

PRICING SUPPLEMENT

Bank Austria Aktiengesellschaft

**€20,000,000,000 Euro Medium Term Note Programme
for the issue of Notes**

due from one month to 40 years from the date of issue

Series No.: 161

EUR 63,000,000 5.80 per cent. Subordinated Notes due 2021

Issue Price: 99.88 per cent. (Tranche 1)

Issue Price: 99.73 per cent. (Tranche 2)

The date of this Pricing Supplement is 27 December 2001

Pricing Supplement dated 27 December, 2001

Bank Austria Aktiengesellschaft

Issue of EUR 63,000,000 5.80 per cent. Subordinated Notes due 2021

under the € 20,000,000,000

Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 18th June, 2001. This Pricing Supplement must be read in conjunction with this Information Memorandum.

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| 1. | Issuer: | Bank Austria Aktiengesellschaft |
| 2. | Series Number: | 161 |
| 3. | Specified Currency or Currencies: | Euro ("EUR") |
| 4. | Aggregate Nominal Amount: | |
| | Series | EUR 63,000,000 |
| 5. | (i) Issue Price Tranche 1: | 99.88 per cent. of the Aggregate Nominal Amount of EUR 60,000,000 |
| | (ii) Issue Price Tranche 2: | 99.73 per cent. of the Aggregate Nominal Amount of EUR 3,000,000 |
| | (iii) Net proceeds Tranche 1: | EUR 59,928,000 |
| | (iv) Net proceeds Tranche 2: | EUR 2,991,900 |
| 6. | Specified Denominations: | EUR 100,000 |
| 7. | Issue Date: | 27 th December, 2001 |
| 8. | Maturity Date: | 27 th December, 2021 |
| 9. | Interest Basis: | Fixed Rate
(further particulars specified below) |

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| 10. Redemption/Payment Basis: | Redemption at par |
| 11. Change of Interest or Redemption/Payment Basis: | Not Applicable |
| 12. Put/Call Options: | Not Applicable |
| 13. Status of Notes: | <p>Subordinated. The Notes and Coupons are direct, unconditional and unsecured obligations of the Issuer and rank pari passu without any preference among themselves and at least equally with all other present and future subordinated obligations of the Issuer. In the event of the liquidation or bankruptcy (<i>Abwicklung oder Konkurs</i>) of the Issuer, payments in respect of principal of, and interest and any additional amounts payable on, the Notes will be subordinated to the prior payment in full of the deposit liabilities of the Issuer and all other liabilities of the Issuer, except those liabilities which by their terms rank equally with or are subordinated to the Notes.</p> <p>The Issuer shall not be entitled to withhold any payment in respect of the principal of, and interest and any additional amounts payable on, any of the Notes and Coupons on the grounds of set-off against any amount owed to it by the holder nor shall any Noteholder or Couponholder be entitled to exercise or claim any right of set-off in respect of any amount owed by it to the Issuer against any amount in respect of the principal of, and interest and any additional amounts payable on, the Notes owed to it by the Issuer.</p> |
| 14. Listing: | Luxembourg |

15. Method of distribution: Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Note Provisions** Applicable
- (i) Rate of Interest: 5.80 per cent. per annum payable annually in arrear on an Act/Act ISMA basis, unadjusted
 - (ii) Interest Payment Date(s): 27 December in each year, commencing 27 December 2002 up to and including Maturity Date
 - (iii) Fixed Coupon Amount: EUR 5,800 per EUR 100,000 in Nominal Amount
 - (iv) Broken Amount(s): Not Applicable
 - (v) Day Count Fraction Act/Act ISMA
 - (vi) Determination Date(s) Not Applicable
 - (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: Not Applicable
17. **Floating Rate Note Provisions** Not Applicable
18. **Zero Coupon Note Provision** Not Applicable
19. **Index-Linked Interest Note Provisions** Not Applicable
20. **Dual Currency Note Provisions** Not Applicable

PROVISIONS RELATING TO REDEMPTION

21. **Issuer Call** Not Applicable
22. **Investor Put** Not Applicable
23. **Final Redemption Amount** Par

**24. Issuer's Optional Redemption
(for Tax Reasons)**

Condition 4(b) shall not apply to the Notes.

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any interest payment date on giving at least 5 years notice in accordance with Condition 12, at the principal amount thereof, together with interest accrued to the date fixed for redemption, if (i) the Issuer on the occasion of the next payment in respect of the Notes has or will become obliged to pay additional amounts as provided or referred to in Condition 6 as a result of any change in, or amendment in, the laws or regulations of the Republic of Austria or any subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that (x) no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were to be then due and (y) the notice period shall be 90 days only (instead of five years) if the Issuer shall, prior to the redemption of the Notes pursuant to this paragraph, have raised capital at least in the redemption amount (or the Austrian currency equivalent thereof from time to time issued, as the case may be, in the Austrian currency or its equivalent value in any other freely convertible currency and

of at least equal own funds quality) as defined in Section 23 (8) of the Austrian Banking Act (*Bankwesengesetz*).

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Agent a certificate signed by two members of the Board of Management of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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| 25. Form of Notes: | <p>Bearer Notes:</p> <p>Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.</p> |
| 26. Additional Financial Centre(s) or other special provisions relating to Payment Dates: | TARGET |
| 27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | Not Applicable |

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| 28. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 29. | Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: | Not Applicable |
| 30. | Redenomination, renominatisation and reconventioning provisions: | Not Applicable |
| 31. | Consolidation provisions: | Not Applicable |
| 32. | Other terms or special conditions: | see Annex |

DISTRIBUTION

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| 33. | (i) If syndicated, names of Managers: | Not Applicable |
| | (ii) Stabilising Manager: | Not Applicable |
| 34. | If non-syndicated, name of Dealer: | Bayerische Hypo- und Vereinsbank AG |
| 35. | Additional selling restrictions: | Not Applicable |

OPERATIONAL INFORMATION

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| 36. | ISIN Code: | XS014060839-8 |
| 37. | Common Code | 14060839 |
| 38. | Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant | German Securities Code: 827 002 |

	identification number(s):	
39.	Delivery:	Delivery against payment
40.	Additional Paying Agent(s) (if any):	Not Applicable
41.	If Paris listed, insert:	Not Applicable
	(i) the number of Notes to be issued in each specified denomination:	Not Applicable
	(ii) Sicovam number:	Not Applicable
	(iii) Paying Agent in France:	Not Applicable
	(iv) (a) address in Paris where relevant documents will be available for inspection:	Not Applicable
	(b) list of documents available for inspection:	Not Applicable
	(v) specialist market participant:	Not Applicable
	(vi) brief summary in French of the main characteristics of the Notes:	Not Applicable
	(vii) responsibility statement:	Not Applicable
42.	Enforcement of Rights in the Event of Default:	<p>The rights of the Noteholders under the provisions of Condition 7 are amended so that if an Event of Default shall occur and be continuing any Noteholder may, at his option, by any notice to the Issuer through the Agent, take only the following steps:</p> <p>(i) In an event as contemplated in subparagraph (ii) of Condition 7, institute judicial proceedings against the Issuer as it may think fit to enforce the</p>

performance or observance by the Issuer of any covenant, condition or provision contained in the Notes or the Agency Agreement; or

- (ii) In any event contemplated in sub-paragraph (i) or (iii) of Condition 7 inform the Federal Minister of Finance of the happening of such event and request that he applies to the competent court in Vienna for the commencement of bankruptcy proceedings against the issuer subject to the statutory requirement that such court declares that the Issuer has become insolvent, and only if such declaration is made shall the Notes become due and repayable as hereinafter described; or
- (iii) If bankruptcy proceedings are commenced in such court against the Issuer (on the application of any person other than a Noteholder acting solely in such capacity), file and application in such court demanding repayment of all principal amounts due under the Notes together with accrued interest and any additional amounts.

If the competent Austrian court declares the Issuer insolvent, all claims due to the Noteholders and/ or to the Couponholders by the Issuer of principal and/ or interest and any additional amounts shall be considered due and payable according to paragraph 14 of the

“*Konkursordnung*” (Bankruptcy Act) in Austrian currency on the date such insolvency is published by judicial notice, converted at the rate of exchange applicable on the day preceding such date for the purchase with Austrian currency in Vienna of the amounts due.

If bankruptcy proceedings are commenced against the Issuer, the Notes will cease to bear interest from the date on which notice of such insolvency is published and all unmatured Coupons will thereupon become void and no payment shall be made in respect thereof.

The Noteholders and/ or Couponholders will be represented in any judicial action or bankruptcy proceedings instituted in Austria against the Issuer by an attorney (*Curator*) appointed by and responsible to the Commercial Court of Vienna under the statute of 27 th April, 1847, Imperial Legislation Gazette n. 49. Such Curator will be obliged to take any action and make any declarations required to the effect that the Noteholders and Couponholders will in the event of liquidation or bankruptcy (*Abwicklung oder Konkurs*) only receive payments after the claims of depositors and all other unsubordinated creditors of the Issuer shall have been satisfied.

43. Governing Law:

Condition 15 (a) shall apply to the Notes and the Coupons save that the subordination and waiver of rights of set-off provisions set out under item 13 above are governed by, and shall be construed in accordance with,

Austrian law.

LISTING APPLICATION

This Pricing Supplement, dated 27th December 2001, comprises the details required to list the issue of Notes described herein pursuant to the listing of the € 20,000,000,000 Euro Medium Term Note Programme of Bank Austria Aktiengesellschaft.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By:

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Duly authorised

Annex

The Austrian Ministry of Justice has recently launched an initiative to establish an *Ombudsstelle* for out-of-court mediation proceedings for certain groups of claims a customer (when acting as a consumer) may have against a bank in Austria. This *Ombudsstelle* should in particular deal with cases in which - according to allegations by Austrian consumer protection associations and the Ministry of Justice (which is also responsible for consumer protection affairs) - consumers may be entitled to claims arising from interest and/or fees paid in excess of what would have been deemed appropriate according to applicable consumer protection provisions. Whether and to what extent such claims are justified depends on various legal issues which to date have not been solved by the courts. Hence it is not possible to give any reasonable estimate as to the extent that such claims may lead to repayments to consumers by Austrian banks. This holds true also for Bank Austria Group. As most other Austrian banks, Bank Austria has for the last few years been repeatedly confronted with such claims by individual customers. Bank Austria has adopted a policy to discuss and review individual claims and to seek a mutually acceptable solution for each respective customer. Neither the number of such requests nor the amounts involved has increased significantly lately. Such *Ombudsstelle*, details of which are presently discussed between the Austrian Banking Industry and the Ministry of Justice, will likely to be modelled after similar institutions in other EU and OECD countries.

