

This purchase offer is directed exclusively at holders of UniCredit Bank Austria AG's rights of subsequent improvement

**Not for distribution in the United States, Canada, Japan, and Australia
(Please note the disclaimer and risk warnings)**

Voluntary public partial purchase offer

**of
Small & Mid Cap Investmentbank AG, München
to the**

**holders of UniCredit Bank Austria AG rights of subsequent improvement with ISIN
AT0000A0AJ61**

For the purchase of in total up 150.000 pieces UniCredit Bank Austria AG rights of subsequent improvement at a price of EUR 3.00 per right of late improvement

Acceptance period:
08.04.2026 until 29.04.2026, 6:00 pm

1. Overview

1.1. Subject of the Offer

This offer constitutes a partial tender offer by Small & Mid Cap Investmentbank AG, Munich (hereinafter the "Bidder") to acquire up to 150,000 (in words: one hundred fifty thousand; hereinafter the "Offer Volume") improvement rights of UniCredit Bank Austria AG with ISIN AT0000A0AJ61 (hereinafter "Improvement Rights" or "Securities"), including all rights associated therewith as of the date of settlement of the Offer, from the holders of the Improvement Rights (hereinafter "Holders") at a price of EUR 3.00 (in words: three euros) in cash per improvement right (hereinafter the "Offer Price").

The Bidder will consider the acceptance notices in the order in which they are received (on a "first-come, first-served" basis). The Bidder reserves the right to shorten or extend the acceptance period and/or to increase the purchase quota; however, this does not impose any obligation on the Bidder to make such an increase.

ISIN: AT0000A0AJ61, rights of subsequent improvement of UniCredit Bank Austria AG

Price: EUR 3.00 in cash for each right of subsequent improvement

Volume: up to 150,000 pieces

Acceptance period: April 8, 2026, through April 29, 2026, at 6:00 p.m. CEST, subject to shortening or extension and an earlier deadline for confirmation set by the custodian banks.

1.2. Bidder

The Bidder, Small & Mid Cap Investmentbank AG, is a securities firm within the meaning of Section 2(17) of the German Securities Trading Act (WpIG), which is subject to supervision by the German Federal Financial Supervisory Authority (BaFin). The Bidder (HRB 193714, Munich) has its registered office at Barer Str. 7, 80333 Munich. This offer is made in the name of the Bidder but on behalf of a client (the "Client") of the Bidder.

1.3. Fees / Bank Charges

The bidder shall cover the transfer costs (bank fees) up to a maximum of EUR 10.00 per securities account if at least 50 rights to improvement per securities account have been transferred to the bidder. Custodian banks may also process smaller quantities; however, the bidder will not cover any transfer costs for such transactions. Custodian banks must request reimbursement of the commission from the bidder no later than two weeks after the end of the acceptance period. Otherwise, no further costs or fees will be covered.

1.4. Publication

All publications and notices required in connection with this offer will be made in German in the German Federal Gazette and on the Internet at <http://www.smc-investmentbank.de>. The publication in German in the German Federal Gazette is the sole legally binding version for all publications and notices required in connection with this offer.

Furthermore, the offer will not be published elsewhere. The publication of the offer document on the Internet and in the Federal Gazette is not intended to constitute the submission of the offer, a publication of the offer under foreign law, or public solicitation.

1.5. Terms and Conditions

The Offer relates exclusively to the acquisition of up to 150,000 rights to improvement with the ISIN AT0000A0AJ61. The bidder reserves the right to withdraw from the Offer, and accepting holders are entitled to a right of withdrawal in accordance with Section 2.4. The offer and the contracts concluded under the offer are governed exclusively by German law, excluding its conflict of laws provisions, and the terms set forth in the offer announcement. The provisions of the German Securities Acquisition and Takeover Act (WpÜG) do not apply to this offer.

2. Processing of the Offer

2.1. Start and end of the acceptance period

The acceptance period begins on April 8, 2026, with the publication of the offer in the Federal Gazette at <http://www.bundesanzeiger.de>, and ends, subject to an extension of the acceptance period, on April 29, 2026, at 6:00 p.m. (Central European Summer Time, CEST), subject to early closure. The Bidder has also expressly reserved the right to extend the acceptance period.

The Bidder will make use of the option to shorten the offer period in particular if, during the offer period, the claims for rectification prove to be worthless as a result of the pending review proceedings to determine a possible rectification or due to other factors.

2.2. Declaration of Acceptance of the Offer

Holders of the securities must declare their acceptance by submitting a written declaration of acceptance to their custodian bank or a custodian investment firm (hereinafter "custodian institution"). To accept the offer, holders of the securities must

1. declare their acceptance in writing to the custodian institution and
2. have their rights to improvement with ISIN AT0000A0AJ61, for which acceptance of the tender offer is to be declared, marked as restricted by their custodian bank, ensuring that these rights to improvement cannot be sold elsewhere, either on or off the exchange, until the tender offer has been settled.

Acceptance of the purchase offer becomes effective only if the holders of the rights of improvement have submitted a written declaration of acceptance of the purchase offer to their custodian institution by the end of the acceptance period at the latest, and the custodian institution has completed the entry of the blocking notation. The bidder shall not be liable if holders have submitted defective or incorrect declarations of acceptance to their custodian institution.

By accepting the offer, the holders instruct their custodian institution and authorize it to initially leave the rights to rectification specified in the declaration of acceptance in their custody account, but to mark them with a corresponding blocking notation. Furthermore, the holders accepting the offer instruct and authorize their custodian institution to accept the offer, exempting it from the restrictions of Section 181 of the German Civil Code (BGB), to take all necessary or appropriate actions to execute this offer, as well as to issue and receive declarations, in particular to effect the transfer of ownership of the submitted rights of rectification to the Bidder. By accepting the offer, the respective holders accepting the offer declare that the submitted rights to additional work are their sole property and are free from any rights or claims of third parties.

The instructions, declarations, authorizations, orders, and powers of attorney set forth in the preceding paragraphs are irrevocably granted in the interest of the smooth and expeditious execution of this offer.

2.3. Processing of the offer by the custodian institutions for acceptance of the offer, payment of the offer price

Custodian banks are requested to notify the bidder by 5:00 p.m. on the banking business day following the end of the acceptance period, at the latest, of the number of rights to additional shares for which the holders have declared their acceptance of the offer to the custodian bank within the deadline and for which a blocking notation has been entered within the deadline. The custodian banks should send their notifications by email to kontakt@smc-investmentbank.de.

In addition, the custodian banks are requested to notify the bidder, along with the notification of the number of rights to tender additional shares as described in the preceding paragraph, to which account at the custodian bank the bidder should transfer the offer price for the rights to tender additional shares.

No later than the fourth banking business day following the end of the acceptance period, the bidder will notify the custodian institutions that have registered rights to accept the tender offer of any over-subscription.

Upon submitting the acceptance declaration, each accepting holder shall provide the instructions, authorizations, orders, and powers of attorney necessary for the further processing of the offer and shall make the declarations listed therein.

The conditions that must be cumulatively met for the transfer of the rights to rectify defects to the bidder are:

1. the expiration of the acceptance period,
2. the bidder's confirmation to the custodian banks of its acceptance of the rights to subsequent improvements, in any event to the extent that this offer is accepted, and
3. Payment of the offer price to the account specified by the relevant custodian bank.

Payment of the offer price is expected to be made by bank transfer on the fifth banking day following the expiration of the acceptance period.

The custodian banks are requested to immediately transfer the rights to improvement for which the bidder has declared acceptance and for which the bidder has transferred the offer price to the respective

custodian bank to CBF account 6041 at Bankhaus Gebr. Martin AG (BIC MARBDE6G) with a value date of t+2.

In this regard, transactions with banks involve advance payment (payment prior to delivery). To the extent that rights to subsequent improvement could not be taken into account in the event of an oversubscription of the offer, the custodian banks are requested to remove the blocking notation from the remaining rights to subsequent improvement submitted for acceptance. With regard to those rights to rectification for which the offer was accepted during the acceptance period, the transfer of the offer price will therefore be instructed to the custodian banks without delay, i.e., expectedly on the fifth banking business day following the expiration of the acceptance period. In the event of an oversubscription of the offer, the payment of the offer price—which must still be made immediately—may be delayed by a few days for technical settlement reasons. Upon crediting the respective custodian bank, the bidder has fulfilled its obligation to pay the offer price to the holder of the rights to additional shares who accepted the offer, even if a third party were to pay the offer price on behalf of the bidder. It is the responsibility of the respective custodian bank to credit the cash payment to the accepting holder of the rights to additional shares.

Upon acceptance of this offer, a purchase and transfer agreement regarding the submitted improvement rights shall be concluded between the accepting holder of such rights and the bidder in accordance with the terms of this offer. The transfer of ownership takes place upon the registration of the submitted rights to rectification in the bidder's securities account. Upon the transfer of ownership of the respective rights to rectification, all ancillary rights existing at the time of the transfer of ownership shall also pass to the bidder.

If, within the scope of this offer, declarations of acceptance for more rights to improvement than specified in the offer volume are submitted via the custodian institutions, the following shall apply:

If holders accept this offer for a total number of units exceeding the limit specified in this purchase offer, the declarations of acceptance will be considered in the order in which they are received (first-come, first-served principle). If the offer is oversubscribed, the bidder reserves the right to shorten the acceptance period and/or increase the acquisition quota; however, this does not impose any obligation on the bidder to make such an increase.

The bidder will cover transfer fees (bank commission) of up to a maximum of EUR 10.00 per securities account if at least 50 rights to improvement per securities account have been transferred to the bidder. The Bidder will not cover any costs exceeding this amount. Holders who wish to accept this offer are advised to clarify in advance with their custodian bank any costs that may arise from accepting the offer.

2.4. Right of Withdrawal

The Bidder is entitled to withdraw from the purchase and transfer agreement concluded with an accepting holder regarding the submitted rights of improvement if the submitted rights of improvement have not been received in the Bidder's designated securities account at Bankhaus Gebr. Martin AG. The withdrawal must be declared to the respective custodian bank of the accepting holder of the rights to additional shares, which the accepting holder authorizes to receive such notice in the declaration of acceptance.

Each accepting holder is entitled to withdraw from the purchase and transfer agreement concluded with the Bidder regarding the submitted rights of improvement if the offer price has not been received by the tenth banking business day following the end of the acceptance period in the account designated in the declaration of acceptance at the custodian bank. The custodian bank must notify the bidder of the withdrawal. By submitting the declaration of acceptance, the accepting holders authorize the custodian bank to do so.

If the bidder or an accepting holder exercises the right to withdraw from this offer, the offer will not be settled with respect to the improvement rights submitted by the accepting holder.

3. Disclaimer, Risk Notice, and Other Information

3.1. Disclaimer

This offer is not directed at “U.S. Persons” as defined in the U.S. Securities Act of 1933 (as amended) or at persons domiciled or habitually resident in the United States of America, Australia, Canada, and/or Japan, and may not be accepted by such persons.

Holders of rights to improvement who have their domicile, registered office, or habitual residence outside the Federal Republic of Germany should note the information contained in this offer and must inform themselves of any restrictions that may apply to the acceptance of this offer.

This offer is not intended for publication, transmission, distribution, or dissemination outside the European Union. In jurisdictions other than the Federal Republic of Germany, the publication, transmission, distribution, or dissemination of this offer or the acceptance of the offer may be subject to legal restrictions.

The bidder assumes no responsibility for any violation of legal provisions (in particular regulatory and/or capital markets law provisions) by third parties.

3.2. Publication of the final results:

There are no plans to publish the final results.

3.3. Evaluation of the Offer / Risk Disclosure

The holders are responsible for evaluating the offer on their own and should seek expert advice if necessary. The bidder makes no recommendation to holders of rights to improvement regarding the Offer. The Bidder does not provide, nor will it provide in the future, any recommendations or advice to holders of rights to improvement regarding the Offer or whether accepting it would be in the best interest of the respective holders.

The provisions of the German Securities Acquisition and Takeover Act (WpÜG) do not apply to this offer. This offer was therefore not submitted to the Federal Financial Supervisory Authority (BaFin) for review, approval, or examination. No registrations, approvals, or authorizations for the offer have been applied for, initiated, or granted outside the Federal Republic of Germany.

Unless expressly stated otherwise, all information, views, intentions, and forward-looking statements contained in this offer are based on the information and plans currently available to the bidder, as well as on certain assumptions made by the bidder at the time of publication of this offer, which may change in the future. The bidder expressly notes that forward-looking statements do not constitute assurances that the relevant future events will occur or that future business performance will materialize.

The bidder will not update this offer.

To the extent that the bidder does not expressly offer to assume any obligation in connection with this Offer, the bidder excludes any obligations and/or liability arising from or in connection with this Offer, to the extent such exclusion is legally permissible (in particular, liability for gross negligence and/or for injury to life, limb, and/or health remains unaffected).

3.4. Questions

If you have any questions, please feel free to contact us using the following information:

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Germany
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Munich, April 2026

**Small & Mid Cap Investmentbank AG
The Board of Directors**