

User agreements and other information from UBS

Dear Plan Participant

Please find enclosed user agreements and other information required for your access to EquatePlus.

These documents have been sent to you because you either requested them via EquatePlus or you consented to these documents through the UBS Call Center.

If you have further questions, please contact the UBS Call Center under the following number: +800 4020 0096

Kind regards,

UBS AG

Consent to Electronic Communication

By clicking on "**I agree**" below, I accept that all future communication with UBS Deutschland AG will take place electronically. This includes, without being limited to, order confirmations and annual account statements, as well as the provision of the contractual terms and conditions and my consent hereto. I am aware that if I click on "**I do not agree**", the only possibility I will have will be to contact the Call Center (Tel. + 800 40 20 00 42). In that case, in accordance with the respective plan conditions, participation in the SAP Stock Plan will not be possible. For all forms of electronic communication, UBS Deutschland AG will use the e-mail address provided to us by SAP AG or by you.

UBS Deutschland AG

Postfach 10 20 42
60020 Frankfurt am Main
Tel. +49 (0)69 21 79 0

www.ubs.com/deutschland

Information and consent in relation to the use of personal data

I acknowledge that UBS Deutschland AG may collect, process and use the personal data provided to or collated by UBS Deutschland AG in connection with my use of EquatePlus and in the event of my participation in the respective stock plan of SAP AG or the Group company that employs me and the associated administration of the same by UBS Deutschland AG ("**Administration**") on the basis of the Contractual Terms and Conditions placed in my mailbox as well as for the fulfilment of legal documentation and preservation obligations. I recognise that in connection with the use of EquatePlus and the Administration of my respective SAP Stock Plan, UBS Deutschland AG may also transfer such data to SAP AG (the "**Company**"), subcontractors of UBS Deutschland AG, other banks and/or contracting parties in connection with transactions, insofar as this may be necessary for the performance of the required service.

Furthermore, I acknowledge that within the framework of the Administration, UBS Deutschland AG may transfer to the Company such information that may be necessary in order to monitor the fulfilment of the conditions of the SAP Stock Plans in which I am participating, to establish my rights and obligations under the relevant SAP Stock Plans or to fulfil legal obligations. I recognise that UBS Deutschland AG currently uses and/or shall use in the future the services of UBS AG in Switzerland for the fulfilment of its Administration obligations, including the saving of personal data. Switzerland is not a member of the European Economic Area. However, the European Commission, in its decision of 26 July 2000 (2000/518/EC), found that Switzerland provides similar protection of personal data within the meaning of Directive 95/46/EC of the European Parliament and of the Council on the adequate protection of personal data.

By clicking on "I agree" below, I hereby authorise UBS Deutschland AG to transfer my personal data to UBS AG, insofar as this may be necessary for the performance of those services of UBS AG that UBS Deutschland AG uses within the framework of the Administration.

I recognise that I may revoke this authorisation in relation to the use of the abovementioned personal data at any time. Revocation shall not prevent UBS Deutschland AG from collecting, processing or using data that is permitted under law and for which no authorisation is required. Where the revocation prevents UBS Deutschland AG from duly carrying out the Administration, particularly where, owing to the revocation, it cannot employ subcontractors as described above, UBS Deutschland AG shall be entitled to cancel the Administration services. I am aware that such cancellation may exclude or restrict my participation in the relevant SAP Stock Plans and my rights under the respective SAP Stock Plans.

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A. Equate Plus General Conditions of Use for Participants

We, UBS Deutschland AG, Bockenheimer Landstr. 2-4, 60306 Frankfurt am Main ("**Service Provider**") provide the online administration and information system "**EquatePlus**" (also referred to as the "**Web Page**") and related services including a call center operated by or on behalf of the Service Provider (the "**Call Center**") to you ("**User**") exclusively subject to the terms and conditions set forth below ("**Conditions**"). When clicking on "I agree" below you confirm your agreement to the Conditions and thereby consent to the conclusion of a binding agreement between yourself and the Service Provider for the use of EquatePlus on the basis of the Conditions ("**User Agreement**"). EquatePlus enables you to print out these Conditions. If you do not agree to the Conditions you may not use EquatePlus and further participation in the Plans (as defined below) may not be possible.

I. Communication / Use of the EquatePlus Online Administration System

- 1.) EquatePlus allows registered Users to review information on certain employee equity plans ("**Plans**") of SAP AG ("**Company**") and its participating group companies administered by the Service Provider via EquatePlus, to sign up for the participation in the Plans and to submit and amend relevant data. The Service Provider does not charge a fee to Users for the use of EquatePlus and/or the Call Center for information and communication relating to the Plans.
- 2.) The Service Provider can change the functionalities or the content of the Web Page and/or the Call Center at any time, or regulate or restrict the use of or access to the Web Page or individual functions thereof, as appropriate and necessary. If the User acts in breach of the rules established for the use of the Web Page, the Service Provider may exclude him/her temporarily or permanently from the use of the Web Page. This User Agreement shall not enter into effect, if the Service Provider is prevented from entering into this User Agreement by law (e.g. relating to regulations of any supervisory authorities or internal policies).
- 3.) The User is responsible for preventing and excluding any unauthorized use of his/her user identification and his/her password for the Call Center and the Web Page. If the User becomes aware of any unauthorized use of his/her user identification and of his/her password, he/she must inform the Service Provider accordingly, without delay.
- 4.) The Service Provider is not responsible for errors or damages which might arise from the use of emails or from an unauthorized use of the User's user identification and password in breach of the provisions of this User Agreement, unless the Service Provider was or should have been aware of such unauthorized use. All information provided to the User in connection with the use of the Web Page shall be recorded and stored, and kept available for checking by the Service Provider's management, auditors and by the regulatory authorities. The Service Provider will incorporate state-of-the-art IT security for EquatePlus preventing hacking and phishing attacks from succeeding.
- 5.) The Web Page shall contain specific electronic functionalities designed to submit instructions, requests, authorizations or personal details to the Service Provider. This information may also be passed on through the Call Center. The transmission of instructions, requests or authorizations

relating to the rights of the User in accordance with the respective Plans and to any trust shares and/or fractional shares, if applicable, and the transmission of personal credit details (including credit card numbers), changes of address, communication in confirmation of a change of user identification and password or other time-sensitive instructions must not be sent to the Service Provider via email. The Service Provider is not responsible for damage, destruction, loss, truncation or distortion of data in transmission, nor for the security of data transmitted by means of public telecommunications facilities up to the point of entry of such data into Service Providers systems.

- 6.) The Web Page shall be accessible through the Internet by means of publicly available web browsers and software. The Service Provider does not warrant, and is not responsible, that the Web Page will be available at all times. During any downtimes, the User shall revert to the Call Center. The Service Provider is not responsible for the installation, use, maintenance and functionality of such browsers or software.
- 7.) The Web Page does not represent any offer for the purchase or sale of securities and must not be regarded as providing advice in legal, tax and investment matters. The User has to obtain any such advice independently. The Service Provider does not guarantee that any materials published on the Web Page by third parties are accurate, complete and up-to-date and shall not be liable for opinions and recommendations published on the Web Page by third parties.
- 8.) The information available through the EquatePlus Web Page is the official record of the User's entitlements under the respective Plan.
- 9.) The information on the Web Page, including text, graphic presentation, illustrations and audio and video clips, is protected by copyrights, proprietary rights, trademarks and/or other intellectual property rights and these are controlled by the Service Provider, unless stipulated otherwise. The information contained therein may be used or printed out for personal use only. The materials provided on the Web Page may not be used without the prior written consent of the holder of the copyright or any other protected right.
- 10.) If the Web Page contains links to other web pages containing information on other companies, organizations or persons, the User acknowledges that these other web pages cannot be influenced by the Service Provider. Accordingly, the Service Provider is not responsible for the information or links to be found on such pages. The Service Provider provides such links only as a service and has not tested or checked the software or information to be found on such web pages. The fact that the Service Provider provides a link to another web page does not mean that the Service Provider has access to such pages, their content or to the participants in this other web page. Third parties not associated with the Service Provider may make available the links to these other web pages.
- 11) The User acknowledges that emails transmitted via open installations (such as public and private data transfer networks and providers that are accessible worldwide) may be accessed by anyone. It is impossible to control the transmission route of emails, which are often routed through more than one country (even when the sender and recipient are located in the same country). A multitude of risks are inherent in unsecured emails, for example:

- lack of confidentiality: emails and their attachments can be viewed without restriction and systematically monitored by unauthorized third parties, including authorities, with relatively little effort;
- possibility to manipulate content and/or fake sender: the content of emails, any attachments and sender details (email address) can be tampered with or falsified and their transmission can be delayed or prevented;
- transmission errors/failures: emails may be altered, mutilated, misrouted, delayed or deleted due to technical failures or malfunction during transmission;
- lack of integrity of sender: there is no way for a recipient to technically verify the integrity of an email's sender and content (manipulations and errors are not usually discovered in time);
- viruses, Trojan horses, worms, spam, etc: considerable damage can be done to the email addressee and emails from the Service Provider can be faked as a result of such email or computer 'infections' created, unnoticed, by third parties.

The User accepts that the Service Provider is not responsible for any losses arising from such risks.

- 12) The Service Provider may, subject to the Company's prior approval, call on the services of third parties in fulfillment of its duties, or transfer these duties to third parties. The Service Provider is responsible for such third party.

II. Indemnification

- 1) The User is aware that certain of the Service Provider's services are provided in the form of electronic communication and that the Service Provider provides neither warranty nor guarantee (1) that these services will be provided without interruption and/or fault, (2) for the results arising out of the use of these services, and (3) for the execution in good time, accurateness, completeness or content of information or of transactions being provided by means of these services or in connection with the use of software by the User.
- 2) Where it is not possible for one party to fulfill any contractual obligation due to reasons of force majeure, this failure to fulfill does not represent a breach of contract as long as the case of force majeure persists and the relevant party applies all necessary and reasonable efforts, including the application of alternative resources, to fulfill its contractual obligation to the greatest possible extent. The party hindered in fulfillment of its contractual obligations by an instance of force majeure must inform the other party accordingly, without delay, describing the instance of force majeure in detail.
- 3) The Service Provider shall be liable for damages in connection with this User Agreement, whether based on contract or any other legal theory, only to the extent that the damage was caused by gross negligence or willful misconduct imputable to the Service Provider. In the event of death of a natural person or personal injury to the latter, the Service Provider shall be liable

also for simple negligence (*einfache Fahrlässigkeit*) in accordance with statutory law. In addition, the Service Provider shall also be liable in accordance with statutory law for a simple negligent violation of a fundamental duty under this User Agreement, but such liability shall be limited to such damage as the Service Provider could have reasonably foreseen at the time of signing or acceptance via EquatePlus or the Call Center of the User Agreement. Fundamental duties as used herein comprise all duties which must be fulfilled by the Service Provider in order to enable consummation of this User Agreement and the achievement of its purposes and fulfillment of which the User may reasonably expect in view of the content and purposes of the User Agreement. Service Provider's liability shall not cover any damage caused by the loss of data to the extent the Service Provider has no obligation to secure such data and the User could have avoided such loss by daily alternating back-up. Limitations on Service Provider's liability agreed in this User Agreement shall apply also to the personal liability of Service Provider's officers, employees, subcontractors or agents (*Erfüllungs- oder Verrichtungsgehilfen*). Any mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*) and/or arising from a guarantee of properties (*Beschaffenheitsgarantie*) shall remain unaffected.

III. No Transfer of Rights

The User may not transfer to any third party any single or all claims and rights arising from this User Agreement without the prior written approval of the Service Provider.

IV. Termination of Contractual Relationship

- 1) The User may properly terminate the User Agreement with 1 (one) month's notice to the end of a month. The right to extraordinary termination remains unaffected. Notice of termination may be given by sending an email to sh-teledienstegesetz@ubs.com or by any other form of notification (UBS Deutschland AG (Hauptniederlassung Frankfurt), Bockenheimer Landstraße 2-4, 60306 Frankfurt am Main; Fax:+49 (0)69 2179-6511). Such termination will restrict the User's ability to participate in any of the Plans and/or to exercise his/her rights there under and may cause the User to end his/her participation in the Plans.
- 2) Upon prior agreement with the Company, which will not unreasonably be withheld, the Service Provider may terminate the User Agreement at any time by email notice to the User observing a notice period of one month. Where the User has not specified an email address or the email address is inactive, the Service Provider may post a notice in the User's account to the effect that the account will be deleted after one month. After expiry of the aforementioned period, the User Agreement shall be deemed terminated and the Service Provider is entitled to deactivate and delete the User's account.
- 3) The Service Provider is entitled to deactivate and delete the User's account promptly after termination without additional notice to the User.

V. Miscellaneous

- 1) The User shall inform the Service Provider of any changes in his/her personal data via EquatePlus or via the Call Center without undue delay.

- 2) Any changes and/or additions to this User Agreement, including to this Section, must be in text form to be effective. The legally binding language for the contractual relationship and any communication with the User during the term of the contract is English.
- 3) The User Agreement is subject to the laws of the Federal Republic of Germany exclusively, without giving regard to its rules on conflicts of law.
- 4) If any provision of this User Agreement should be or become ineffective, in part or in full, this does not result in the other provisions being ineffective. The Parties agree to replace the ineffective provision with an effective provision that as closely as possible achieves the sense and purpose - particularly from an economic point of view - of the ineffective provision, or what would have been agreed if the ineffectiveness of the provision had been realized at the time of drafting. The same applies should this User Agreement be found to contain any gap.

B. Instructions on the Right of Revocation

Right of Revocation

You may revoke this agreement in text form (e.g. letter, fax, email) without giving reasons within a period of 14 days. The revocation period commences the day following the receipt of this revocation instruction in text form, but not until conclusion of this agreement and not until the performance of our duties under Art. 246 Sec. 2 in conjunction with Sec. 1 para. 1 and 2 of the Introductory Act to the German Civil Code (EGBGB). The revocation period shall be deemed observed if the declaration of revocation is dispatched within the revocation period. The declaration of revocation is to be addressed to

UBS Deutschland AG
(Hauptniederlassung Frankfurt)
Bockenheimer Landstraße 2-4
60306 Frankfurt am Main
Fax: +49 (0)69 2179-6511
E-Mail: sh-teledienstegesetz@ubs.com

Consequences of Revocation

In case of a valid revocation all mutually received performances as well as any emoluments taken (e.g. interest), are to be restituted, if any. If you are unable or partially unable to retribute the performance or the emoluments to us or can only retribute it in a deteriorated condition, you have to compensate us for the shortfall in value. This could result into your obligation to fulfil the contractual payment obligations for the period until your declaration of revocation in spite of your revocation. All reimbursement obligations must be fulfilled within 30 days. The period commences for you with the dispatch of the declaration of revocation, for us with its reception by us.

Specific notice

Your right of revocation expires early if all contractual obligations are fulfilled by both parties upon your explicit request before you exercise your right of revocation.

C. Important Information for Plan Participants on Banking Business by way of Distance Contracts with UBS Deutschland AG

I. General Information

Name and Address of the Bank

Main Office and responsible Branch

UBS Deutschland AG
(Hauptniederlassung Frankfurt)
Bockenheimer Landstraße 2-4
60306 Frankfurt am Main
Phone: +49 (0)69 2179-0
Fax: +49 (0)69 2179-6511
E-Mail: sh-teledienstegesetz@ubs.com

Legal Representatives of the Bank

Management Board (*Vorstand*): Axel Hörger (Chairman), Dr. Martin Deckert, Carsten Dentler, Stefan Winter

Chairman of the Supervisory Board (*Aufsichtsratsvorsitzender*)

Roland Koch

Principal Business Activities of the Bank

The Bank's corporate purpose is the performance of banking business of any kind as well as activities connected therewith.

Responsible Supervisory Authority

Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*),
Graurheindorfer Straße 108, 53117 Bonn, and Lurgiallee 12, 60439 Frankfurt am Main (Internet: www.bafin.de).

Registration of Principal Branch in the Commercial Register

Local Court (*Amtsgericht*) Frankfurt am Main: HRB 58164

VAT Identification Number

DE 114 104 636

Governing Language

The legally binding language for the contractual relationship and any communication with the customer during the term of the contract is English.

Jurisdiction / Place of Jurisdiction

The contractual agreement and the entire business relationship between the customer and the Bank are generally governed by German law (No. 6(1) of the Bank's "General Business Conditions"). Place of jurisdiction is Frankfurt am Main.

Settlement of Disputes out of Court

Any disputes with the Bank may also be referred for settlement to the Ombudsman of the German private commercial banks. Details are governed by the "Rules of procedure for the settlement of customer complaints in the German private commercial banking sector", which will be made available upon request. Complaints must be addressed in writing to the Customer Complaints Office at the Association of German Banks e.V., PO Box 04 03 07, 10062 Berlin, Germany.

Notice regarding the Existence of Voluntary Deposit Protection

The Bank is a member of the Deposit Protection Fund at the Association of German Banks e.V. (see No. 20 of the Bank's "General Business Conditions").

II. Information regarding the Mandate

Material Service Characteristics

The Bank has been mandated by SAP AG (hereinafter the "Company") to administer its incentive plan "SAP Share Matching Plan" (hereinafter also the "Plan"), mainly via the Bank's 'EquatePlus' administration system. In connection therewith, the administration system will be made available to authorised employees of the Company and its affiliated enterprises ("Participants"). A prerequisite for access to EquatePlus is the allocation of access rights (User-ID and password) by the Bank. The Bank reserves the right to introduce changes to EquatePlus. The Bank does not warrant that EquatePlus will be available at all times. To the same extent as EquatePlus, the Participant can also use the call center of the Bank, especially in cases where EquatePlus is unavailable.

Participants can purchase SAP shares ("Investment Shares") in accordance with the terms of the Plan. The sum to be invested for this purpose will be deducted from the Participants' salaries if possible and if permitted by law. After a 3-year Lock-In Period, the Participants receive free shares ("Matching Shares") on further conditions described in detail in the terms of the Plan.

Upon the first declaration of acceptance with regard to the acquisition of Investment Shares during the offer period for the respective plan

tranche in accordance with the terms of the Plan, every Participant concludes, via EquatePlus or the call center, a trust and custody agreement with the Bank as trustee. The Bank sets up a collective custody account ("Custody Account") to which all shares are booked. In addition, the Bank sets up a clearing account for the custody account in order to process payments relating to the shares or Plan ("Custody-Clearing Account").

Within the framework of the administration of the Plan, the Bank records for each Participant the corresponding number of SAP shares in EquatePlus. Participants obtain legal ownership of their shares, which are recorded in the Custody Account. The Bank holds the shares in own name for the account of the Participant (*authorised trustee*).

The Bank will pass through to the Participants dividends it receives on the shares held in custody in accordance with the Plan.

Should the Participant desire to sell or transfer the shares after expiry of the Lock-In Period, the Bank will execute such sale or transfer, to the extent legally possible, and will, in the event of the sale, transfer any proceeds after deduction of fees and costs of sale (see below) to an account to be designated by the Participant. Transfer requests and sell orders may only be made using EquatePlus or the call center operated by or on behalf of the Bank.

The Bank is responsible for the proper keeping of Participants' accounts. The Bank sends the Participant a transaction confirmation immediately after every transaction relating to the allocation or acquisition of shares under the Plan. In principle, transaction confirmations and annual account statements will be issued via EquatePlus.

The provisions contained below in the section "Contractual Cancellation and Termination Provisions" apply to the termination of the trust and custody agreement.

The Bank is not obligated to verify the compliance of the Participant's instructions with the provisions of the Plan (except for the Lock-In Period). In no event will there be any advice rendered by the Bank with respect to the above transaction alternatives ("*execution only*"). Furthermore, the liability of the Bank has been limited in the trust and custody agreement. In particular, the Bank will be liable for slight negligence only in the event that a fundamental duty has been breached and in this event only limited to foreseeable damages. The foregoing does not apply in the event of death or personal injury.

The details regarding the sale of securities are stipulated in points 1 to 9 of the "Special Conditions for Dealings in Securities".

Notice regarding Risks and Price Fluctuations of Securities

Due to their specific characteristics or the respective actions to be performed, securities transactions entail special risks, in particular, but not limited to, the following:

- risk of changes in quoted prices / decline in share price,
- credit risk (risk of default or risk of insolvency) of the issuer,
- risk of total loss of money invested.

The price of securities on the financial markets is subject to fluctuation upon which the Bank has no influence. The securities transaction cannot be cancelled for this reason. Past returns (e.g. interest, dividends) and value appreciations achieved are not indicative for future returns or value appreciations. General information on placing orders can be found in the "Basic Information on Investments in Securities" booklet, which the Participant receives from the respective custodian bank upon opening a securities account, or which will be sent to the Participant by the Bank on request. A Participant should not engage in securities transactions independently without advice, except if he has sufficient experience or expertise in the area of securities investment.

Fees

The sale of shares is subject to a transaction fee currently amounting to 0.3% of the sales price, plus any third-party expenses (e.g. exchange fees); such transaction fee amounts to a minimum of EUR 20.00 per sale; if the transaction proceeds are lower than EUR 20.00, only 0.3% of the transaction volume will be charged, plus any third-party expenses (e.g. exchange fees).

Transfers in Euros to another bank are not subject to a transaction fee by the Bank. Any transaction fees charged to the Bank by other banks will be charged to the Participant as third-party expenses. In addition, other banks may deduct amounts directly from amounts credited to the Participant.

Notice regarding Taxes and Expenses to be paid by the Participant

Income from securities is generally taxable. Gains from the sale of securities may also be taxable depending on applicable tax law (domestic or international). For example, private investors subject to an unlimited tax liability in Germany will be assessed at a 25% flat withholding tax rate (*Abgeltungsteuer*) plus 5.5% Solidarity Surcharge thereon and church taxes (where applicable) on dividends and capital gains realized upon shares or options received / acquired after December 31, 2008.

Depending on the respective applicable tax law (domestic or foreign), the payment of income or sales profits may be subject to (withholding of) capital yield tax and/or other taxes (e.g. withholding tax pursuant to US tax laws) that must be transferred to the relevant tax authorities and, thus, reduce the amount payable to the Participant.

In case of any questions, the Participant should contact the relevant competent tax authorities or consult with his tax advisers; this applies in particular, if the Participant is subject to taxation abroad.

The Participant bears its own expenses (e.g. telephone calls, mail).

Additional Telecommunication Fees

For the Participant: none

Subcontractors

The Bank shall at its own discretion be entitled to have the services performed either in whole or in part by another company of the UBS group or by a third party.

Payment and Fulfilment of the Contract

The Bank fulfils its obligations under the trust and custody agreement by holding in custody the shares and managing the assets of the Participant in accordance with the agreement. In this regard, the Bank executes the Participant's transfer and sale orders by delivering the securities to the securities account designated by the Participant or by selling the securities and transferring the sale proceeds to the Participant.

Contractual Cancellation and Termination Provisions

The trust and custody agreement between the Participant and the Bank may be terminated by either party after the last Lock-In Period by serving one month's written notice for the end of the month. The right of termination for cause shall remain unaffected. The Bank may, in particular, terminate the trust and custody agreement if the Participant revokes his consent to the sharing of personal data to the extent that such revocation prevents the Bank from properly performing the trust and custody agreement.

The trust and custody agreement automatically terminates upon termination of the agreement between the Company and the Bank relative to the administration of the Plan. If the Company appoints a new service provider, the Bank transfers the shares in the custody account as well as the Participant's share of the Custody-Clearing Account to the collective custody account of the new service provider, less the fees, costs and expenses provided for in the trust and custody agreement.

In addition, the Plan provides that in certain cases, such as the Participant's departure from the SAP Group, the termination of the Plan or the Company's decision to no longer appoint a Plan administrator, the Participant is required to sell or transfer to a private securities account all shares within certain time periods. In these cases, the trust and custody agreement is automatically terminated at the end of the respective period for the sale or transfer of the shares.

In accordance with the terms of the Plan, upon the Participant's instruction and to the extent legally permissible, the Bank will transfer the shares to a securities account to be designated by the Participant or, following the sale of the shares, the Bank will transfer the sale proceeds to an account to be designated by the Participant, after deduction of the fees and costs of sale (see above). If, in the above cases, the Participant fails to provide the Bank in good time with his account/securities account details in accordance with the terms of the Plan, the shares will be sold by the Bank and the sale proceeds transferred, with discharging effect, to the Participant's last salary account, after deduction of the sale fees and costs of sale. If a transfer to the last salary account is impossible, the Bank will pay the sale proceeds to the Company or one of its affiliated enterprises, which, if necessary, will hold these sale proceeds in trust until the expiry of the three-year statutory limitation period and then collect them for the benefit of the Company or the affiliated enterprise.

Otherwise, the terms of the Plan and the trust and custody agreement will apply.

Minimum Term of Contract

No minimum term is provided for.

Languages and other Rights and Obligations of the Bank and the Participant

The basic rules applicable to the entire business relationship between the Bank and the Participant are the trust and custody agreement and the terms communicated to you.

The conditions communicated by the Bank (Special Conditions for Dealings in Securities, Order Execution Principles, Principles Governing the Protection of Customers' Interests, General Business Conditions, General Customer Information and Important Information for Plan Participants on Banking Business by way of Distance Contracts with UBS Deutschland AG) are available in German, French, Polish, Slovak, Slovenian, Chinese, Danish, Dutch, Spanish, Czech, Serbian, Turkish, Thai, Russian and English.

The trust and custody agreement with UBS Deutschland AG is available in German, French, Polish, Slovak, Slovenian, Chinese, Danish, Dutch, Spanish and English.

The Bank's communication is generally carried out in English. Communication via the call center can, however, take place in the following languages: German, Italian, Spanish, French and English. If necessary, the call center can employ a translator for many other languages. EquatePlus is available in German, English, French, Polish, Chinese, Dutch, Czech, Turkish, Hungarian, Portuguese and Japanese.

III. Information on Peculiarities of the Distance Contract**Information on the Entering into Force of a Mandate by way of a Distance Contract**

The Participant expresses his intent to enter into the trust and custody agreement as described in the section "Material Service Characteristics" via EquatePlus or the corresponding call center. The contract is entered into at the latest upon the Bank's implementation of the trust and custody agreement. Any order to sell or any other order to transfer becomes valid and binding upon giving an electronic instruction/mandate via EquatePlus or upon giving an instruction via the call center.

Revocation Provision**Revocation Right**

You may revoke the trust and custody agreement in writing (e.g. letter, fax, e-mail) within 14 days, without stating reasons. The revocation period begins upon receipt of this provision in written form, but not however before the conclusion of the contract and not before the performance of our information obligations in accordance with Article 246 para. 2 in conjunction with para. 1 (1) and (2) of the Introductory Act of the German Civil Code (EGBGB). For the observance of the revocation time-limit, the timely sending of the revocation will suffice. The revocation should be sent to:

UBS Deutschland AG
(Hauptniederlassung Frankfurt)
Bockenheimer Landstraße 2-4
60306 Frankfurt am Main

Fax: +49 (0)69 2179-6511

E-Mail: sh-teledienstegesetz@ubs.com

Consequences of Revocation

In the event of valid revocation, any services already received and any benefits (e.g. interest) obtained must be returned. If you cannot return to us the received services or benefits (e.g. benefit of use) or can only return them in part or in worse condition, then you must immediately pay us compensation in this regard. This may mean that you must nonetheless fulfil the contractual payment obligations for the period up to the revocation. Obligations to refund payments must be fulfilled within 30 days. The 30-day period begins for you when you send your revocation notice; it begins for us upon receipt of the same notice.

Special note

Your revocation right expires in advance if the contract is fully performed by both parties, at your express wish, before you have exercised your revocation right.

END OF THE REVOCATION PROVISION

Please note that in accordance with Section 312d para. 4 (6) of the German Civil Code (BGB), you have no right of revocation in connection with financial services, whose price on the financial market is subject to fluctuation during the revocation period and over which the Bank has no control. This applies in particular to services that relate to shares.

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Postfach 10 20 42
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