an executed payment transaction or claims that the payment transaction was not correctly executed, it is the bank's responsibility to prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency.

2.6.3 Bank's liability for unauthorized payment transactions

In the case of an unauthorized payment transaction, the payer's bank shall refund to the payer the amount of the unauthorized payment transaction and, where applicable, restore the applicable payment account to the state in which it would have been, had the unauthorized payment transaction not taken place. The provisions of section 2.6.1 shall apply.

2.6.4 Payer's liability for unauthorized payment transactions

The payer shall bear all losses relating to any unauthorized payment transactions if he/she incurred them by acting fraudulently.

2.6.5 Errors during the execution of a payment transaction initiated by the payer

Where a payment order is initiated by the payer, his/her Bank shall, without prejudice to section 2.6.1, 2.6.6 §2 and 3 and 2.7, be liable to the payer for the correct execution of the payment transaction, unless the Bank can prove to the payer and, where relevant, to the payee's bank that the payee's bank received the amount of the payment transaction in accordance with section 2.2, in which case the payee's bank shall be liable to the payee for the correct execution of the payment transaction.

2.6.6 Incorrect unique identifier

If a payment order is executed in accordance with the unique identifier, the payment order shall be deemed to have been executed correctly with regard to the payee specified by the unique identifier (also see section 1.3.3).

If the unique identifier provided by the payment service user is incorrect, the Bank shall not be liable under sections 2.6.5 and 2.6.7 for non-execution or incorrect execution of the payment transaction. However, the payer's bank shall make all reasonable efforts to recover the funds involved in the payment transaction. The Bank may charge the payment service user for the recovery.

If the payment service user provides information additional to that specified in section 1.3.2, the Bank shall be liable only for the execution of payment transactions in accordance with the unique identifier provided by the payment service user.

2.6.7 Additional compensation

Further claims may arise from legal or special contractual regulations.

2.7 Exclusion of liability

Liability in connection with the authorization and execution of payment transactions shall be excluded in exceptional and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary, or where the Bank is bound by other legal obligations covered by national or EU legislation.