

Impel Concludes Standby Underwriting Agreement

Current Report No. 22/2003

Under the agreement, the Company and each of the Shareholders undertook that in the period of 12 months as of the allotment of the Series D shares they would not issue, sell and grant call options or publicly announce an intention to perform any of such actions without a prior written consent of CA IB Securities SA. Furthermore, both the Company and each of its Shareholders made a number of representations and warranties to the underwriters as to the reliability of the prospectus and the circumstances which might have a bearing on the success of the issue.

The Company and each of the Shareholders also undertook that within nine months of the allotment of the Series D shares they would procure the conversion into bearer shares of such a number of Series C shares which would result in no more than 5,000,000 (five million) Series C shares continuing as preference shares.

The obligations of the underwriters specified in the agreement are subject to non-occurrence, as of the allotment date of the Series D shares, of any material adverse change or a circumstance which may directly result in occurrence of such a change in the situation, income, business or outlook of the Company and confirmation of the correctness of the representations and warranties made by the Company and the Shareholders. The underwriters may also terminate the agreement in similar circumstances.

The basic terms and conditions of financing of the aforementioned agreement are presented in the appendix.

Executive Board of IMPEL SA