

General trading conditions of the listing agent for the acquisition of Federal savings bond of the Republic of Austria (version from 3rd January the 2005)

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A. General information

1. Purpose of the provision and capacity

The following general trading conditions („*AGB*“) determine the entire business relation between the customer and the Austrian federal financing agency („*listing agent*“- in the customers' dealings as “*service centers*” designates), who act in the name and on invoice of the federation.

The performance of the *listing agent* covers the use of the electronic register system („bundesschatz.at“), over that the acquisition of Federal savings bond of the Republic of Austria, whose operation and administration, in particular the guidance of the federal treasure register („*registers*“) and the register account for the customer are accomplished („*account*“).

2. Utilization periods

The customer can [use bundesschatz.at](http://bundesschatz.at) between 0.00 and 24.00, 7 days the week. The use is not possible with service and repair work. Such work is announced on the homepage [of bundesschatz.at](http://bundesschatz.at).

3. Amendments

1) *The listing agent* is entitled to make amendments of the *AGB* if the amendment the customer reasonable, particularly because it is slight and essentially justified. *The listing agent* informs the customer about the amendments by an electronic report on the occasion of his next use of bundesschatz.at.

2) Amendments of the *AGB* acquisition legal validity for all existing and future business relations of the customer with beginning of the month, which follows the communication of the customer as after the next, to the listing agent, if not up to then a written contradiction of the customer is enough with the listing agent. To this permit effect the listing agent the customer will refer on the occasion of the report of the amendments. With a contradiction the past *AGB* continues to be valid for the customer. This circumstance can form however a major reason for a notice pursuant to H 2nd (for 2) b. In this case the customer is informed on the occasion of the communication about the amendment of the *AGB* on the homepage [of bundesschatz.at](http://bundesschatz.at).

B. Fee of declarations

1. Personal identification

Each customer preserves an account number from the *listing agent* to [the use of bundesschatz.at](http://bundesschatz.at) as well as its personal identifiers, consisting of access number and password. The password can change the customer. With an Multi-account pursuant to F.3 (5) each account partner keeps an account partner paragraph additional.

2. Course of business between customers and listing agent

(1) the customer can to the *listing agent* declarations and orders in writing only by means of long-distance data transmission or communicate and/or give. For in sales (2) of cases specified other formal requirements are to be considered. The barrier pursuant to F.8 is possible also by fax.

a)(2) in the following cases must orders in another form than by means of long-distance data transmission be given. All in on the homepage of bundesschatz.at [callable](http://bundesschatz.at) forms for sample stated data must to be contained: Contradiction to amendments of the *AGB* (see A.3. (2))

b) Acquisition of Federal savings bond (see to D. 1. (1))

c) Publication of substantial changes (see to E. 2nd a) (3), E.2.b) and F.3.(3))

d) Inquiry of objections (see E.5.)

e) Notification when being missing reports (see E.6.)

f) Opening of an account (see F.1)

g) Abolition of the barrier (see F.8. (4))

(3) the revocation of a given order are, except on amendment of the interest period pursuant to point 3 C, revocation of the back option to sell pursuant to point 5 as well as election between disbursement/reassessment of the interest pursuant to point 6 A of the conditions of the Federal savings bond*) indicated within the periods, not possible.

C. power of disposition after the death of the customer

The listing agent becomes, as soon as she preserves knowledge from dying a customer, arrangements over the *account* only due to a resolution of the paper Tribunal or a answering instrument or a foreign comparable instrument would drive through. Orders and arrangements of a customer over an Multi-account pursuant to F.3 (5) by this provision are not affected.

D. obligations and liability of the listing agent

1.Receipt of customer declarations

1)The payment of the amount of paying in by the customer is its declaration to want to acquire the Federal savings bond designated by it during the paying in. This declaration happened, as soon as the amount of paying in is enough with the *listing agent* (“**date of payment.**”).

2)Declarations by means of long-distance data transmission happened, if the calling-forward notice of these declarations for the *listing agent* under usual circumstances is possible.

3)Are outside enough written and declarations by teleprint from bank working days or on bank working days outside of the time of Monday until Thursday of 8.00 to 16.00; , They in-arrived to Friday of 8.00 to 14,00 with the *listing agent* on the next bank working day around 8.00.

2.Implementation of orders

1)The registration in the register is affected immediately after receipt of the declaration of Federal savings bond to acquire.

2)The execution of orders by means of long-distance data transmission is affected immediately after receipt.

3)The execution of written and orders by teleprint is affected after receipt in the context of the usual work routine.

3.Liability

1)The listing agent is not responsible except with personal injuries and with damage exceptionally from things taken over for legal custody for easily negligently caused damage, this concerns completely unforeseeable or atypical damage, on which could not be invoice.

2)The listing agent is responsible only then for the sequences of the implementation of falsified or falsified customer declarations or orders, if no being to blame for meets the customer to the fact that the declarations ge could be falsified or and the customer for electronic declarations seized all in E. 4th envisaged care measures.

3)If the listing agent is responsible for damage, which was caused for a customer due to an error in installations of the listing agent for automated data processing, then this liability is anyhow per damaging event opposite each individual customer on at the most EUR 20.000,-- and besides altogether opposite all customers on at the most EUR 2,000.000,-- limited, if it is, the listing agent or a person, for whom the listing agent has to in-be entitled, has the damage deliberately or roughly negligently causes. If the total damage exceeds the maximum limit, then the claims of the individual damages are reduced pro rata. The delimitation of the obligation to indemnify is not valid for personal injuries.

4)Customer carries damage, which by abusive use personal identifiers arise, if these were not caused by the listing agent or by persons, for whom the listing agent has to in-be entitled, roughly negligently or deliberately, so that contributory negligence is present.

E. obligations to cooperate and liability of the customer

1.Introduction

The customer has to consider in the following the aforementioned obligations to cooperate in connection with the *listing agent* in particular; with being present the legal conditions for the authorization of a compensation demand, in particular being to blame for and a causality, their injury conducts for compensation obligations of the customer or for the reduction of its compensation demands against the *listing agent*.

2.Publication of amendments

a) name, address, domicile, bank account

The customer has the *listing agent* amendments of its name, its address (as well as telephone no., fax.- NR and email address) to announce his domicile or usual stay pursuant to § 26 federal tax code and its bank account immediately. The account-conducting agency of the bank account must lie in a member state of the European Union.

1) For data, for which pursuant to on the homepage of [callable](#) form for petition an amendment [bundesschatz.at](#) is only in writing envisaged, these amendments are to be submitted **in writing** under indication of the account number and the access number to the listing agent under settlement of the necessary documents (e.g. marriage certificate etc.).

2) Amendments of the bank accounts must have reached at least 10 bank working days before the next day of maturity - **signed** for safety reasons only in writing and **personally - to the listing agent**.

3) If the customer gives above under (1) stated amendments not well-known, declarations of the listing agent at the customers are considered as happened, if them to the last the *listing agent* address announced (or fax.- NR or email address were consignment).

b) Legal competency

Each loss and each restriction of the legal competency of the customer are to be indicated to the *listing agent* of the customer or an representation-authorized person immediately in writing.

3. Clarity of orders

Completely not worked on filled out order forms or written or orders by teleprint without confirming signature, not envisaged text cancellations or additives can cannot in principle not be considered. *The listing agent* reserves itself to send such orders back in an unfinished way.

4. Care when using telecommunications funds

1) By the customer by means of telecommunications if orders are given or are delivered other declarations, then it has to take suitable provisions against transmission errors and abuses.

2) In particular the customer is obligated to ensure that the personal identifiers are kept secret and third are not accessible. The customer is to be used obligated with the keeping of the personal identifiers special care.

3) With loss of the personal identifiers or with existence of the suspicion that an unauthorized person of the personal identifiers acquisition knowledge, the customer is obligated to communicate this to the *listing agent* immediately in writing or by fax. This report is at the same time an order for the barrier of the *account*.

4) The customer has to carry ensuring that the computer systems and applications used by him (e.g. the PC and the pertinent software) ensure a perfect settlement. In particular thereby the regular review with actual procedures/tools on viruses is to be accomplished and protected with safety devices, which correspond to the state of the art.

5. Inquiry of objections

1) In order to be able to raise concerning any objections the completeness and correctness of the account balance, the customer is obligated to query and examine its [account](#) at least quarterly over [bundesschatz.at](#). Objections are to be made in writing.

2) Within four weeks after inquiry if no objections reach to the *listing agent*, the account balance is accepted; *the listing agent* will refer in each case the customers with beginning of this period course to this meaning of his conduct.

6. Notification when being missing reports

To inform customer has *listing agent* immediately, if it reports or consignments of the *listing agent*, whom the customer had to expect according to situation of the case, not within the period to happen, which is to be estimated usually for the agreed upon transmission.

7. Translations

Foreign language documents of all kinds are the *listing agent* on requests also in German-language translation, which is certified by a judicially certified translator, to submit.

F. opening of an account and account processing

1. Opening of an account, owner of an account

Only natural persons, who have their usual stay or domicile in an European Union member country, can become owners of an account. *The account* serves the registration of acquiring Federal savings bond of the Republic of Austria on personal invoice. With opening of an *account* the future owner of an account has (with Multi-accounter ones pursuant to F.3. (5) all account partners) to fill out and sign the account bankruptcy petition completely to submit or those completely in writing announced therein data and declarations plus signature. Due to legal money laundering provisions it is necessary to find the identity of the customer free of doubts. The possibilities of the identification become on the homepage of *federal treasure*. *RK* gives public notice of. *The account* becomes under the name of the owner of an account (with Multi-accounter ones pursuant to F.3. (5) under the names of the account partners) conducted.

No Subaccount can be opened.

The opening of trust accounts is possible. In this case is entitled and obligated opposite the listing agent excluding the customer.

2. Specimen signatures

The signature of the owner of an account at the account bankruptcy petition is considered as comparison signature for the entire written and correspondence by teleprint with the *listing agent*.

3. Representation authorization and Multi-account

1) The distribution of a representation authorization over the *account* is impossible. Representation authorization in the sense of these AGB is the authorization to deliver opposite the listing agent declarations by a deputy and enclosure also the authorization, another person over the account and the Federal savings bond orders and make arrangements to let.

2) Or psychologically ill persons under age and mentally handicapped, for whom a trustee is appointed pursuant to § 273 ABGB, are representation by those persons, whose representation authorization results from the law or due to the resolution of a Tribunal. The salesmen have to prove their identity and representation authorization. If disbursements exceed the amount stated in § 234 ABGB, then these are accomplished only with exhibition of a judicial authorization.

3) Expiring or an amendment of the representation authorization is to be communicated immediately to the *listing agent* in writing and proven by suitable instruments. It continues to be valid up to the written communication of expiring or an amendment to the past extent.

4) Everyone, which legitimizes itself by petition of its personal identifiers, is justified, to access the *account*. *The listing agent* is not obligated to make an examination of the authorization of the customer going beyond it. The customer takes to the knowledge that the *listing agent* cannot recognize and not examine also, whether those is actually order-entitled over the *account* the order with the personal identifiers of the owner of an account giving person.

5) *An account* can be opened also for several customers (Multi-account) a condition for the opening of an Multi-account is the majority of the customers. Each account partner is alone entitled to accomplish orders and arrangements over this Multi-account (single power of disposition). The opening and notice of this *account* as well as the contradiction against AGB pursuant to A.3. (2) can be made however only by all account partners. If the contradiction is affected only from individual account partners, not however from all account partners, then the contradiction is ineffective.

4. Transfer of the identifiers

After identification the customer preserves his account number, his access number as well as his password. With an Multi-account pursuant to F.3.(5) are ident the account number and the access number for all account partners and to each account partner preserve its own password and its own account partner paragraph.

5. Account entrances

2)(1) the acquisition of Federal savings bond on the *account* is registered, as soon as the amount of paying in on the funds account of the *listing agent* with the liquidation office (see below 14.) was received and the account number of the customer correctly and is completely in the intended purpose of the remittance order indicated. Account entrances may be affected exclusively from one of the current accounts of the customer, whom the customer of the *listing agent* announced and on also the account exits pursuant to point F 6 to be affected. The interest charges are affected with the interest rate, which is published for

the selected interest period for the day of the entrance.

3) **With acquisition the interest rate and thus the interest period BS 1. the customer are valid are however justified to select with the acquisition in agency of interest rate BS 1 another on the homepage [from bundesschatz.at](http://bundesschatz.at) given public notice of interest rate to (e.g. BS3, BS6 BS12 etc.). The back option to sell pursuant to point 5 of the conditions of the Federal savings bond*) is valid only when express practice.**

4) The customer is entitled, already during paying in the back option to sell pursuant to point 5 of the conditions of the Federal savings bond*^{to exercise}).

6. Account exits

On utilization of the back sale and/or buy-back option pursuant to point 5 of the conditions of the Federal savings bond*) a delivering at the *account* under simultaneous payment is affected from interest and/or capital via the Republic of Austria („*debtor company*“) on the current account announced by the customer with Kreditinstitut with the final day of maturity or the interest due date day.

7. Account balance inquiry

The customer can query its actual and historical account balance exclusively electronically. A telephone inquiry is not possible for safety reasons. Written account statements are not drawn up.

8. Barrier

1) The customer is entitled over bundesschatz.at electronically to close the access to its *account* or to assign the *listing agent* in writing or by fax a barrier.

2) That access to the *account* becomes automatically closed from the *listing agent*, if in continuous order three times incorrect identifiers are used.

3) *The listing agent* is entitled to close independently without prior information of the customer the access to the *account* if an abuse is to be feared been affected or.

4) A barrier is again waived by the *listing agent* over written order of the customer. Before the barrier given orders are however accomplished.

9. Publication day

As a publication day pursuant to point 3 b of the conditions of the Federal savings bond*) **the 3rd bank working day** is specified the date of payment and/or interest due date day ago.

10. Minimum acquisition

The customer must for each order the acquisition of a nominal amount at Federal savings bond of at least EUR 100,-- envisage.

11. Minimum disbursement amount

Becomes a disbursement of the capital and/or the interest pursuant to point 6 of the conditions of the Federal savings bond*) selected, then this is only starting from a minimum disbursement amount (after deduction of the KESt) of EUR 100,-- permissible. In the case of disbursement of the entire nominal value this minimum disbursement amount is not valid.

12. Method of payment

1) Due amounts of the Federal savings bond (interest or capital payments) become in the way of the liquidation office (S.F.14.) under possible deductions, which are necessary due to legal provisions (law or conditions) (e.g. KESt), on the current account announced by the customer performed. Payments are affected exclusively by transfer under indication of the intended purpose on this current account.

13. With incorrect or incomplete data concerning the bank account the payment cannot be accomplished. For any damage resulting from it the *listing agent* excludes each liability, if these not by the *listing agent* or a person, for whom she has to in-be entitled roughly negligently or deliberately was caused. If the indicated bank account is incomplete or incorrect, amounts which can be disbursed are interestless kept. *The listing agent* will inform the customer of this circumstance and will transfer the amount immediately after publication of a regular bank account. **Cancellation right**

The listing agent is entitled, credit notes, those due to a mistake, a write error or from others with the *listing agent* or the

liquidation office (S.F. 14.) lying reasons were made, without an appropriate order was present, by simple entry to cancel to cancel ()).

14. Liquidation office

With the settlement a liquidation office is entrusted. She has to perform the following functions:

Cash in connection with Federal savings bond and legal custody of a collecting instrument for each emission of Federal savings bond (also for possible heightenings). In the context of the monetary transaction the liquidation office is assigned to conduct a funds account for the *listing agent* into which the purchase price for Federal savings bond is to be paying in. The liquidation office is further cashier's office for the Federal savings bond. The cashier's office service can be taken over also by another agency. In the context of the legal custody of the Federal savings bond the liquidation office is assigned to open and make according to the orders of the *listing agent* of transfers between the deposit I and the deposit II a deposit I of the *listing agent* the description "sale stock on hand" and a deposit II of the *listing agent* the description "acquisition inheriting and". At the deposit I Federal savings bond is kept in the sale stock on hand of the *debtor company*. At the deposit II Federal savings bond of the acquirers is kept, whom the listing agent faithful-handle for the acquirers holds and administers.

15. Transmission and pledge a cession, a pledge or an other transmission of Federal savings bond are not permissible.

G. Payment

The administration of the *account* and the use of bundesschatz.at are free for the customer. Bank charges, which are charged by bank of the customer, go debited to the customer.

H. Completion of the business relation

1. Right to give notice of the customer

As far as no agreement is present on certain duration, the customer is entitled to denounce the business relation in writing at any time under adherence to the terms of notice stated in point H.3 by means of long-distance data transmission or. With an Multi-account pursuant to F.3 (5) the notice is effective only if all account partners denounce.

2. Right to give notice of the listing agent

1)The listing agent is entitled only with being present a major reason to denounce the business relation under adherence to the terms of notice stated in point H.3 by means of long-distance data transmission.

2)A major reason for the listing agent is present in particular,

a)if the customer gives incorrect data over for the business relation with the *listing agent* substantial circumstances

b)if the customer of an amendment of the *AGB* pursuant to A. 3. (2) contradicts and by this contradiction the administration of its account technically or organizational disproportionately one makes more difficult or is no longer possible

c)if the enterprise of bundesschatz.at completely is to be stopped, however under the condition that the *debtor company* is entitled, the buy-back option pursuant to Pkt 5 (B) of the conditions of the Federal savings bond*^{to exercise}).

3. Legal consequences

1)The notice by the customer becomes ten bank working days after a-long effectively („*last date for giving notice* “), if to the *last date for giving notice* no Federal savings bond on its *account* is credited. The notice by the *listing agent* becomes immediately effective with receipt of the notice at the customers, if to the *last date for giving notice* no Federal savings bond on its *account* is credited.

2)If Federal savings bond on the *account of the* customer is credited to the *last date for giving notice*, the following is valid:

a)The notice effect in case of the notice by the customer and in the cases H.2. (2) a) and b) as practice of the back option to sell pursuant to point 5 (A) of the conditions of the Federal savings bond*).

b)In case of the notice by the listing agent pursuant to H.2.2 c) commits itself the *debtor company*, the buy-back option pursuant to point 5 (B) of the conditions of the Federal savings bond*^{to exercise}), if Federal savings bond without being under notice on the *account of the* customer is credited.

c) With the next interest due date day the notice will be affected effectively and the payments as agreed from interest and capital on the current account announced by the customer.

(3) the *AGB* continue to be valid also after completion of the business relation up to the complete settlement of the account.

I. Various

1.Data protection

The *listing agent* is subject to the data protection provisions of the data protection act i.d.g.F.

2.Discussion recordings

The customer declares itself in agreement that all telephone calls with the *listing agent* on tape may be noted. This measure serves above all the security of the business relation as well as for improving the service performances.

3.Funds laundry

The customer takes to the knowledge that the *listing agent* has to observe the provisions § 40 and 41 banking law equal a credit or Finanzinstitut.

4.Hotline

For customer questions, which concern the use of bundesschatz.at and settlement of acquiring, the *register position hotline* is available as service center. For technical communication problems is with the modem manufacturer, the post office, to raise the portable radio network user or the Internet provider contact.

5.Bank working days

Bank working days are those days, on which the banks are opened in Vienna for business of all kinds. Saturday and Sunday are anyhow no bank working days.

6.Right of withdrawal

The customer can withdraw pursuant to § 8 remote sales financial service law without indication from reasons from the treaty. The resignation period consists of 14 days starting from receipt of all conditions as per contract and information by the service center. With written withdrawal it is sufficient, if the declaration of withdrawal is mailed before expiry of the deadline to the service center for bundesschatz.at.

If the customer acquired Federal savings bond during the resignation period already, the assessed amount is transferred immediately after receipt of the declaration of withdrawal to the current account indicated by the customer.

7.Place of performance and area of jurisdiction

Place of performance and non-exclusive area of jurisdiction for all from or law cases for the *listing agent* and the customer, arising in connection with this *AGB*, are Vienna. With actions against consumers is that of Tribunal stood for Vienna only if the consumer has his domicile, usual stay or place of employment in Vienna with conclusion of a contract.

The general given for actions against the customer with conclusion of a contract as well as the area of jurisdiction in Austria, agreed upon above, remain also if the customer after conclusion of a contract its domicile judicial decisions Austrian abroad moved and in this country are executory.

8.Right election

To this contractual relation Austrian right is to be applied.

9.Language

The used language pursuant to § 5 exp. 1 Z.3 lit. C remote sales financial service law is German.