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1 GENERAL INFORMATION

1.1 OnlineB@nking is a special service product of UniCredit Bank Austria AG ("the Bank"). It enables a customer (holder of a current account or a safe-custody account or authorised signatory on such an account) to communicate with the Bank's data processing centre by means of data transmission via the Internet and, after electronic authorisation, to use the services offered by the Bank (i.e. access information and instruct the Bank to execute orders relating to current accounts and safe-custody accounts), to make declarations of intent to the Bank, and also to have information about current accounts and safe-custody accounts transferred to him/her via SMS (SMS-B@nking) or e-mail (KontoinfoService).

1.2 The "Agreement on Participation in Bank Austria OnlineB@nking" ("the Agreement") is concluded between the Bank and the customer for an indefinite period. The Agreement entitles the customer to use the OnlineB@nking service. The customer will then be permitted to access all current accounts and safe-custody accounts held by him/her via the OnlineB@nking service. If the current/safe-custody account holder wishes to allow an authorised signatory to access the account by means of OnlineB@nking, s/he must issue such authorisation in writing. For joint current/safe-custody accounts, all account holders must issue their authorisation before another account holder or authorised signatory is permitted to access the account via the OnlineB@nking service. For current/safe-custody accounts with collective signing authority, access through the OnlineB@nking system is limited to calling up account information.

2 DEFINITIONS

2.1 User Code (user identification):

Every customer receives a user code comprising several digits, which enables the Bank to assign a customer to the current/safe-custody accounts which s/he is authorised to access via OnlineB@nking. The Bank will inform the customer of the user code when s/he signs the Agreement. The user code may not be changed by the customer.

2.2 Personal Identification Number (PIN):

The PIN code serves to verify the identity of the customer in the OnlineB@nking system and is required in order for the customer to be able to submit orders and access information via OnlineB@nking. The PIN code is a five-digit number which is either handed to the customer personally in

a sealed envelope after s/he has signed the Agreement, or which is mailed to him/her upon the express wish of the customer. The customer must identify himself/herself by means of this PIN code whenever s/he logs into the OnlineB@nking system.

The customer may change his/her PIN code for OnlineB@nking whenever s/he wishes by using a TAN. Alternatively, the customer may request a new PIN code at any of the Bank's branches during business hours. The new PIN code will be given to the customer personally at the Bank branch or mailed to him/her upon the express wish of the customer.

2.3 Transaction Number (TAN):

Besides a user code and a PIN code, the customer also needs a transaction number to conduct transactions via OnlineB@nking and to submit other legally binding declarations of intent to the Bank. A transaction number serves to replace the signature, and when a customer uses OnlineB@nking services s/he must enter the transaction number in the designated field for the transaction or the declaration of intent to be legally binding.

The customer can decide whether s/he wishes to use the indexed TAN (iTAN) or mobileTAN system in OnlineB@nking.

a.) iTAN:

If the customer decides to use the iTAN system, s/he will be given a TAN letter in person, or if requested, the letter will be sent by regular mail, unless the customer already has access to a TAN letter by virtue of electronic authorisation to access another account at the Bank, upon signing the Agreement. A TAN letter contains several valid transaction numbers. Every TAN can be used only once and becomes invalid after it has been used once. The individual TANs in the TAN letter are numbered. To sign a transfer order that has been created in the OnlineB@nking system, the customer must enter the TAN with the number requested by the OnlineB@nking system. If the transaction is not continued by entering the requested iTAN, the iTAN is rendered invalid.

A new TAN letter is sent to the customer automatically. Alternatively, during business hours, the customer can inform the staff at the branch of his/her choosing that s/he will collect the letter, or that s/he would like it to be mailed to him/her.

A new TAN letter is automatically prepared as soon as 10 transaction numbers of a TAN letter have been used. It is therefore possible for a customer to

be in possession of two TAN letters at the same time, each with valid transaction numbers. With the automatic preparation of a third TAN letter, the valid transaction numbers of the oldest previously issued TAN letter are rendered invalid.

If a new TAN letter is requested at a Bank branch, all of the customer's previously issued TAN letters become invalid immediately.

b.) mobileTAN:

If the customer decides to use the mobileTAN system, s/he is not issued a TAN letter. Instead, the mobileTAN required to sign a transaction in the OnlineB@nking system will be sent to his/her mobile phone via SMS (Short Message Service). The customer must inform the Bank of the telephone number to which the mobileTANs are to be sent when signing up for this system.

The customer can change the number to which the mobileTANs are sent personally at any time in the Bank branch of his/her choosing. The customer can also change the number to which the mobileTANs are sent directly in the OnlineB@nking system provided that an SMS containing the mobileTAN required to sign this change can be sent to the previously used number.

The SMS with the mobileTAN also includes information on the transaction to be completed (the payee account number and transfer amount) for verification purposes. A mobileTAN can only be used to sign the transaction for which it was requested and loses its validity 30 days after it is issued. If an order is changed after a mobileTAN is issued for it, the previously issued mobileTAN is no longer valid. A new mobileTAN must be requested. A mobileTAN is rendered invalid once it is used.

The customer should note that an SMS with a mobileTAN can only be received on his/her mobile telephone when the basic requirements for the receipt of SMS messages are met, for example the telephone must be capable of receiving SMS messages, the service contract with the mobile communications provider must include the receipt of SMS messages and the customer must be in an area in which his/her mobile communications provider delivers SMS messages.

2.4 Personal Identification Details:

The user code, PIN code and transaction numbers constitute a customer's personal identification details for OnlineB@nking.

2.5 Single Password System:

The Bank uses the single password system for its OnlineB@nking services, and for some other service products which require the use of a user code. This means that a customer always receives only one

user code and one PIN code, which are to be used for all current/safe-custody accounts which the customer is authorised to use for OnlineB@nking transactions (and for other service products for which a user code is required). If the user code is blocked, the customer is unable to conduct any transactions for which the user code is normally required.

3 IDENTIFICATION

The customer's authorisation to conduct banking transactions via OnlineB@nking is always verified exclusively on the basis of the personal identification details.

4 TRANSACTIONS VIA ONLINEB@NKG

4.1 Transactions can generally be completed and declarations of intent submitted to the Bank through the OnlineB@nking system 24 hours a day, 7 days a week. As maintenance work occasionally has to be carried out at the Bank's data processing centres, a service window is provided from 0:00 hours to 6 a.m. OnlineB@nking services may not always be available during this time if maintenance work is in progress.

4.2 A customer establishes a link with the Bank's data processing centre by logging into the OnlineB@nking system via the Bank's website by entering his/her user code and PIN code. The customer will then be presented with the available transactions, and selects the desired transactions. The customer must then enter the information requested by the system into the screen (especially the payee's account or International Bank Account Number [IBAN] and routing code or Bank Identifier Code [BIC]; this information comprises the customer identifier) for submission over the Internet and then confirm the desired transaction by entering a valid TAN, either as requested by the system when using the iTAN system, or as sent by the system via SMS when using the mobileTAN system. The personal identification details which are used are verified by the Bank's data processing centre, and if they are correct the customer receives the information requested by him/her, or the instructions or declarations of intent issued by the customer are forwarded for further processing.

4.3 The time of receipt is the time at which a transaction order is received by the Bank via OnlineB@nking. If a transaction is received on a day other than a bank business day or on a bank business day but after the business hours indicated to the customer, the transaction will be treated as if it had been submitted on the next bank business day.

4.4 As many transfer orders for an account can be submitted through the OnlineB@nking system as

desired. However, transfer orders may only be submitted within the drawing limit for the respective account.

The customer can specify whether the order should be completed during the next possible internal processing run, or at a future point in time (forward order). If the desired forward date is not a bank business day, the order will be treated as if it had been received on the following bank business day. The customer can also combine multiple transfer orders and sign them with a single TAN.

4.5 Warning concerning the use of the iTAN system:

For the protection of its customers, for example when the Bank has reason to believe that the personal identification details of a large, non-specifiable group of customers may be being misused by unauthorised persons, the Bank is authorised to implement a Bank-wide transaction limit per iTAN. Customers will be informed of the application of such a transaction limit for iTANs and the duration of the limit by means of a message when they log into the OnlineB@nking system.

4.6 An authorised transfer order cannot be cancelled once it has been received by the Bank via the OnlineB@nking system. A forward order that has been received by the Bank can be cancelled by 24:00 (midnight) of the business day before the agreed execution date directly in the OnlineB@nking system using a valid TAN.

4.7 The Bank is authorised to execute transactions submitted in the name of a customer who is not considered a consumer for the purposes of Section 3 no. 11 of the Austrian Payment Services Act ("an entrepreneur") through the OnlineB@nking system using the personal identification details for account of this customer when the Bank, applying a reasonable level of prudence, has no reason to believe that these orders were not submitted properly in the name of the respective customer and when the submission of the improper orders cannot be attributed to the Bank.

5 DUE CARE

5.1 Warning: The OnlineB@nking system employs the Internet as a communication medium. The Internet is an open and publicly accessible communication medium. An unauthorised person could use the personal identification details of a customer to gain access to the OnlineB@nking system and effect transactions to the debit of the customer's current/safe-custody account. For this reason, customers are strongly advised to exercise

particular caution when conducting transactions via OnlineB@nking to prevent any damage or losses.

5.2 With regard to this obligation to exercise due caution, the customer is especially obligated to keep his/her personal identification details secret and not to disclose this information to any other persons (including Bank employees, except when providing the user code for notifications pursuant to item 8.1). If the customer has reason to believe that another person has gained knowledge of his/her PIN, s/he must change his/her PIN immediately and notify the OnlineB@nking hotline of his/her concerns (see 8.1). It is recommended that the customer change his/her PIN regularly (e.g. every two months).

5.3 Warning: The Bank employs comprehensive measures to secure the data transferred via OnlineB@nking and the data processed at the Bank and employs comprehensive security measures to protect data against attack when they are transmitted over the Internet or processed on the Bank's servers. In order to ensure that the security measures employed by the Bank are as effective as possible, every customer should also take technical measures to protect his/her own computers and data processing systems in his/her own interest. The Bank provides information on potential threats and suitable security measures for protecting the customer's data processing systems and computers on its website and in the OnlineB@nking system.

5.4 The customer must regularly check for current security warnings and information related to OnlineB@nking which the Bank publishes on its website or directly in the OnlineB@nking system.

5.5 If the URL of the login page in the browser address bar does not begin with 'https://online.bankaustria.at/', or if the padlock icon that indicates an encrypted connection is not shown in the browser window, this indicates that the customer is not at the Bank's website. In this case, the login must be aborted and the OnlineB@nking hotline contacted as quickly as possible (see 8.1).

5.6 When using the mobileTAN system, the customer must check the order information (payee account number, transfer amount) included in the SMS containing the mobileTAN to ensure that it matches the order that s/he wishes to submit and must only use the mobileTAN when the order information matches.

5.7 If a customer accesses OnlineB@nking via WAP, s/he must ensure that s/he has activated the WTLS encryption option on his/her mobile phone as the data will otherwise be transmitted via an unsecured connection.

5.8 The customer is obligated to comply with the terms of use for OnlineB@nking when using the system, and especially to correctly enter the customer identifier (see 4.2) when submitting orders and to only submit orders if the amount of the order is within the drawing limit of the respective account.

5.9 The authorised user must inform the Bank of the loss, theft or misuse of his/her personal identification details or any other unauthorised use of the OnlineB@nking system immediately via the OnlineB@nking hotline (see 8.1) as soon as s/he becomes aware of this fact.

6 REFUSAL OF TRANSFER ORDERS

6.1 The Bank may only refuse to execute a transfer order that was submitted by a customer through the OnlineB@nking system if

- the customer identifier is incorrect or incomplete; or
- the account does not have the required cover to complete the transfer; or
- the execution of the order would be in violation of Austrian or Community law, or of a court order or an order issued by an administrative authority; or
- the Bank has reason to believe that the execution of the order would constitute a criminal act.

6.2 The Bank will inform the customer of the refusal of the transfer order as quickly as possible in a form agreed with the customer, including information on how the order can be corrected. The reason for such refusal will only be provided if this is not in violation of Austrian or Community law or of a court order or an order issued by an administrative authority.

7 CORRECTION OF UNAUTHORISED PAYMENT TRANSACTIONS

In the event that an unauthorised or incorrectly executed payment is debited from the customer's account, proceedings to have the payment corrected by the Bank can only be initiated when the Bank is informed of the unauthorised or incorrectly executed payment immediately as soon as the customer gains knowledge of the fact, in any case not later than 13 months after the date of the payment, unless the Bank did not provide the customer with information on the respective transfer order or payment against his/her account (reference number, amount, currency, fees, interest, exchange rate, value date) in the form agreed with the customer.

If the customer is an entrepreneur, this period is reduced from 13 months to 3 months.

8 BLOCKING

8.1 Every current/safe-custody account holder and authorised signatory can have his/her user code blocked as follows:

- by telephone at any time by contacting the OnlineB@nking hotline, the number of which was provided to the account holder by the Bank and which can be viewed on the website www.bankaustria.at, or
- personally or in writing at any Bank branch during the branch's opening hours.

A request to block a user code that is submitted at a branch during its business hours or at any time via the OnlineB@nking hotline becomes effective immediately. Written blocking requests received by the Bank outside its business hours will be processed immediately and will take effect no later than one hour after it next opens for business.

8.2 A customer who submits a blocking request via the OnlineB@nking hotline must go to a Bank branch immediately and confirm the blocking request in writing, or submit such a written confirmation to the Bank by other means.

8.3 The Bank is authorised to block a user code independently of the customer if

- there are objective grounds to do so with regard to the security of the personal identification details or the systems for which they can be used;
- there is reason to believe that unauthorised orders have been submitted using the personal identification details, or that the personal identification details have been misused in some other way; or
- there is a significant risk that the current/safe-custody account holder will not be able to fulfil his/her payment obligations to the Bank arising from the use of his/her personal identification details.

The Bank will inform the customer of the blocking of the user code and also the reasons for such blocking (if this is not in violation of Austrian or Community law, a court order or an order issued by an administrative authority, or objective security considerations) in the form agreed with the customer before the user code is blocked if possible, or immediately after such blocking.

8.4 If an incorrect PIN or TAN is entered four times in succession, the user code will be blocked immediately after the fourth incorrect entry.

8.5 The user code will also be blocked automatically for security reasons when four different iTANs are requested in succession without one of the requested iTANs being entered correctly or used.

8.6 This block can only be lifted by way of a written request from the customer, or personally by visiting a Bank branch.

9 EXPIRY AND CANCELLATION OF THE AUTHORISATION

9.1 When an account is terminated, all OnlineB@nking authorisations for the account expire automatically. The OnlineB@nking authorisation of an account holder or authorised signatory also expires when s/he is no longer authorised to sign singly on the respective account. The same applies to safe-custody accounts.

9.2 Every customer may terminate the agreement in writing at any time subject to one month's notice. Every current/safe-custody account holder may revoke the OnlineB@nking authorisation of an authorised signatory in writing or personally at any of the Bank's branches.

9.3 The Bank may terminate the agreement at any time, without stating any reasons, subject to two months' notice; such termination must be communicated to the current/safe-custody account holder on paper or on another durable medium as agreed.

9.4 The Agreement may be terminated immediately without notice by the customer or the Bank for important reasons. This shall especially be the case when the customer has made his/her personal identification details available to another person.

9.5 Upon expiry or termination, all obligations related to securities transactions that have been entered into by then and the obligation to settle all receivables and claims to which the Bank is entitled in connection with this Agreement shall remain effective in full.

10 CHARGES

10.1 The Bank is entitled to make a charge for the OnlineB@nking services which it provides to customers, and it is entitled to reimbursement of expenses deemed necessary and useful for rendering the services. The amounts of these charges and of expenses to be reimbursed are listed

in the "Other Prices for Payment Services", which are displayed in the Bank's branches as required by the Austrian Banking Act. The charges for permanent services rendered by the Bank may be changed pursuant to an adjustment clause contained in the "Agreement on Participation in Bank Austria OnlineB@nking", or pursuant to an adjustment clause contained in the "Other Prices for Payment Services" displayed pursuant to the Austrian Banking Act at the time the "Agreement on Participation in Bank Austria OnlineB@nking" is concluded.

10.2 Changes in charges beyond those described in 10.1 and the introduction of charges for services that are currently offered free of charge are subject to agreement with the customer. Such changes shall become effective 2 months after the customer was informed of the change requested by the Bank in writing, provided that the Bank has received no written notice of objection to the changes from the customer before the expiration of this period. OnlineB@nking customers will be informed of such requested changes in the form agreed with the customer, either via regular mail, in the customer's account statement, or over the Internet via the OnlineB@nking service. This notification will inform the customer of the fact that his/her failure to file an objection before the end of the period of notice will indicate his/her tacit acceptance of the changes, and that s/he has the right to terminate the Agreement free of charge, and without giving notice, before the changes become effective.

10.3 Charges and reimbursement of expenses which relate to securities transactions effected by the customer via OnlineB@nking will be debited to the selected settlement account. The amounts of such charges and reimbursement of expenses are listed in the price lists "Prices for Securities Services" and "Terms and Conditions for Securities Trading via the Internet and TelefonB@nking at a Glance".

11 DELIVERY OF STATEMENTS OR CORRESPONDENCE

Statements of account are normally used as the means for delivering information pertaining to an account. A statement of account is deemed to have been delivered when the item is printed by an account statement printer. The printing of a statement of account marks the beginning of any period within which objections must be lodged in regard to the delivered declarations and information. The account holder is required to print a statement of account at regular intervals. If a statement of account is not printed by a customer for a period of 3 months, the Bank will send this statement of account by mail to the most recent address of the account

holder known to the Bank.
Statements or correspondence may also be delivered electronically via OnlineB@nking. Declarations and information transmitted in this manner are deemed to have been delivered to the customer as soon as the declaration or information is displayed on the screen after the customer or an authorised signatory has logged into OnlineB@nking.

12 AMENDMENTS TO THE TERMS AND CONDITIONS

12.1 Changes to these Terms and Conditions shall become legally binding for all current and future uses of the OnlineB@nking system 2 months after the customer has been informed of these changes unless the customer files an objection to the changes with the Bank in writing before this period expires. The customer may be informed by any means agreed with him/her under the business relationship (especially via written notice on a statement of account or electronic notice through the OnlineB@nking service). Any agreement made with the customer on the delivery of statements and declarations by the Bank also applies to information on changes to these Terms and Conditions.

12.2. When informing the customer of the changes, the Bank will inform the customer that changes to these Terms and Conditions have been made and that failure to file an objection within 2 months from the date on which s/he was informed of the changes will constitute tacit acceptance of the changes, and that s/he has the right to terminate the Agreement free of charge, and without giving notice, before the changes take effect.

12.3 The "General Terms and Conditions of UniCredit Bank Austria AG" shall also apply to this Agreement. The regulations contained in these Terms and Conditions shall however take precedence over the General Terms and Conditions of UniCredit Bank Austria AG.

B. SPECIAL CONDITIONS FOR THE SECURITIES FUNCTION

1 GENERAL INFORMATION

OnlineB@nking generally enables the customer to purchase and sell equities, warrants, bonds, exchange traded funds, index certificates on selected exchanges as well as a selection (by the Bank) of domestic and foreign funds registered for sale in Austria, and to subscribe to selected new issues.
The exchanges on which users can currently effect securities transactions via OnlineB@nking and the types of securities that can be traded on the relevant

exchanges are listed in the "Terms and Conditions for Securities Trading via the Internet and TelefonB@nking at a Glance". These can be viewed on the Bank's website at www.bankaustria.at and are available upon request at any of the Bank's branches.

2 PLACING ORDERS AND SERVICE HOURS

Orders can be placed via OnlineB@nking during the service hours specified in the "Terms and Conditions for Securities Trading via the Internet and TelefonB@nking at a Glance". Information on the current service hours for OnlineB@nking is also available on the Bank's website at www.bankaustria.at or upon request at any of the Bank's branches.

Instructions issued in this way will be submitted on the same day until 10 minutes before the end of the service hours, taking the trading hours of the relevant exchange into account.

In this way, purchase and sale orders for individual securities positions can be placed on a same-day basis (intraday trading) in OnlineB@nking.

The customer is provided with customer information documents (Key Information Documents – KID) as defined in the Austrian Investment Fund Act (Investmentfondsgesetz), which can be accessed electronically in the OnlineB@nking portal (access via online.bankaustria.at / Financial Markets & Analysis / Securities finder / entering the fund ISIN / clicking the name of the fund in the results line in order to arrive at the details page and clicking the "KID button" on the details page).

The sale of blocked securities that are held in the specified safe-custody account(s) is not possible in OnlineB@nking.

Other orders for safe-custody accounts are not permitted via OnlineB@nking. In particular, it is therefore not permitted to place orders via OnlineB@nking for the transfer of securities to another safe-custody account, for the deposit and delivery of securities, for the closing of current accounts or safe-custody accounts, or for orders related to capital measures other than those specified above.

The Bank will provide the customer with legally binding confirmation of the execution of the orders placed and the settlement note in writing via the agreed method for sending account correspondence. Therefore, an electronic order confirmation is only considered confirmation of the Bank's acceptance of the order for processing but not confirmation of execution or settlement.

Placing a purchase order via OnlineB@nking is only permitted if the settlement account selected for the

purchase order has the necessary cover (credit balance or agreed overdraft facility) for the execution of the order.

The customer is responsible for obtaining information on the trading hours at the time the order is placed and on standard practices of the relevant exchange. The Bank assumes no liability for damage or losses sustained by customers because their order does not comply with the trading practices of the desired exchange.

3 LIEN

The securities posted to the safe-custody account(s) specified for OnlineB@nking are subject to the lien defined in Section 49 ff. of the General Terms and Conditions of UniCredit Bank Austria AG for all receivables to which the Bank is entitled in connection with the respective settlement accounts. If the market values of the securities held in the specified safe-custody account(s) fall to a level which no longer covers an outstanding balance in the associated settlement account(s), the customer shall be obligated to either provide the Bank with additional securities of sufficient value that are accepted by the Bank as collateral or to cover the outstanding amount so that sufficient collateralisation is once again restored within the period of time defined by the Bank. Cover assets that are not required in connection with this lien shall remain at the disposal of the customer with the approval of the Bank and as agreed with the responsible relationship manager. The Bank expressly reserves the right to block assets in connection with this lien to the extent this is necessary in order to secure receivables arising from management of the safe-custody account or from the business relationship in general. The Bank is entitled to sell in part or in full the securities that are either subject to a lien or blocked in the safe-custody account in accordance with the General Terms and Conditions of UniCredit Bank Austria AG in the event that the additional collateral or cover mentioned above is not provided or if a receivable arising from the business relationship (in particular from management of the safe-custody account) that has been claimed by the Bank is not settled in due time.