
CSD.Austria

General Terms and Conditions

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This English version of the German authentic text is for information purposes only.

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Definitions

The following terms listed in German alphabetical order (of the German authentic notions) are defined in the right column:

Claim	Contractual claim to a security
Right (AR)	The claim to the Physical Delivery or Book Entry Delivery of Securities, but not directed against CSD.Austria, as long as the Securities have not been created, delivered or entered into the books..
Book Entry Withdrawal	The procedure by which a Security is taken out of custody by a book entry withdrawal on a Securities Account or from a Custodian acting on behalf of CSD.Austria.
Internal Instruction	Transfer of a securities position to another CSD.Austria Securities Account/receipt of a securities position from another CSD.Austria Securities Account.
External Instruction	Transfer of a securities position held by CSD.Austria at another Custodian to a Securities Account managed by that Custodian or in favour of a Securities Account managed by a Custodian of that Custodian/ Receipt of a securities position held by CSD.Austria at another Custodian to a Securities Account managed by that Custodian or in favour of a Securities Account managed by a Custodian of that Custodian.
Instruction Submission Deliver Free (DF) / Receive Free (RF)	The settlement of a securities deal without guaranteeing that the transfer of Securities takes place versus simultaneous payment of an agreed cash counter-value.
Instruction Submission Deliver versus Payment (DVP) / Receive versus Payment (RVP)	The settlement of a securities deal in such a manner as guarantees that the transfer of Securities only takes place versus simultaneous payment of the agreed cash counter-value.
Physical Withdrawal	The procedure by which a Security is withdrawn from custody of CSD.Austria by physical removal from CSD.Austria or from custody with a Custodian.

Central Securities Depository Austria (CSD.Austria)	Oesterreichische Kontrollbank Aktiengesellschaft, with its registered office in Vienna, which is entrusted pursuant to Section 1 para 3 Securities Deposit Act as a credit institution with the services of a central securities depository.
CCP.A Clearing Rules	Clearing Rules for settlement of transactions concluded on the Vienna Stock Exchange via CCP Austria.
Dematerialised Securities	Securities that are created by a Book Entry into the relevant Securities register in accordance with applicable law.
Securities Account	A securities account maintained by CSD.Austria on which Securities are booked.
Securities Account Holder	Physical or legal person, or partnership under Austrian or foreign law who is the owner of a Securities Account and of a Cash Account with OeKB (as referred to under Central Securities Depository).
Book Entry Delivery	The procedure by which Securities are delivered by book entry into a Securities Account or with a Custodian acting on behalf of CSD.Austria.
Physical Delivery	The procedure by which Securities are physically deposited into custody with CSD.Austria or a Custodian.
Ex Date	The date on which the trading recognises in accordance with its rules the distribution of proceeds or other price-sensitive measure by the issuer be it corporate or in accordance with the respective terms and conditions.
Business Day	A day on which CSD.Austria is open for business for transactions of Securities Account Holders.
Collective Clearing Custody (GS)	Collective safekeeping of securities of the same category by CSD.Austria or one of its Custodians making no distinction between individual Securities Account holders. Disposal over the Securities is possible via instruction.

ISIN (International Securities Identification Number)	The code for identifying a security which is assigned by the International Standardisation Organisation (ISO). Oesterreichische Kontrollbank Aktiengesellschaft is the authority that issues Securities identification codes in Austria according to ISO Standard 6166.
Category	All Securities having the same ISIN.
Custodian	A custodian of Securities with whom CSD.Austria has made a safekeeping agreement (second-tier-Custodian).
Matching	A check to see if the partners to a transaction have placed corresponding instructions.
Co-ownership	Joint ownership of all depositories of Securities of the same category where the respective share is defined by the nominal value, or if it does not exist, by the number of Securities.
Record Date	A day that in certain legal systems is relevant for ascertaining entitlement/obligation to credits and debits associated with a corporate action as well as to income payouts.
Global Certificate	A Security representing pursuant to its conditions fungible Securities of the same category for an indefinite period of time.
Individual Custody	Safekeeping of Securities - of a securities account holder at CSD.Austria or one of its Custodians - separately from securities of the same or other categories.
Value Date	The date on which a Securities transaction or measure relating to a Security must be completed or executed.
Securities	Documents embodying under private law title to rights in such a manner that exercise of such rights requires holding of the documents. For the purposes of these GTC the following shall also be considered Securities: entries in the federal register of debts (Bundesschuldbuch) and comparable entries abroad as well as Dematerialised Securities and comparable entries, in each case as provided by applicable law.

Fiduciary Collective Custody (WR)	Administration of claims to securities.
Securities administration	Covers handling of income and corporate actions
Temporary Global Certificate:	A Security representing pursuant to its conditions for a limited period of time fungible Securities (of the same category and at the same conditions).

The GTC are specified by Oesterreichische Kontrollbank Aktiengesellschaft (OeKB) in its capacity as central securities depository.

Section 1 Scope of Application of the GTC

- (1) The GTC will apply to the entire business relationship of a Securities Account Holder with CSD.Austria. The GTC are made available to the Securities Account Holder at the beginning of the business relationship.
- (2) Securities Account Holders will be notified of any changes to the GTC and the time when such changes take effect. The current version of the GTC (including the annexes) is available on the Internet at www.oekb.at.
- (3) Cash Accounts held with OeKB will be governed by the General Terms and Conditions of Oesterreichische Kontrollbank Aktiengesellschaft, as amended ("Cash Accounts").
- (4) For the settlement of transactions of Securities concluded on the Vienna Stock Exchange the Clearing Rules of CCP.A as amended are applicable.

Section 2 Securities Account Holders

Securities Account Holder may be anyone as agreed with CSD.Austria: credit institutions, recognised investment firms, members of domestic stock exchanges, foreign Central Securities Depositories and Securities clearing institutions. CSD.Austria may also accept other legal or physical persons and partnerships as owners of Securities Accounts.

Each Securities Account Holder is at minimum obliged to hold a Euro Cash Account at CSD.Austria. If required OeKB will open additional Cash Accounts in foreign currencies for Securities Account holders..

Section 3 Opening Securities Accounts

- (1) Applications for opening Securities Accounts as well as master data relating to Securities Accounts must be submitted by using the forms according to Annex N to CSD.Austria. All information contained in the form mentioned in Annex N will be stored by CSD.Austria as Securities Account master data.
- (2) CSD.Austria must be informed of amendments to Securities Account master data if these cannot be made by the Securities Account Holder himself.

- (3) CSD.Austria reserves the right to request further documents and information from the applicant and to make inquiries of the competent authorities as it deems appropriate.

Section 4 Closing of Securities Accounts, Periods of Notice

- (1) Securities Account Holders and CSD.Austria may terminate the Securities Account relationship by post, fax or SWIFT observing a notice period of three months from the last day of the current month.
- (2) In case of a material breach of contract the Securities Account Holder and CSD.Austria will have the right to terminate the Securities Account relationship with immediate effect at any time. CSD.Austria may deem a material breach of contract the violation by the Securities Account Holder of any of the provisions of these GTC.
- (3) After the termination of the business relationship the GTC will apply to the settlement of any open transactions on the Securities Account/Cash Account. During the period of cancellation CSD.Austria serves the right to accept only those instructions placed by the Securities Account Holder that serve to close all positions in the Securities Account and /or Cash Account.
- (4) After notice has been given to terminate the business relationship CSD.Austria shall have the right to determine the point of time when the communication between the Securities Account Holder and CSD.Austria via electronic data lines will be ended.

Section 5 Objects of Custody and Administration

- (1) CSD.Austria will hold in custody and will administrate the following Securities:
- a) Physical Securities
 - these are
 - Individual Certificates or
 - Global Certificates (in all forms available)
 - b) Dematerialised Securities
 - c) Entries into the federal register of debts (Bundesschuldbuch) and comparable foreign entries
- (2) CSD.Austria will be responsible for the administration of claims and rights in the meaning of Section 6 para 4 and 5.

- (3) CSD.Austria shall determine in particular which objects will be admitted for safekeeping and administration. CSD.Austria reserves the right to discontinue to recognise an object as admissible for safekeeping and administration. Safekeeping account holders are bound to issue instructions for withdrawal to the CSD.Austria within 90 business days after the announcement of the discontinuation of recognition in accordance with Section 8 para 1 b) or c) GTC. In the contrary case CSD.Austria is considered to be authorized as plenipotentiary to have a safekeeping and cash account opened at an appropriate institution at the customary conditions in the name and at the expense of the Securities Account owner and to arrange for the transfer of the securities to said Securities Account.
- (4) CSD.Austria decides which securities are eligible for safekeeping in Collective Clearing Custody. Securities which CSD.Austria has refused as eligible for safekeeping in Collective Clearing Custody will be, at the discretion of CSD.Austria, either held in Individual Custody (ST) or in Fiduciary Collective Custody (WR).

Section 6 Type of Safekeeping and Book Entry into Securities Accounts

- (1) Securities of the same category which CSD.Austria itself or a Custodian does not hold in custody on separate Securities Accounts by Securities Account Holders are co-owned if represented by certificates will be kept in Collective Clearing Custody and will be booked on the Securities Accounts as held in GS (Section 1 para 3 as well as Section 4 para 1 Securities Deposit Act).
- (2) Securities of a safekeeping account holder pursuant to Section 5 para 1 subpara a) GTC of the same category that are kept by CSD.Austria itself or a Custodian separately from securities of the same and other categories will be booked on the Securities Accounts as held in Individual Custody Accounts (ST) (Section 2 para 1 Securities Deposit Act).
- (3) Securities of the same category that are held in custody for CSD.Austria by a Custodian appointed by CSD.Austria (see Annex B, first column: "Custodian") will be booked either as held in Collective Clearing Custody (GS), held in Individual Securities Accounts (ST) or held in Fiduciary Collective Custody (WR) (see next para).
- (4) Claims on Securities are booked on the Securities Accounts as held on a trust basis (WR).
- (5) Rights (AR) to Securities are booked on the Securities Accounts as rights to the delivery of Securities.
- (6) Booking as Collective Clearing Custody (GS) means in the case of Securities represented by certificates Co-ownership in the Collective Clearing Custody holdings on a Securities Account maintained by CSD.Austria or in the custody holdings of Securities of the same category which CSD.Austria holds with a Custodian.

- (7) Booking as Individual Custody (ST) means ownership of specific Securities in a given ISIN by the Securities Account Owner.
- (8) Booking as Fiduciary Collective Custody (WR) is carried out when it is per definition not possible to book as Collective Clearing Custody (GS).
- (9) Booking as a Right (AR) means a claim to the Physical Delivery or Book Entry Delivery of Securities, but not towards CSD.Austria, and, if applicable, to the creation and Physical Delivery or Book Entry Delivery of Securities as long as the Securities have not been created, delivered or entered into the books.

Section 7 Delivery, Co-ownership

Objects that may be held in custody and administrated pursuant to Section 5 GTC may be delivered to CSD.Austria or to a Custodian of CSD.Austria for credit to a Securities Account maintained by CSD.Austria if such Custodian is authorised to hold in custody and to administrate such objects and is subject to regulatory supervision. (see Annex B "Custodian")

- (1) It is market practice of European CSD's to hold Securities with a CSD/Custodian in the country in which the issuer of the Securities has its registered office.
- (2) The delivery of physical Securities to CSD.Austria and their examination will be governed by the terms in Annex C as published from time to time by CSD.Austria.

The deliverer will be obliged to exercise the diligence of a prudent businessman and will have to determine whether the physical Securities delivered are genuine and have been handed over by a person authorised to do so.

The deliverers of Securities are Securities Account Holders with CSD.Austria and any firms recognised by CSD.Austria as deliverers.

- (3) To the extent otherwise stipulated by their conditions, Global Certificates and Temporary Global Certificates already held in custody by CSD.Austria can be delivered by issuing instructions to CSD.Austria to increase the nominal amount or the number of Securities of the global Security already held (IGC).
- (4) The respective terms and conditions of Custodians will apply to deliveries to the Securities Accounts maintained by CSD.Austria. Deliveries may be made by Physical Delivery or by Book Entry Delivery by an External Receive Free of Payment (ERF) transfer from another securities account to the securities account of CSD.Austria. External Receive versus Payment (ERVP) instructions are possible at Custodians respectively marked in Annex B (Column: "Types of Instructions").
- (5) Delivery of objects eligible for safekeeping and administration pursuant to Section 5 GTC will be credited to the Securities Account named at the time of delivery.

- (6) Co-ownership begins for Securities held in Collective Clearing Custody
 - a) in the case of Securities delivered to CSD.Austria when CSD.Austria takes the Securities into Collective Custody Clearing, or
 - b) in the case of Securities kept by a Custodian, at the latest when CSD.Austria has credited these Securities to one or more Securities Accounts (Section 5 para 1 Securities Deposit Act).
- (7) Co-ownership in the Securities held in Collective Clearing Custody accounts terminates
 - a) in the case of Securities kept by CSD.Austria when CSD.Austria withdraws them from Collective Clearing Custody or when the type of custody is changed to ST, and
 - b) in the case of Securities kept by a Custodian when the type of custody is changed to WR or ST or, at the latest, when CSD.Austria debits one or more Securities Account(s).

Section 8 Instructions Relating to Credit Balances; Physical Withdrawal; Settlement Finality

- (1) Securities Account Holders may dispose of credits on their Securities Accounts and Cash Accounts by giving instructions
 - a) Internal Deliver Free (IDF) or Internal Deliver versus Payment (IDVP) to transfer credit balances to another Securities Account;
 - b) External Deliver Free (EDF) to transfer credit balances in securities held by CSD.Austria with a Custodian on their Securities Account to a Securities Account maintained by that Custodian. At the Custodians specified in Annex B (column: Instruction Types) deliveries using External Deliver versus Payment (ERVP) are also possible;
 - c) for the Physical Withdrawal of Securities at the Securities desk operated by CSD.Austria in accordance with the terms stated in Annex C or at a Custodian in accordance with its terms of business under the condition that CSD.Austria or the Custodian keeps and delivers Securities of this category;
 - d) Decrease Global Certificate (DGC) to reduce the nominal amount or the number of Securities already held by CSD.Austria in the form of Global Certificates or of Temporary Global Certificates to the extent permitted by their respective conditions;
 - e) Receive versus Payment (RVP) to transfer cash credit balances.
 - f) Realignment (REAL) to have securities held with a different Custodian, in so far as the CSD.Austria's custody contract with the Custodian includes such securities.

- (2) Securities Account Holders shall give instructions to CSD.Austria using CSD.Austria's settlement system (see Annex I "Direct Settlement Advanced").

Book entries resulting from transactions concluded on the Vienna Stock Exchange are made in accordance with the Clearing Rules of CCP.A.

Book entries for the completion of trades on Securities exchanges for which OeKB has assumed the function of a General Clearer and provides settlement services to Securities Account Holders are made in accordance with the provisions of the respective "Clearing and Settlement Agreement" entered into by OeKB and the Securities Account Holder.

- (3) In the cases listed in Annex B (Column: "Preadvice") the Securities Account Holder may issue a preadvice prior to issuing the instruction itself. Such preadvices do not constitute instructions.
- (4) Instructions and Preadvices are given as soon as they are received by CSD.Austria during business hours (Annex A).
- (5) a) Instructions and Preadvices may be cancelled
- (i) by unilateral cancellation by the Securities Account Holder in cases in which the counterparty has not placed the corresponding instruction or preadvice and where the instruction has not yet been executed, and
 - (ii) by cancellation by both Securities Account Holders in the cases specified in Annex B (Column: "Matching Requirements") in which the counterparty has placed a corresponding instruction or preadvice as soon as instruction has been matched against instruction, preadvice against preadvice or instruction against preadvice but the transaction has not yet been executed. This regulation also extends, for example, to instructions and pre-advices submitted erroneously.
- b) As of the beginning of the day of instruction execution, instructions will have been placed in the meaning of the Act on Settlement Finality in Payment and Securities Settlement Systems. As of this time
- (i) instructions of counterparties pursuant to subpara a) may be cancelled, however,
 - (ii) the instructions will be irrevocable towards third parties in the meaning of the Act on Settlement Finality in Payment and Securities Settlement Systems.
- (6) Prior to executing instructions, CSD.Austria will check if the following requirements are met:
- a) the earliest point in time specified by the Securities Account Holder for processing the instruction is reached ;
 - b) in the cases listed in Annex B (Column: "Matching Requirements "), whether the counterparty has placed a corresponding instruction;
 - c) the Securities Account to be debited has a sufficient credit balance to cover the transaction;

- d) in the case of RVP instructions, it has been ascertained that the cash amount required for the delivery of the Securities is available to the deliverer;
 - e) in the case of transfers pursuant to para 1 subpara b) and Physical Withdrawals from a Custodian pursuant to para 1 subpara c), the Custodian issued a confirmation on the execution of the instructions placed by CSD.Austria.
- (7)** a) During the time when CSD.Austria is checking the requirements stated in para 6 and, in case of a positive outcome, until the end of the subsequent execution of the instruction, CSD.Austria will ensure that no one may dispose again of the credit balance on the Securities Account. This may be done either
- (i) by adding a notice that the Securities Account from which a transfer is being made is blocked, or
 - (ii) by conducting a conditional transfer of the credit balance on the Securities Account on which a transfer is being made to a securities account from the Custodian of the counterparty, or
 - (iii) by transferring the credit balance on the Securities Account (from which a transfer has been made) to a settlement Securities Account.
- b) As soon as the payment or any other condition imposed on the execution of the instruction has been fulfilled, in case of (i) CSD.Austria will debit the Securities Account from which a transfer is being made. In case of (ii) CSD.Austria will convert a conditional transfer into an unconditional transfer. In case of (iii) CSD.Austria will debit the settlement Securities Account and execute the transfer of the securities balance.
- (8)** If the outcome of the check pursuant to para 6 is positive, CSD.Austria will execute the instruction and confirm this to the Securities Account Holder using the means of communication stated in Annex B (Column: "Means of Communication") that was used to place the instruction.
- (9)** If one of the requirements for the execution of an instruction pursuant to para 6 subparas c), d) or e) has not been met, CSD.Austria shall not execute the instruction. It will continue to check the requirements pursuant to para 6, unless the instruction has been cancelled pursuant to para 5 subpara a), until the instruction is executed pursuant to para 8 or until the expiration of the period of validity of the instruction pursuant to Annex B (Column: "Period of Validity of Instruction").
- (10)** In case the Securities Account does not have a sufficient credit balance to cover all the transactions CSD.Austria will decide which of several instructions of a Securities Account Holder for the same category of Securities will be executed.

Instructions will be executed in full; there will be no partial execution.

- (11)** In case an IDVP instruction pursuant to para 1 subpara a) or an IRVP instruction pursuant to para 1 subpara e) is not executed in accordance with para 9 and its period of validity pursuant

to Annex B has not yet expired (Column: "Period of Validity of Instruction") by the end of the Business Day, CSD.Austria will charge interest on arrears pursuant to Annex B for every such Business Day (Column: "Lump Sum Interest on Arrears"). The interest on arrears will be debited on behalf of the other counterparty to the account of the counterparty on whose side the requirements of para 6 subpara c) or d) have not been met and credited to the Cash Account of said other counterparty.

Section 9 Removal of Blocks on Transfers

Blocks on transfers pursuant to Section 8 para 7 subpara a) GTC with respect to the Securities held in custody by CSD.Austria will be moved by the end of business hours (Annex A) of the agreed day of execution until the beginning of business on the next Business Day at which time the instruction execution pursuant to Section 8 para 7 subpara b) GTC will be continued.

Section 10 General Services in the Administration of Securities

(1) Information forwarded by CSD.Austria

CSD.Austria forwards certain information pertaining to the Securities kept and administrated for the attention of the Securities Account Holders with holdings in the relevant securities, insofar as such information has been advised to CSD.Austria or is published in the official gazette (Wiener Zeitung) or is published by legal requirement on the internet. CSD.Austria does not take into account any other information published that does not fall within this scope.

Information to be forwarded concerns, for example, income payouts such as interest and dividend payments, redemptions, corporate actions that affect every holder of the security concerned, such as splits and capital decreases and corporate actions, in which participation is optional for the holders of the securities such as the exercise of subscription rights, and cash /exchange offers as well as "class actions".

In the case of convertible bonds, warrants, certificates and other structured products the only such information forwarded to Securities Accounts holders will be concerning the maturity date.

CSD.Austria neither verifies the completeness or accuracy of information to be forwarded nor does it translate such information into other languages.

(2) Procedure for forwarding information

CSD.Austria will convey to the Securities Account Holders with holdings in the relevant securities within 24 hours after receiving information pursuant to para 1 relating to balances on Securities Accounts through the system according to Annex D, in the form of non-binding advance information.

CSD.Austria shall not be liable for damages resulting from incomplete, incorrect or delayed transmission of information.

For all corporate actions which require instructions in order to be able to participate according to Section 12 para 3 GTC these information will be forwarded to the Securities Account Holder via the system, according to Annex D, usually at the beginning of business of the day before the deadline mentioned in Section 10 para 3 as well as on the last day of that deadline.

(3) Deadlines for giving instructions to CSD.Austria

CSD.Austria will inform the Securities Account Holders together with the Information on an event pursuant to para 1, of the time when the Securities Account Holder must give instructions to CSD.Austria pursuant to Section 12 para 3 or Section 13 para 1 of the GTC.

Any disadvantages resulting from instructions not placed on time shall be borne by the Securities Account Holders.

Section 11 Income

(1) Redemption upon maturity

In case of Securities kept by CSD.Austria itself, CSD.Austria will redeem such Securities upon maturity according to the procedure described in Annex K unless the Securities Account Holder has issued instructions not to redeem the Securities. If on the maturity date such matured Securities cannot be redeemed or cannot be redeemed in full CSD.Austria will attempt to effect redemption for three consecutive Business Days.

In case of Securities held by CSD.Austria with a Custodian, CSD.Austria will be entitled towards the Custodian to the redemption of the Securities upon maturity and the crediting of the amounts due.

(2) Instructions not to redeem Securities at maturity

Instructions not to redeem a certain amount of Securities of a certain Category at maturity have to be submitted to CSD.Austria by Securities Account Holders according to the procedure and at the cut-off-time mentioned in Annex E. All Securities not redeemed by CSD.Austria on the basis of the corresponding instructions are subsequently treated in the same manner as those Securities of the same Category that were redeemed and are considered by CSD.Austria to have been redeemed.

(3) Credits the amounts due

The Transfer of all amounts received by means of redemption according to para 1 is made to the Securities Account Holders in proportion to the credit balances booked on the Securities Account at the beginning of business on the corresponding Ex date/or as appropriate at close of day on the corresponding Record Date taking into account such instructions received as dealt with in para 2.

These amounts will be transferred to the Securities Account Holders in direct proportion to these credit balances even if the amount received in the process of redemption is not equal to the amount due.

CSD.Austria arranges for the amounts to be credited to the Cash Account of the Securities Account Holder. A transfer of funds to a cash account held with another bank will be made only insofar as the Securities Account holder has issued a corresponding instruction according to the procedure laid out in Annex E.

OeKB will enter the credit on the Cash Accounts maintained by OeKB at the earliest at the times specified in Annex F, provided that the amounts falling due to CSD.Austria are confirmed to CSD.Austria the latest by the times stated in Annex F.

In all cases the booking of a credit will be effected after the effective receipt of the cash amount in favour of OeKB.

(4) Currency conversion

CSD.Austria arranges for income amounts to be credited in Euro. In the event that CSD.Austria receives an amount from a paying agent or a Custodian in a different currency, CSD.Austria arranges for the conversion into Euro, provided that the Securities Account Holder has not issued an instruction to the contrary pursuant to Annex E.

(5) Withholding tax

Insofar as considered administrable by CSD.Austria and if respective arrangements have been made with Custodians or tax representatives of CSD.Austria it will be possible for a Securities Account Holder to have income earned on Securities taxed at applicable reduced withholding tax rate. The Securities Account Holders have to give instructions according to the procedure and at the cut-off-times mentioned in Annex E to allocate credits according to the withholding tax rates on their Securities Accounts.

CSD.Austria will order the redemption of Securities in accordance with the allocation instructions by the Securities Account Holder. CSD.Austria will not be liable for withholding taxes retained by a Custodian or a tax representative contrary to allocation instructions.

(6) Corporate action confirmations (cash payments)

For each credit balance on a Securities Account at the beginning of business on the corresponding Ex date, or, as appropriate, at close of day on the corresponding Record Date, CSD.Austria will prepare a confirmation on the basis of the amount credited to a cash account of OeKB for each Security redeemed. If the custodian confirms the transfer order of the cash amount in favour of CSD.Austria at the time mentioned in Annex F at the latest the corporate action (cash payment) confirmation will be generated on the same day, otherwise the confirmation will be generated on the following Business Day. The confirmations will be made available to CSD.Austria Securities Account Holders via the means of communication stated in Annex G.

(7) Compensations

Income earned on Securities for which an instruction has been placed prior to the Ex date pursuant to Section 8 para 1 subpara a) GTC and which is executed on Ex date or thereafter will be settled at the time of execution of the instruction if the Value Date of the income is prior to or on the date of execution of the instruction in accordance with Section 8 para 8 GTC. If the Value Date of the income is later than the date of execution of the instruction, in accordance with Section 8 para 8 GTC, the income will be settled according to the differences in holdings resulting from these trades.

Income on Securities held in a Securities Account for which an instruction was placed prior to the Ex date/Record Date pursuant to Section 8 para 1 subpara b) GTC and which is executed on Ex date/record date or afterwards, will, if compensated by the custodian, also be compensated by CSD.Austria.

Section 12 Corporate Actions

(1) Administrative measures relating to Securities

CSD.Austria will carry out administrative measures relating to corporate actions for Securities held by CSD.Austria itself (e.g. performing a Book Entry Delivery or a Book Entry Receipt of subscription rights, or a book entry of bonus shares).

In case of Securities held in custody at a Custodian, CSD.Austria has the right to ask the Custodian to take all measures, such as are offered by the Custodian involved, required in connection with corporate actions.

(2) Credits and debits on Securities Accounts and Cash Accounts in the case of corporate actions affecting all holders of the securities (mandatory corporate actions)

In case of Securities that CSD.Austria holds itself, CSD.Austria will carry out any credits and debits on Securities Accounts and Cash Accounts relating to such corporate actions in accordance with the balances on the Securities Accounts at the beginning of business on the corresponding Ex date or, as appropriate, at close of day on the corresponding Record Date.

In case of Securities which CSD.Austria holds in custody with a Custodian, CSD.Austria will carry out any credits and debits on Securities Accounts and Cash Accounts relating to corporate actions in accordance with the balance on the Securities Account as of the beginning of business on the corresponding Ex date/or as appropriate, at close of day on the corresponding Record Date to the extent it has received credits and debits from the Custodian. The credits and debits on Securities Accounts and Cash Accounts will be booked on the same day as the credits and debits on the Securities Account and Cash Account of CSD.Austria with the Custodian if these bookings are confirmed by the Custodian to CSD.Austria prior to the deadline stated in Annex F. Otherwise, the credits and debits will be carried out on the next Business Day.

(3) Instructions to CSD.Austria relating to participation in corporate actions

In the case of corporate actions in which participation is optional for holders of the relevant securities the Securities Account Holder may instruct CSD.Austria to proceed in accordance with the information forwarded regarding participation in the corporate action pursuant to Section 10 para 1 GTC. Such instructions shall be issued to CSD.Austria in accordance with the procedures provided in Annex E and cannot be revoked once CSD.Austria has instructed the subscription agent or custodian. This regulation also extends, for example, to instructions erroneously submitted to CSD.Austria. All necessary documents are to be provided by the Securities Account holder.

(4) Corporate action confirmation

For every corporate action CSD.Austria will prepare a confirmation for every credit balance booked on a Securities Account at the beginning of business on the corresponding Ex date or if appropriate (OR: as the case may be??) at close of day on the corresponding Record Date. If the custodian confirms the credit or debit of the amount in favour of CSD.Austria by the time stipulated in Annex G the corporate action confirmation will be issued on the same day, otherwise the confirmation will be issued on the following Business Day. The confirmation will be made available to the Securities Account Holders via the means of communications stated in Annex G.

(5) Compensations

Any rights and obligations derived from corporate actions relating to Securities for which an instruction has been placed pursuant to Section 8 para 1 subpara a) GTC prior to Ex date and is executed on Ex date or afterwards will remain with the deliverer of the Securities. Any resulting compensation claims must be settled by the Securities Account Holders involved.

Any rights derived from corporate actions relating to Securities for which an instruction has been placed pursuant to Section 8 para 1 subpara b) GTC and is executed on Ex date/Record Date or afterwards, will, if compensated by the custodian, also be compensated by CSD.Austria.

Section 13 General Meetings

(1) Transmission of confirmation of holdings to the company according to section 10a in connection with section 111 Joint Stock Company Law (AktG)

Confirmations of holdings issued by banks according to section 10a Joint Stock Company Law (AktG) which have been sent by securities account holders will be transferred by CSD.Austria to the company according to section 111 para 2 Joint Stock Company Law (AktG), insofar as linked to an instruction for proxy voting. Such confirmations of holdings have to be submitted to OeKB as described in annex M.

(2) Proxy Voting at General Meetings of companies whose shares are held by CSD.Austria

If OeKB has according to section 113 para 1 Joint Stock Company Law (AktG) been authorized by a shareholder as proxy in a form intended by the company and has received a precise instruction for every point of the agenda it will participate in the general meeting on behalf of the company and will exercise the voting rights according to the received instructions (by using the form mentioned in Annex E).

Such proxies have to be transferred to OeKB by the holder of a securities account with CSD.Austria on which an according number of shares are entered and have to arrive on the fifth business day prior to the general meeting at the latest (refer to Annex O).

(3) Proxy Voting at General Meetings of companies whose shares are held by a depository of CSD.Austria

For shares which are held by a depository of CSD.Austria, CSD.Austria will, at the securities account holder's order, assist the holders of securities accounts on which shares of the corresponding category are entered in acquiring the documents which are required for participating in the general meeting.

Section 14 Other Administrative Measures relating to Securities

(1) Securities that may be drawn by lots

Where the terms for the drawing by lots exclude their continued safekeeping in Collective Clearing Custody CSD.Austria will transfer those Securities to Individual Securities Accounts.

In case of Securities where the terms for the drawing by lots permit their continued safekeeping in Collective Clearing Custody, CSD.Austria will inform the Securities Account Holder of the groups drawn that correspond to the Securities Account Holder's share in the Global Certificates and the amounts thereof.

(2) Exchange of Securities

CSD.Austria will procure the coupon sheets whenever required under the terms of a Security.

If changes to a Security are planned, CSD.Austria will take any measures required within its scope of competence.

(3) Destruction of invalid Securities

Invalid Securities held in safekeeping by CSD.Austria itself will be withdrawn from Collective Clearing Custody by a debit book entry. These Securities will be destroyed unless the Securities Account Holder gives other instructions in a timely manner.

(4) Redemption by Delivery of other Securities

For securities redeemed by the delivery of other securities the stipulations of Para 11 (1),(2) and (5) GTC apply accordingly. Excluded from this are securities redeemed by the delivery of Securities that cannot be accepted for safekeeping by CSD.Austria (see Annex C).

(5) Instructions to exercise warrants/convert convertible bonds

CSD.Austria will accept instructions to exercise warrants/convert convertible bonds in accordance with the procedures of Annex E and will forward these instructions to the agent responsible for the exercise of these options. At the same time, CSD.Austria will debit the Securities Account of the Securities Account Holder with the corresponding number of warrants/convertible bonds and will transfer these to the agent responsible for the exercise of the warrants/conversion of the convertible bonds.

After the exercise/conversion CSD.Austria will prepare an invoice and send it to the Securities Account Holder in accordance with the procedure set out in Annex G. CSD.Austria will carry out the corresponding transfers of money and Securities according to the instructions.

Excluded from this are warrants, convertible bonds and similar products for which the securities to be delivered upon exercise or conversion cannot be accepted for safekeeping by CSD.Austria (see Annex C). In these cases the Securities Account Holders themselves are to instruct the agent responsible with the exercise/conversion as required.

(6) Orders to buy or sell subscription rights

CSD.Austria will accept orders to buy or sell subscription rights connected with a current corporate action in accordance with the procedures in Annex E.

A broker as well as a Custodian may be instructed with the execution of the sale or purchase of subscription rights, if they offer such services. CSD.Austria will neither be held responsible for the price and value date accorded nor for the stock exchange used by a broker or a Custodian .

The sale or purchase of subscription rights traded on the Vienna Stock Exchange will be executed at the Vienna Stock Exchange.

After the buy or sell orders for subscription rights have been executed, CSD.Austria will prepare an invoice and will send it to the Securities Account Holder in accordance with the procedure set out in Annex G. CSD.Austria will carry out the corresponding transfers of money and Securities according to the instructions.

(7) Fractions of Securities remaining on a Securities Account of a Securities Account Holder

CSD.Austria will accept orders to buy or sell fractions of Securities according to the procedures of Annex E and attempt to effect the execution of such instructions at the responsible settlement institution.

Such orders will be accepted till end of day before the deadline set by the settlement institution.

If the settlement institution has not set a deadline, CSD.Austria will accept such orders till end of day of the third Business Day after the Value Date used for execution of the corporate action at the latest.

CSD.Austria will neither be held responsible for the price and value date accorded nor for the stock exchange used by the settlement institution.

Section 15 Information on and Confirmations of Securities Account Balances, Depository Receipts and Securities Account Movements

Information on Securities Account balances, depository receipts and Securities Account movements will be made available according to Annex H.

Section 16 Business Hours

The hours during which CSD.Austria is open on Business Days for business of Securities Account Holders are listed in Annex A.

Section 17 Fees

The currently valid fees are listed in the most recent version of the brochure mentioned in Annex J.

Payment of fees is effected by debiting the cash accounts held by Securities Accounts Holders at OeKB.

Section 18 Liability

(1) Liability for damages caused by staff (employees, leasing personnel) and contractors (IT-services, other qualified service providers)

Within the scope of the business relationship CSD.Austria is liable for any deliberately culpable or grossly negligent actions of its staff and contractors with due consideration of any contributory negligence on the part of the Securities Account holder or blame attaching to customers of the latter, such blame being attributed to the Securities Account holder.

Consequential damages are to the legally permissible extent excluded from the obligation to pay compensation.

CSD.Austria will provide compensation up to a maximum amount of 5 million Euro (“damages with limited eligibility for compensation”) for all damages pertaining to a given calendar year arising out of ordinarily (as opposed to grossly) negligent actions or omissions on the part of its staff and contractors such as are approved for settlement by CSD.Austria or fixed by binding judicial decision. Should the damages with limited eligibility for compensation pertaining to a given calendar year exceed the maximum amount of 5 million Euro they will be compensated on a pro-rata basis such that CSD.Austria will not have to pay more than 5 million Euro for damages with limited eligibility for compensation per calendar year. No claims can be asserted to any amounts excluded from compensation as a result of this procedure.

Payments for damages with limited eligibility for compensation are made provisionally. Should at any time after payment further damages with limited eligibility for compensation arise for the calendar year in question and the total amount of damages exceed the maximum of 5 million Euro CSD.Austria will recalculate the pro-rata damages payments. Securities Account holders who have already received payments for damages will be required to repay the difference to CSD.Austria. Payment of the newly calculated pro-rata payments for damages will be made independently of such repayments.

CSD.Austria is not liable for damages caused by damages to its business (or the business it uses to carry out its duties) over which it has no control, such as the disruption of business operations as a result of force majeure, civil disturbance, acts of war, natural catastrophes or disruptions arising from the actions of domestic or foreign governmental authorities as well as collective or internal industrial disputes or as a result of any other events over which it has no control such as, for example, traffic delays and disruptions to data communications lines and supply lines.

Any claim to compensation for damages must be submitted in writing stating the reasons for the claim directly after the case arises.

(2) Liability for damages caused by custodians of CSD.Austria

In case of damages caused by its custodians CSD.Austria is liable only for any negligence in its selection procedures according to the Securities Deposit Act (Depotgesetz).

CSD.Austria will assert its claims arising from the contracts between CSD.Austria and its custodians (“custody contracts”) and forward payments received for damages after deduction of its costs to the Securities Account holders affected on a pro-rata basis. The liability provisions agreed in the custody contracts are set out in Annex L.

At the request of the Securities Account holders affected CSD.Austria will relinquish its existing legal and contractual claims for damages vis-à-vis the custodian so that the Securities Account holders may themselves assert their claims.

(3) Liability for damages caused by persons commissioned by third parties (e.g. issuing agents commissioned by issuers)

CSD.Austria is not liable for damages caused by persons commissioned by third parties.

CSD.Austria will, if requested, relinquish any claims it may have for damages against such persons to the Securities Account holders affected and provide them with all the information available at CSD.Austria required for asserting the claim vis-à-vis the commissioned person.

Section 19 Third Party Presumption, Right of Retention

- (1) Unless otherwise notified in writing by the Securities Account Holder, CSD.Austria will assume that the Securities booked on the Securities Account are owned by a third party and that the Securities Account Holder does not have any rights whatsoever to said Securities.
- (2) CSD.Austria hereby agrees not to exercise its right of retention, lien or compensation towards Securities and Cash Account Holders.

Section 20 Preservation of the Securities held in Collective Clearing Custody

CSD.Austria will defend the rights of the Co-owners towards third parties insofar as necessary to preserve the holdings in Collective Clearing Custody.

Section 21 Redistribution of Losses

- (1) Losses for which CSD.Austria is not liable and which incurred in Collective Clearing Custody by CSD.Austria itself or by a Custodian used shall be borne by the Co-owners in proportion to their shares in the Collective Clearing Custody holdings. The proportion shall be determined on the basis of the shares held at the time at which CSD.Austria learned of and verified the losses. CSD.Austria shall make a binding decision on the proportion of the losses to be borne by all Securities Account Holders. Such decision will require a written confirmation by OeKB's auditor.
- (2) CSD.Austria will allocate the losses in such a manner that the holdings will be reduced proportionally across the affected holdings or by purchasing Securities corresponding to the losses sustained and debiting the purchase price pro rata to the Cash Accounts of the affected Securities Account Holders and then crediting the Securities bought to the Securities Accounts affected.

Section 22 Applicable Law, Jurisdiction, Partial Invalidity, Place of Performance

- (1) Austrian law shall apply to the business relationship between the Securities Account Holder and CSD.Austria.

In case of Securities held in custody abroad, foreign laws often apply, especially with respect to the purchase and sale of Securities as well as the pledging of Securities.

- (2) The courts in Vienna shall have exclusive jurisdiction on any disputes arising between Securities Account Holders and CSD.Austria. CSD.Austria will be entitled to file a law suit against a Securities Account Holder with the competent court where the Securities Account Holder has its domicile or is incorporated.
- (3) Should any of the provisions of these GTC become invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by one that meets as close as possible the intention and purpose of the provision having become invalid. As soon as it becomes known that a provision is not valid, CSD.Austria will draft a new one.
- (4) The place of performance shall be the registered office of CSD.Austria.



Oesterreichische Kontrollbank AG

1011 Vienna, Austria
Strauchgasse 3
Tel. +43 1 531 27-2100
Fax +43 1 531 27-4100
csd.austria@oekb.at
www.oekb.at