

This document constitutes a base prospectus (the "**Base Prospectus**") for the purpose of Art. 8 (1) of Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). The Base Prospectus relates to the Bond Linked Equity Securities (the "**Securities**") issued from time to time by UniCredit Bank AG ("**HVB**", "**UniCredit Bank**" or the "**Issuer**") under the Euro 50,000,000,000 Debt Issuance Programme (the "**Programme**").



UniCredit Bank AG
Munich, Federal Republic of Germany

Base Prospectus

for the issuance of

Bond Linked Equity Securities
under the Euro 50,000,000,000 Debt Issuance Programme

8 April 2020

This Base Prospectus has been approved by the Commission de Surveillance du Secteur Financier ("**CSSF**") as the competent authority under the PR. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency by the PR. Such approval shall not be considered as an endorsement of the Issuer and of the quality of the Securities that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Securities.

By approving a prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer pursuant to Article 6(4) of the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*).

Under this Base Prospectus the Issuer may issue new Securities under the Programme or increase the issuing volume of Securities which have already been issued. The Issuer may apply for the admission to trading on a regulated market, third country market, a multilateral trading system and/or another exchange or another market and/or trading system for the Securities.

The validity of the Base Prospectus ends on 8 April 2021. From this point in time, the obligation to supplement the Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

The information on any website included in the Base Prospectus, except for the websites specified herein in the context of the documents incorporated by reference, do not form part of the Base Prospectus and has not been scrutinised or approved by the CSSF.

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I. GENERAL DESCRIPTION OF THE PROGRAMME

A. General Description of the 50,000,000,000 Debt Issuance Programme

The UniCredit Bank AG (the "**Issuer**") continuously and repeatedly issues securities in the form of non-equity securities under its "Euro 50.000.000.000 Debt Issuance Programme" (the "**Programme**"). This includes Bond Linked Equity Securities.

The establishment of the Programme and the issue of Securities under the Programme were duly authorised by the Group Asset/Liability Committee (ALCO), a subcommittee of the Management Board of the Issuer, on 17 April 2001. The full EUR 50,000,000,000 authorisation amount of the Programme may also be applied for issuances under other base prospectuses of the Issuer, however, the aggregate utilised amount of the Programme together with any other base prospectuses of the Issuer under the Programme will not exceed EUR 50,000,000,000.

B. Overview of the Securities described in this Base Prospectus

Bond Linked Equity Securities (the "**Securities**") are structured notes or certificates. This means the redemption of the Securities and other payments under the Securities depend upon the performance of a Reference Asset and a share, an index and a fund share, (each of them an "**Underlying**"). A detailed description of the Reference Asset and Underlyings can be found in section "V.B. Information on the Reference Asset" on page 63 and "V.C. Information on the Underlying" on page 63.

The Securities are not capital protected. This means that the Securities can be redeemed at an amount lower than the Nominal Amount or Issue Price of the relevant Securities. In certain cases, a total loss of the amount paid to purchase the Securities is possible. **Comment on this point:** The amount paid to purchase the Securities includes here and below all costs related to the purchase. The Securities are issued as bearer bonds within the meaning of § 793 German Civil Code (Bürgerliches Gesetzbuch, "**BGB**") and will be represented by a global note. The right to receive Securities in definitive form is excluded. A detailed description of the Securities can be found in section "VI. DESCRIPTION OF THE SECURITIES" on page 64 et seq.

The Securities differ in particular in their Payment Profile and can be issued in different variants (the "**Product Types**"):

- Bond Linked Equity Securities (Product Type 1)
- All Time High Bond Linked Equity Securities (Product Type 2)
- Win-Win Bond Linked Equity Securities (Product Type 3)

GENERAL DESCRIPTION OF THE PROGRAMME

A more detailed description of how the Securities function can be found in section "VI. DESCRIPTION OF THE SECURITIES" on page 64 et seq. of this Base Prospectus. It is highly recommended to read the risk factors regarding the Issuer and the Securities in section "II. RISK FACTORS" on pages 9 et seq. thoroughly at the same time. An investment in the Securities is only suitable for investors, who understand the nature of such Securities and the extent of the incorporated risk and who have sufficient knowledge, experience and access to professional advisors (including their financial, accounting, legal and tax advisors) in order to form their own legal, tax, accounting and financial opinion upon the existing risks in relation to the Securities.

C. Further information of the Securities, public offering and trading

The Issuer intends to publicly offer the Securities for sale and/or to apply for admission to trading of the Securities in Bulgaria, Croatia, the Czech Republic, Hungary, Luxembourg, Poland and the Slovak Republic (the "**Offering Countries**"). For this purpose, the Issuer has prepared and published this Base Prospectus for Bond Linked Equity Securities (the "**Base Prospectus**").

The Issuer may apply for admission to trading on a regulated market, a third country market, a multilateral trading system and/or another exchange or another market and/or trading system for the Securities. A detailed description of the Terms and Conditions for admission to trading and the trading rules can be found in section "IV.B.1 Admission to trading and listing of the Securities" on page 54.

II. RISK FACTORS

The following is a disclosure of Risk Factors that, in the opinion of the Issuer, are material with respect to the Issuer and to the Securities in order to assess the risk associated with these Securities.

Potential investors should be aware that the Securities may decline in value and that the sum of amounts distributed under the Securities may be below the value that the respective Security Holder spent for the purchase of the Securities (including any Incidental Costs) (the "**Purchase Price**"). As a result, the respective Security Holder may sustain a **partial loss** (e.g. in the case of an unfavourable performance of the Reference Asset or the Underlying) or **total loss** (e.g. in the case of a substantially unfavourable performance of the Reference Asset or of an insolvency of the Issuer) of his investment.

A. Specific material risks related to the Issuer

The risk factors related to the Issuer as set out on pages 4 to 10 of the Registration Document of the Issuer dated 21 October 2019 (the "**Registration Document**") are hereby incorporated by reference into this Base Prospectus. A list setting out all information incorporated by reference is provided in section "XIII.C. Information incorporated by reference in this Base Prospectus" on page 210 et seq.

Potential investors should consider these risk factors since they contain information on risks which may materially adversely affect the assets, liabilities and the financial position of the Issuer and its ability to fulfil its obligations arising from the Securities.

B. Specific material risks relating to the Securities

The following risk factors are presented in five risk categories (section 1. to 5) depending on their nature. In each risk category, the most material risk factor is described first. The assessment of materiality of the risk factors has been made by the Issuer as of the date of this Base Prospectus on the basis of the probability of their occurrence and the expected magnitude of their negative impact. The magnitude of the negative impact of each of the below risk factors on the relevant Securities is described by reference to the magnitude of potential losses of the invested capital (including a potential total loss), the incurrence of additional costs in relation to the Securities or limitations of returns on the Securities. An assessment of the probability of the occurrence of risks and the magnitude of the negative impact also depends on the relevant Underlying and the Reference Asset, the relevant parameters with regard to the Product Type set out in the relevant Final Terms and the circumstances existing as of the date of the relevant Final Terms.

Potential investors should only invest in the Securities, if they understand the risks and characteristics of the Securities. To better understand these risks, potential investors should study the description of the Securities in section "VI. DESCRIPTION OF THE SECURITIES" on page 64 et seq, the relevant terms and conditions of the Securities (the "**Terms and Conditions**") in section "VII. CONDITIONS OF THE SECURITIES" on page 77 and, in addition, the relevant Final Terms.

1. Risk related to the rank and characteristic of the Securities in the case of a failure of the Issuer

In the following section, the specific risk factors related to the Securities are described.

a) Insolvency risk and risks in relation to resolution measures in relation to the Issuer

The Security Holders bear the risk of the insolvency of the Issuer. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail.

The Issuer, as part of an internationally active group of banks, is subject to a variety of risks (see section "II.A. Specific material risks related to the Issuer " on page 10 et seq). These risks may, individually or combined, lead to the Issuer being unable, or only partially able to fulfil its obligations resulting from the Securities or it is unable to do so when they become due. This may occur when the Issuer becomes insolvent (*zahlungsunfähig*) or overindebted (*überschuldet*).

In case insolvency proceedings are opened against the Issuer, Security Holders can only assert their claims pursuant to the German Insolvency Code (*Insolvenzordnung*). The Security Holders will in that case receive an amount which is determined pursuant to the insolvency ratio (*Insolvenzquote*). This amount will regularly be substantially less than the amount the Security Holder has paid for the purchase of the Securities. An insolvency of the Issuer may even lead to the complete loss of the amount paid by the Security Holder for the purchase of the Securities.

Due to its status as a CRR credit institution¹ legal provisions included in

- the European Regulation (EU) No 806/2014² ("**SRM**"), and
- the German Restructuring and Resolution Act (*Sanierungs- und Abwicklungsgesetz – "SAG"*),

give the competent resolution authority the right to implement, *inter alia*, the following resolution measures against the Issuer. These measures can be detrimental to the interests of the Security Holders.

The resolution authority in relation to the Issuer is the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – "BaFin"*). BaFin may, in certain cases which are set out in the SAG, convert claims of the Security Holders resulting from the Securities into shares in the Issuer (e.g. stocks). In that case, Security Holders would bear the same risks as any other shareholder of the Issuer. In such a situation, the price of the Issuer's shares will regularly have fallen significantly beforehand. This means that the Security Holders will most likely incur a loss under these circumstances.

The Nominal Amount of the Securities may be completely or partially reduced. In that case, Security Holders will receive a lower or no repayment of the capital amount of the Securities.

The resolution authority may also amend the Terms and Conditions. It may for example postpone the redemption of the Securities. In that case, the Security Holders will receive payments under the Securities at a later point in time than originally scheduled.

¹ Within the meaning of section 1 para. 3d sent. 1 of the German Banking Act "**CRR**" means the European Capital Requirements Regulation (EU) No. 575/2013.

² Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.

The prerequisites for a resolution are met under the SAG when the resolution authority determines that the Issuer is failing or likely to fail.

In case the resolution authority exercises any resolution measures, the Security Holders bear the risk of losing their claims resulting from the Securities. This pertains in particular to claims for payment of the Redemption Amount or payment of interest or other payments under the Securities.

This means that there is a substantial risk of loss for the Security Holder, including a **risk of total loss**.

The German Credit Institution Reorganisation Act (*Kreditinstitute-Reorganisationsgesetz – KredReorgG*), which applies to the Issuer, also enables the BaFin to interfere with the claims of Security Holders resulting from the Securities issued under this Base Prospectus. This will happen as part of a reorganisation proceeding. These measures may include the reduction of claims of the Security Holders arising from the Securities as well as the suspension of payments. Security Holders bear the risk of losing their claims resulting from the Securities. This means that there is a substantial risk of loss for the Security Holder, including a **risk of total loss**.

If there is a threat regarding the fulfilment of the obligations of the Issuer, BaFin can take certain measures, including a temporary decree which prohibits further payments by the Issuer. For the duration of the prohibition of payments, the Security Holders cannot claim any payments resulting from the Securities from the Issuer.

b) No deposit protection and no compensation scheme

The Obligations of the Issuer under the Securities are not secured, guaranteed by third parties or protected by any deposit protection or compensation scheme.

Therefore in case of insolvency of the Issuer, the following applies: Security Holders are not entitled to any compensation or other compensation for the loss of the amount paid by the Security Holders for the purchase of the Securities.

2. Risks related to the Payment Profile of the Securities

The Terms and Conditions set out specific payment formulas and mechanisms (the "**Payment Profiles**") for individual Product Types and Underlying. The individual Product Types and Payment Profiles are further described in section "VI. DESCRIPTION OF THE SECURITIES" on page 64.

Bond Linked Equity Securities are securities whose redemption depends on two components: i) the Reference Asset and ii) the Underlying. Any investment in Bond Linked Equity Securities is associated with the following risks related to its both redemption components: the Reference Asset-linked redemption component and the Underlying-linked redemption component.

With regard to the risks of the Reference Asset and the performance of the Underlying, potential investors should consider the description of the risks that have a material effect on the Reference Asset and the Underlying in section "II.B.4 Risks related to the Reference Assets" on page 25 et seq. and section "II.B.5 Risks related to the Underlying" on page 29 et seq.

a) Risks related to the Reference Asset-linked redemption component

The Issuer's payment obligations are limited to the amounts which a holder of the Reference Asset actually receives under the Reference Asset within a certain period preceding the payment date under the Securities. The minimum redemption amount under the Bond-linked Equity Securities (the "**Conditional Minimum Redemption Amount**") will only be paid if a holder of the Reference Asset actually receives the amount due under the Reference Asset (which will be reduced by all costs incurred in relation to the Reference Asset) within a certain time period preceding the Securities Final Payment Date.

The Securities are associated with the risk of an early redemption following the occurrence of a Risk Event.

A Risk Event is a credit event in respect of the Reference Entity, the Reference Asset or any of the Reference Entity's obligations (either directly or as provider of a guarantee). The applicable "**Risk Event**" will be specified in the Final Terms and may include any of, or several of, the following: Bankruptcy, Failure to Pay, Governmental Intervention or Restructuring.

In the case of an early redemption following a Risk Event, the amount payable under the Securities will be calculated by reference to the market value of the Reference Asset assessed by means of an auction procedure specified in the Terms and Conditions minus all costs incurred in relation to the Reference Asset and the auction (the "**Acceleration Redemption Amount**").

Such early redemption amount may be substantially less than the Conditional Minimum Redemption Amount under the Securities at maturity and may even be zero.

b) Risks related to the Pledge and Trust Agreement

As guarantee for the payment of the Conditional Minimum Redemption Amount the Reference Asset shall be pledged to a Trustee for the benefit of the Security Holders. In case of failure to pay or insolvency of the Issuer ("**Enforcement Event**") the Reference Asset shall be enforced by the Trustee. In the case of Enforcement Event the Securities Holders bear the risk that the enforcement amount based on the market value of the Reference Asset is substantially less than the Conditional Minimum Redemption Amount. Moreover, the Trustee is entitled to retain from the proceeds of the enforcement an amount equal to its outstanding fees and expenses, so that the amount payable to the Security Holders may be less than the Conditional Minimum Redemption Amount even if the enforcement amount is no less than the Reference Asset face value.

Should the net enforcement proceeds be less than the Conditional Minimum Redemption Amount the Security Holders may lose a significant portion of the amount paid to purchase the Securities.

Moreover, enforcement of the pledge would be subject to defences under German law which are generally available to a pledgor against an enforcement of a pledge, and may be subject to legal challenge in insolvency as well as to restructuring measures taken by any competent regulatory authority including any administrative body under the German Restructuring and Resolution Act (Sanierungs- und Abwicklungsgesetz – SAG). Enforcement of the pledge is subject to the detailed provisions contained in the Trust Agreement and the Pledge Agreement which also include certain limitations. If a court were to find the pledge void or unenforceable or if corresponding restructuring (including creditor participation) measures would be taken by any competent regulatory authority including any administrative body under the German Restructuring and Resolution Act (Sanierungs- und Abwicklungsgesetz – SAG), then the Security Holder would cease to have any claim in respect of the pledge and would solely be an unsecured creditor of the Issuer.

c) Risks related to the Underlying-linked redemption component

The Underlying-linked redemption component amounts or additional amounts, as the case may be, will be determined by reference to an Underlying using a payment formula and other conditions, as specified in the Final Terms. This brings in addition to the risks that arise in connection with the Securities themselves, further significant risks. Potential investors should only invest in the Securities if they have fully understood the applicable payment formulas.

Specifically, with regard to the individual Product Types, the following risks arise:

Risks related to the Underlying-linked redemption component of Product Type 1

In the case of Bond Linked Equity Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital.

In the case of Bond Linked Equity Securities, if there is a negative performance of the Underlying, there is a risk that the resulting loss of capital will be disproportionately higher compared to the performance of the Underlying, in case the Participation Factor specified in the Final Terms is greater than one (1) or greater than one-hundred per cent (100%), respectively.

Risks related to the Underlying-linked redemption component of Product Type 2

In the case of All Time High Bond-linked Equity Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital.

In the case of All Time High Bond-linked Equity Securities, if there is a negative performance of the Underlying, there is a risk that the resulting loss of capital will be disproportionately higher compared to the performance of the Underlying, in case the Participation Factor specified in the Final Terms is greater than one (1) or greater than one-hundred per cent (100%), respectively.

Risks related to the Underlying-linked redemption component of Product Type 3

In the case Win-Win Bond Linked Equity Securities there is the particular risk that the price of the Underlying stagnates during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital.

In the case of Win-Win Bond Linked Equity Securities, if there is a negative performance of the Underlying, there is a risk that the resulting loss of capital will be disproportionately higher compared to the performance of the Underlying, in case the Participation Factor specified in the Final Terms is greater than one (1) or greater than one-hundred per cent (100%), respectively.

d) Risks arising from the influence of the Underlying on the market value of the Securities

Potential investors should be aware that the market value of the Securities may be very volatile partially depending in addition the Reference Asset on the volatility of the Underlying.

The market value of the Securities is influenced by changes in the price of the Underlying to which the redemption under the Securities is partially linked. The price of the Underlying may depend on a number of inter-related factors, including economic, financial and political events and their general effect on capital markets and on the relevant stock exchanges. It is not possible to predict how the price of the Underlying will develop in the future.

Potential investors should note that whilst the market value of the Securities is partially linked to the value of the Underlying and may be negatively influenced by it, not any change may be equally influencing and may lead to disproportionate changes. The value of the Securities may drop while at the same time the price of the Underlying may increase in value. Especially for Underlyings with a high volatility this may lead to redemption amount or additional amounts payable and/or the value of Underlyings under the Securities being significantly less than the value of the Underlying prior to the relevant observation date might have suggested.

e) Risks arising from the fact that the valuation of the Underlying occurs only at a specified date or point in time

The Underlying-linked redemption component amounts or additional amounts, as the case may be, may be calculated by reference to a valuation of the Underlying on an observation date as specified in the Final Terms and may not consider the performance of the Underlying prior to such observation date. Even if the Underlying performed positively up to the period prior to the observation date and if the value of the Underlying only decreased on such an observation date, the

calculation of the Underlying-linked redemption component amounts or additional amounts only grounds on the value of the Underlying on the relevant observation date. Especially for Underlyings showing a high volatility this may lead to Underlying-linked redemption component amounts or additional amounts being significantly less than the value of the Underlying on the observation date has suggested. Where the Underlying comprises more than one component, the positive performance of one or more components of the Underlying may be outweighed/eliminated by a negative performance of other components.

f) Risks arising from the impact of thresholds or limits

If specified in the Final Terms, any Underlying-linked redemption component amounts or additional amounts only may be payable if certain thresholds or limits have not been reached in accordance with the Final Terms. If the respective threshold or limit, as specified in the Final Terms, has been reached, the respective Security Holder is not entitled to receive the amount specified in the Final Terms.

g) Risks in relation to a Participation Factor

The application of a Participation Factor within the calculation of Underlying-linked redemption component amounts or additional amounts, as specified in the Final Terms, results in the Securities granting a participation in the relevant performance corresponding to the Participation Factor in accordance with the Final Terms. If the Participation Factor is less than 1, a Security Holder may therefore, in the event that the Underlying performs favourably from its point of view, participate in the performance to a smaller extent in accordance with the applicable Participation Factor as specified in the Final Terms. If the Participation Factor is greater than 1, the Security Holder may, in the event that the Underlying performs unfavourably from its point of view, bear an increased risk that no underlying-linked redemption component amounts or additional amounts will be paid.

h) Risks due to a limitation of potential returns to a Maximum Additional Redemption Amount or due to other limitations

Potential investors should be aware that the Underlying-linked redemption component amounts or additional amounts to be payable according to the Final Terms, may be limited to the Maximum Additional Redemption Amount, as provided for in the Final Terms. As a consequence, the potential return from the Securities is in such case limited to the Maximum Additional Redemption Amount.

i) Risk of postponement or alternative provisions for the valuation of the Underlying

In certain circumstances which are set out in the Final Terms, the Issuer and the Calculation Agent has broad discretion to specify (i) a consequential postponement of, or (ii) any alternative provisions

for the valuation of an Underlying respectively including a determination of the value of such Underlying, each of which may have an adverse effect on the value of the Securities.

j) Risks related to Adjustment Events

In the case of the occurrence of an adjustment event (the "**Adjustment Event**") as specified in the Final Terms, the calculation agent is entitled to carry out adjustments according to the Final Terms in its reasonable discretion. Although these adjustments aim to preserve the economic situation of the Security Holders to the largest extent possible, it cannot be guaranteed that such an adjustment will result in a minimal economic impact. In fact, this adjustment may also have a negative impact on the value or the future performance of the Securities.

k) Risks arising from the Issuer's Conversion Right

Upon the occurrence of a Conversion Event the Underlying-linked redemption component amount ("**Redemption Amount Component 2**") is converted into the Settlement Amount Component 2. A Conversion Event exists if certain adjustments pursuant to the Special Conditions are not possible or not justifiable with regard to the Issuer and/or the Security Holders. The Settlement Amount Component 2 is equal to the market value of the Redemption Amount Component 2 plus interest accrued up to the Redemption Date. In case of a Conversion Event the Redemption Amount may be significantly lower than the individual purchase price of the Securities.

l) Risks related to Market Disruption Events

If a market disruption event (the "**Market Disruption Event**"), as specified in the relevant Final Terms, occurs the relevant calculation agent may defer valuations of the Underlying or its components, as provided in the Final Terms, and, after a certain period of time, determine such valuations in its reasonable discretion. These valuations may, to the detriment of the Security Holder, differ substantially from the actual price of the Underlying or its components. In general market disruption events also lead to delayed payments on the Securities. In this case, Security Holders are not entitled to demand interest due to such delayed payment.

m) Currency and Currency Exchange Rate risk with respect to the Securities

If the Securities are denominated in a currency (the "**Specified Currency**") other than the currency of the jurisdiction where a Security Holder is domiciled or where the Security Holder seeks to receive funds, there is a Currency Exchange Rate risk (as described in Currency Exchange Rate risk). Currencies may also be devalued or replaced by a different currency whose development cannot be predicted.

n) Risks in connection with a later determination of features

The Final Terms may provide that either the Issue Price or other features of the Securities may be determined by the Issuer in accordance with § 315 BGB or published at any point of time after the production of the Final Terms. Depending on the time and manner of any such determination, investors in the relevant Securities bear the risk that the potential return which is achievable from an investment in the relevant Securities do not match the expectations of the investor at the time of subscription or the risk profile does not match the risk expectations of the investor.

o) Risks with regard to determinations by the Calculation Agent

Pursuant to the Terms and Conditions, the Calculation Agent may in its discretion determine whether certain events have occurred and make any adjustments and calculations resulting therefrom (if any), as described in the Final Terms. The Calculation Agent will make any such determination in its reasonable discretion in a commercially reasonable manner. Such determination may have an adverse effect on the value of the Securities and/or the payments.

3. Risks related to the investment in, the holding and selling of the Securities

In this risk category, the specific risk factors associated with the investment in, the holding and selling of the Securities, which are material, are described.

a) Liquidity risk**Risk that no active trading market for the Securities exists**

There is a risk that the Securities may not be widely distributed and no active trading market (the "**Secondary Market**") may exist and may develop for the Securities.

The Issuer is not obliged to make applications for the Securities to be admitted to the regulated market of any stock exchange or to be listed on any other exchange, market or trading system within the European Economic Area. Even if the Issuer makes such application, there is no assurance that such applications will be accepted or that an active trading will develop or be maintained. If the Securities are not traded on any stock exchange or any other market or trading system, pricing information for the Securities may in addition be more difficult to obtain.

Neither the Issuer nor any Distributor or any of its affiliates is obliged to undertake any Market Making activities. There is also no obligation to appoint a Market Maker or to continue a Market Making during the whole term of the Securities. If there is no Market Maker, or Market Making is only made to a limited extent, the Secondary Market in the Securities may be very limited.

Neither the Issuer nor any Distributor can therefore assure that a Security Holder will be able to sell his Securities at an adequate price prior to their redemption. Even in the case of an existing

Secondary Market it cannot be excluded that the Security Holder may not be in a position to dispose of the Securities in the case of an unfavourable development of the Reference Asset or of a Currency Exchange Rate or the Underlying, e.g. if such development occurs outside of the trading hours of the Securities.

b) Market price risk

The market value of the Securities will be affected by a number of factors. These are inter alia the creditworthiness of the Issuer, the relevant prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability and the remaining term of the Securities as well as additional Reference Asset-related and or Underlying-related market value-influencing factors (see section "II.B.4 Risks related to the Reference Assets" on page 25 et seq. and "II.B.5 Risks related to the Underlying" on page 29 et seq.).

The market value, at which a Security Holder will be able to sell the Securities, may be substantially below the Issue Price. The Issuer does not guarantee that the spread between purchase and selling prices lies within a certain range or remains constant. If the Security Holder sells the Securities at a time where the market value of the Securities is below the Issue Price, it will suffer a loss.

In addition, changes in the composition of the member states of the European Union (EU), e.g. an exit of the United Kingdom of Great Britain and Northern Ireland according to the referendum of 23 June 2016, may have a negative impact on the stability, the existence and the functioning of the EU and its institutions. Uncertainties and possible economic burdens resulting from such attempts may arise not only in the relevant member states, have significant impact on the economic development of single member states and the EU as a whole and result in distortions as well as in increased volatilities in the financial markets. These factors may be mutually reinforcing or neutralising.

c) Risks related to the spread between bid and offer prices

During extraordinary market situations or the occurrence of technical disruptions, the Market Maker for the Securities may temporarily suspend the quotation of bid and offer prices for the Securities or increase the spread between bid and offer prices. Should the Market Maker in special market situations be unable to conclude transactions to hedge against price risks resulting from the Securities, or when such transactions are very difficult to conclude, the spread between the bid and offer prices may be expanded in order to limit its economic risk. As a consequence, Security Holders who sell their Securities on an exchange or directly among market participants via so-called over-the-counter dealings (off-exchange) may only be able to do so at a price that is substantially lower than the mathematical (intrinsic) value of the Securities at the time of the sale and will therefore suffer a loss.

d) Risks related to taxation of the Securities

Security Holders bear the risk that the tax treatment of the Securities can change. This may have a material adverse effect on the price and the redemption of the Securities and the payments made under the Securities.

Tax law and practice are subject to changes, possibly with retroactive effect. It is possible that the tax treatment of the Securities can change compared to the Security Holders' opinion at the time of purchasing the Securities. Security Holders accordingly bear the risk that they might possibly incorrectly evaluate the taxation of the income from purchasing the Securities. However, it is also possible that the taxation of income from the purchase of the Securities changes to the Security Holders' detriment.

This may have a material adverse effect on the price and the redemption of the Securities and the payments made under the Securities.

e) Risks regarding US withholding tax

Security Holders bear the risk that Payments on the Securities by the Issuer may be subject to U.S. withholding tax pursuant to section 871(m) of the U.S. Internal Revenue Code ("IRC").

Section 871(m) of the IRC and the related provisions stipulate that for certain financial instruments such as for the Securities a withholding tax may be imposed. This means: The Issuer or the custodian of the Security Holder are entitled to withhold a tax amount from the payment or redemption amount or of the interest payments. The amount withheld is then transferred to the U.S. tax authorities. The tax is levied on all payments made to Security Holders that are triggered or determined by dividends from U.S. source. The term "payments" is used in a broad sense. It includes all other payments of the Issuer to the Security Holder which are triggered or determined by dividends from U.S. sources.

For Securities which have U.S. shares or an U.S indices as Underlying, the following must be applied:

Payments or performances considered as payments from the Issuer in connection with Securities are treated as equivalent to dividends ("**Dividend Equivalents**"). These payments or performances considered as payments are subject to U.S. withholding tax of 30%. The tax rate may be lower if the applicable double taxation agreements implies a lower tax rate.

Thus, it is possible that all Securities under this Base Prospectus may be subject to U.S. withholding tax, in case the Underlying is a U.S. share or is a U.S. index.

Important: A withholding may even be necessary in the following situations: Pursuant to the Terms and Conditions of the Securities no payment is made which is triggered or determined by dividends from U.S. sources. The same applies in cases where no adjustment is made to the Terms and Conditions of the Securities when a dividend from a U.S. source or other distribution is paid.

Also, for **U.S. withholding tax pursuant to section 871(m)** the following is applicable: It might be necessary for the Issuer to withhold U.S. withholding tax from interest payments, principal amounts or other payments in connection with the Securities. In that case, Security Holders will not receive any payment for that deduction which offsets the deduction. None of the Issuer, a Paying Agent nor any other person will be obliged to pay compensation amounts to the Security Holders. As a result of the deduction or withholding, Security Holders will receive less interest or principal than expected.

In the worst case, payments to be made in respect of the Securities would be reduced to zero. It might be also the case that the amount of tax due could even exceed the payments to be made in respect of the Securities. If this is the case, Security Holders might have to pay taxes even if they have not received any payments from the Issuer. Security Holders may have to pay taxes even if the Securities expire worthless.

f) Risks related to a freeze due to Financial Sanctions

In case the Issuer of the Securities becomes subject to sanctions that require an asset freeze, the result may be that the Securities have to be frozen and kept in such a state, until either the sanctions are lifted, or an exception from the relevant authorities is acquired. Also the funds invested in the Reference Asset may be subject to such (freezing/blocking) sanctions, due to the (in)direct connection.

g) Risks related to the tradability/transferability of the Securities

Financial sanctions may lead to the market being no longer interested in securities of sanctioned parties. This may lead to the Securities or the Reference Asset becoming untradeable, and therefore the Securities or Reference Asset may render worthless in respect to the market where they are/can be traded. When the denomination of the Securities or Reference Asset is in a currency (e.g. US Dollar), which country (United States of America) adds the issuer to its sanctions list, the market may respond by no longer being interested to trade such securities.

h) Risks related to hedging transactions with respect to the Securities

Security Holders may not rely on being able to sufficiently hedge against price risks arising from the Securities at any time. Their ability to make transactions to preclude or limit such price risks will depend on, inter alia, the relevant prevailing market conditions. In some cases, there may be

no suitable transactions available at a certain point of time or Security Holders may conclude transactions only at a market price that is disadvantageous to them.

The Securities may not be a perfect hedge against price risks arising from the Reference Asset. Any person intending to use the Securities to hedge against such price risks is subject to the risk that the value of the Reference Asset, other than expected, develops in the same direction as the value of the Securities. In addition, it may not be possible to liquidate the Securities at a certain date at a price which reflects the actual value of the respective Reference Asset. This particularly depends on the prevailing market conditions. In both cases, the Security Holder may suffer a loss from both, his investment in the Securities and his investment in the Reference Asset, whose risk of loss he actually wanted to hedge.

i) Risks related to Incidental Costs

In connection with the purchase, holding and disposal of the Securities, incidental costs (the "**Incidental Costs**") may be incurred beside the purchase or sale price of the Securities. These Incidental Costs may significantly reduce or even eliminate any profit from the Securities.

If the purchase or sale of the Securities is not agreed between the purchaser and the Issuer or the Distributor, as the case may be, at a fixed price (the "**Fixed Price**"), commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value, will be charged upon the purchase and sale of the Securities. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, for example domestic dealers or brokers in foreign markets, potential investors may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third-party costs).

In addition to such Fixed Price and the costs directly related to the purchase of the Securities (direct costs), potential investors must also take into account any other costs in connection with the holding of the Securities. These include for example custody fees and additional costs if other foreign or domestic entities are involved in the custody.

Before investing in the Securities, potential investors should inform themselves about any Incidental Costs incurred in connection with the purchase, holding or sale of the Securities.

j) Risk related to Securities with subscription period

In the case of Securities with a subscription period, the Issuer reserves the right to refrain from engaging in the issue prior to the issue date and to early terminate or extend the subscription period. In this case, all relevant dates may be postponed. In addition, the Issuer has the right, in its sole discretion, to reject subscription orders from potential investors in whole or in part.

k) Risks arising from special conflicts of interest in relation to the Securities

Potential conflicts of interest of the Issuer or its affiliates may be detrimental to the value of the Securities.

The Issuer, a financial institution or a financial intermediary with whom the Issuer has entered into a distribution agreement (the "**Distributor**") or any of their affiliates may, in connection with the below mentioned functions or transactions, as the case may be, pursue interests, which may be adverse to the interests of the Security Holders or do not take them into account (the "**Conflicts of Interest**").

Potential conflicts of interest related to the Issue Price

The Securities will be offered at a price determined by the Issuer (the "**Issue Price**"). The Issue Price is based on internal pricing models of the Issuer and may be higher than the market value of the Securities. The Issue Price may contain, beside upfront, management or other fees, an additional premium that may not be obvious to the Security Holders. Such an additional premium depends on several factors, particularly on the volume of the Securities of each series as well as current and expected market conditions and market outlooks as of the time of the issuance of the Securities. The premium will be added to the original mathematical value of the Securities and may differ between each issue of the Securities as well as from the premiums charged by other market participants.

Potential conflicts of interest related to market maker activities

The Issuer, any of its affiliates and any other company that the Issuer has appointed as market maker (each a "**Market Maker**"), may, but is not obliged to, undertake market making activities for the Securities. "**Market Making**" means that the Market Maker, under normal market conditions, continuously quotes bid and offer prices at which it is willing to trade the Securities in a certain volume. Through Market Making the liquidity and/or the value of the Securities may substantially be influenced. The prices quoted by a Market Maker may, to the detriment of the investor, substantially deviate from the mathematical (intrinsic) value of the Securities and usually do not correspond to the prices which would have been formed without Market Making and in a liquid market.

Potential conflicts of interest related to Distributors and inducements

From the Issuer Distributors may receive certain inducements in form of turnover-dependent placement- and/or management fees. Placement fees are one-off payments which, alternatively, may be granted by the Issuer in the form of an appropriate discount on the Issue Price. On the other hand, payment of management fees is recurring and dependant on the volume of the outstanding Securities at the given point of time placed by the relevant Distributor. The amount of the relevant

inducement will be agreed between the Issuer and the relevant Distributor, may be subject to change and may differ with respect to the individual Distributor and Series of Securities.

Potential conflicts of interest related to the function as calculation agent or paying agent

The Issuer, any Distributor or any of their affiliates may act as a calculation agent or paying agent in relation to the Securities. In this function, the relevant entity may, inter alia, calculate amounts to be distributed under the Securities and make adjustments or other determinations, as described in the Final Terms, i.e. by exercising its reasonable discretion (§ 315 German Civil Code, *Bürgerliches Gesetzbuch*, "**BGB**"). The aforementioned calculations, adjustments and determinations may adversely influence the value of, and/or the amounts to be distributed under the Securities and may be adverse to the interests of the respective Security Holder.

l) Possible limitations of the legality of purchase and lack of suitability of the Securities

There is the risk, that an investment in the Securities is illegal, unfavourable or not suitable for a potential investor.

The purchase, holding and/or disposal of certain Securities may, for certain investors, be prohibited, limited or associated with adverse regulatory or other consequences. It inter alia cannot be ruled out that the specific investor is restricted or not entitled to invest in the Securities due to supervisory regulations or that the investment is attached to special reporting or notification requirements (e.g. with respect to certain funds).

Additionally, the purchase or holding of Securities may be excluded or unsuitable under civil law agreements (e.g. if eligibility as trustee stock (Mündelsicherheit) is required) or may not be fully consistent with all investment policies, guidelines and restrictions applicable to it.

An investment in the Securities requires detailed knowledge of the features of the relevant Security. Thus, potential investors should have experience with investing in structured securities and the risks associated therewith. An investment in the Securities is only suitable for investors who

- have sufficient knowledge and experience in financial and business affairs to evaluate the merits and risks as well as the suitability of an investment in structured securities;
- have the ability to evaluate the merits and risks in the context of their financial situation on the basis of appropriate analytical tools or, in case of lack of knowledge, have the possibility to take respective professional advice;
- are able to bear the economic risk of an investment in structured securities for an indefinite period, and

- are aware that it may, during a substantial period of time or even at all, not be possible to sell the Securities.

Under consideration of the characteristics of the Securities and the substantial risks inherent in purchasing the Securities, the Securities may also not be an economically appropriate investment.

As a result, each potential investor must determine, based on its own independent review and, if applicable, professional advice, if the purchase, holding and disposal of the Securities fully complies with the investor's legal requirements, knowledge and experience and financial needs, objectives and circumstances (or if the investor is acquiring the Securities in a fiduciary capacity, the trustee).

4. Risks related to the Reference Assets

The Reference Asset can either a bond or a loan (including German law governed *Schuldscheindarlehen*) of the Reference Entity. The Reference Entity and the Reference Asset are subject to particular risks, which must be observed.

a) Credit risks regarding the Reference Entity and the Reference Asset

Similar risks to a direct investment in bonds

The performance of Securities depend on the value of the Reference Asset, the payments made thereunder, the creditworthiness of the Reference Entity and its ability and willingness to perform its obligations under the Reference Assets or any other obligations.

The Security Holder is exposed to the economic and business risks of the Reference Entity. **If a Risk Event occurs, the Security Holder will suffer a partial or total loss of the capital invested.**

b) Specific Risks related to bonds and loans

Similar risks to a direct investment in bonds or loans

The performance of Securities linked to bonds or loans as Reference Assets primarily depends on the value of the Reference Asset, the payments made thereunder, the creditworthiness of the Reference Entity and its ability and willingness to perform its obligations under the Reference Assets or any other obligations. The Security Holder is exposed to the economic and business risks of the Reference Entity which depends on various factors. Obligations under the Reference Asset may rank after other obligations of the Reference Entity and may only be paid after other claims have been settled; the claims under the Reference Asset may not be protected by any compensation scheme or insurance coverage. Any payment outstanding under the Reference Asset may become subject to a debt restructuring and, therefore, may be reduced, waived, postponed, written down or converted (e.g. into equity) by mutual agreement between the Reference Entity and the respective

holder of the Reference Asset or by majority voting of such holders and/or by an administrative order or a court ruling. The provisions of the Reference Asset may be contested in court and, as a consequence, may be held in whole or in part invalid or unenforceable. Accordingly, an investment in bond-linked or loan-linked Securities may bear similar risks to a direct investment in the respective bonds or loan. Any of the aforementioned risks may result in the occurrence of a Risk Event and/or Credit Event in relation to the Reference Asset (bond/loan) and/or the Reference Entity (issuer of the bond/borrower of the loan) and may result in an early termination of the Securities and adjustments to the payments made under the Securities (as described in *Risks arising from financial markets turmoil as well as governmental or regulatory interventions and Risks related to an early redemption and Risk Events*).

Particular risks related to a bond or a loan (including German law governed Schuldscheindarlehen) as Reference Asset

Securities linked to a bond or loan as Reference Asset are not in any way sponsored, endorsed, sold or promoted by the issuer or borrower of any Reference Asset (the "**Reference Entity**") and such Reference Entity makes no warranty or representation whatsoever, express or implied, as to the future performance of any Reference Asset. Furthermore, such Reference Entity does not assume any obligation to take the interest of the Issuer or those of the Security Holders into consideration for any reason. The Reference Entity is not responsible for and has not participated in the determination of the timing of prices for or quantities of the Securities.

Securities linked to a bond or loan as Reference Asset may bear additional risks for Security Holders in cases where the Reference Asset are called or terminated by the Reference Entity early pursuant to its conditions or be postponed at maturity or otherwise. Such circumstances related to the Reference Asset can significantly negatively affect the value of the Securities and could constitute a risk event leading to an early redemption of the Securities.

c) Past performance no indication for a future performance

The past performance and payments of the Reference Asset, of other obligations of the Reference Entity or the creditworthiness of the Reference Entity itself provides no indication of the future performance of the Reference Entity. The amounts to be distributed under the Securities may therefore be substantially lower than these indicators may have suggested.

d) No rights of ownership of the Reference Asset

The Reference Asset will not be held by the Issuer for the benefit of the Security Holders, and as such, Security Holders will not obtain any rights of ownership (such as voting rights or other rights) with respect to the Reference Asset. Neither the Issuer nor any of its affiliates is obliged to acquire or hold the Reference Asset.

Subject to the provisions of the Trust and Pledge Agreement in case of Bond Linked Equity Securities, neither the Issuer nor any of its affiliates is restricted from selling, pledging or otherwise conveying all rights, titles and interests in the Reference Asset or any derivative contracts linked to it by virtue solely of having issued the Securities.

e) No direct recourse against the Reference Entity under the Reference Asset

A Security will not represent a claim against any Reference Asset and/or Reference Entity in relation to the Reference Asset's nominal amount and/or interest payable. Subject to the provisions of the Trust and Pledge Agreement in case of Bond Linked Equity Securities, in the event that the amount paid by the Issuer or value of the specified assets delivered on redemption of the Securities is less than the nominal amount of the Securities, a Security Holder will not have recourse under a Security to the Reference Entity in relation to any Reference Asset. Investors will be exposed to the risks that are associated with the relevant Reference Asset and may even suffer a total loss.

f) Risks associated with foreign jurisdictions

If the Reference Asset is subject to the jurisdiction of a country and/or the Reference Entity is located in a country whose legal system is not comparable with the legal system of the Federal Republic of Germany or other Industrialized Countries, investing in such Securities involves further legal, political (e.g. political changes) and economical (e.g. economic downturns) risks. In foreign jurisdictions possibly expropriation, taxation equivalent to confiscation, political or social instability or diplomatic incidents may occur. Transparency requirements, accounting, auditing and financial reporting standards as well as regulatory standards may in many ways be less strict than in industrialized countries. Financial markets in these countries may have much lower trading volumes than developed markets in industrialized countries and the obligations of many companies are less liquid and their prices are subject to stronger fluctuations than those of similar companies in industrialized countries.

g) Risks of conflicts of interest related to the Reference Asset or Underlying

Bond Linked Equity Securities are simultaneously linked to both a Reference Asset and an Underlying. In this context, the following additional conflicts of interest may exist:

Potential conflicts of interest related to additional transactions

The Issuer, any Distributor or any of its affiliates may from time to time, without regard to the interests of the Security Holders, participate in transactions involving bonds, loans, shares or other securities, fund shares, futures contracts, commodities, indices, currencies or derivatives for their own account or for the account of their customers. Additional transactions may result in further liquidity constraints of the Reference Asset and/or the Underlying, as the case may be, in particular,

following hedging transactions in a Reference Asset and/or the Underlying, as the case may be, with an already restricted liquidity.

Potential conflicts of interest related to the issuance of additional securities linked to the same Reference Asset and/or Underlying

The Issuer, any Distributor and any of its affiliates may issue securities with respect to a Reference Asset and/or Underlying on which securities already have been issued. An introduction of such new competing products may negatively affect the market value of the Securities.

Potential conflicts of interest related to Reference Asset-related information and/or Underlying-related information

In the course of their business activities or otherwise, the Issuer, any Distributor or any of their affiliates may be in possession of or may acquire important Reference Asset-related information and/or Underlying-related information (also not publicly available) over the term of the Securities. The issuance of Securities does, in particular, not create any obligation to disclose such information (whether or not confidential), which is related to the Reference Asset or the Underlying or to its components to the Security Holders, or to consider such information in the course of the issuance of the Securities.

Potential conflicts of interest related to business activities

The Issuer, any Distributor or any of their affiliates may, without regard to the interests of the Security Holders, deal with other issuers, any of their affiliates, competitors or any guarantor and engage in any kind of commercial or investment banking or other business activities. Any such action may, with respect to the Security Holders, adversely affect the price of the Reference Asset and/or the Underlying.

Potential conflicts of interest related to other functions of the Issuer

The Issuer, any Distributor and any of their affiliates may, without regard to the interests of the Security Holders, act as a member of a syndicate of banks, as financial advisor or as a bank of the Reference Entity or another issuer prior or after the issuance of the Securities. In the course of the aforementioned functions actions may be taken or recommendations may be made which, with respect to the Security Holders, may adversely affect the Reference Asset and/or the Underlying.

h) Risks arising from negative effects of hedging arrangements by the Issuer on the Securities

The Issuer may use a portion or the total proceeds from the sale of the Securities on transactions to hedge the risks of the Issuer relating to the Securities. In such case, the Issuer or any of its affiliates may conclude transactions that correspond to the obligations of the Issuer under the Securities.

Generally, such transactions are concluded prior to or on the Issue Date, but it is also possible to conclude such transactions after the Issue Date. On or prior to such a valuation date the Issuer or any of its affiliates may take the steps necessary for closing out any hedging arrangements. It cannot, however, be ruled out that the price of the Underlying of the Securities will be influenced by such transactions in individual cases. Entering into or closing out these hedging arrangements may have a negative effect on the market price of the Securities and/or on the amounts payable and/or the quantity of Underlyings to be delivered under the Securities.

5. Risks related to the Underlying

The Underlying may be a share or a share representing security, an index or a unit or share of an investment funds (each a "**Fund Share**"). These Underlyings or the Basket Components are subject to particular risks. Any full or partial realisation of the following risks may have a negative impact on the price of the Underlying and, hence, on the market value of the Securities and/or the amounts payable thereunder (if any). The Security Holders have no rights in or recourse against the Underlying. Furthermore, transactions made by the Issuer to hedge its obligations under the Securities may have a negative impact on the price of the Underlying and, hence, on the market value of the Securities and/or the amounts payable thereunder (if any).

a) Risks arising from the volatility of the price of the Underlying and risk due to a short history

The value of an Underlying or its constituents may vary over time and may increase or decrease due to a variety of factors such as macroeconomic factors and speculation. Potential investors should note that an investment in the Securities may be subject to similar risks than a direct investment in the relevant Underlying or the relevant components. In comparison with a derivative security linked only to a share or a security representing shares or an index, the Securities may represent a cumulative risk or even an exponential risk.

Security Holders should note that the past performance of an Underlying or (in the case of an index) its constituents provides no indication of its future performance and that an Underlying or (in the case of an index) its constituents may only have a short operating history or may have been in existence only for a short period of time and may deliver results over the longer term less than initially expected.

b) No rights of ownership of the Underlying or its constituents

Potential investors should be aware that the relevant Underlying or (in the case of an index) its constituents will not be held by the Issuer for the benefit of the investors in such Securities, and as such, Security Holders will not obtain any rights of ownership (such as voting rights, rights to receive dividends or other distributions or other rights) with respect to an Underlying or (in the case

of an index) its constituents in relation to such Securities. Neither the Issuer nor any of its affiliates is obliged to acquire or hold an Underlying or (in the case of an index) its constituents.

c) Risks associated with Underlyings subject to emerging market jurisdictions

An Underlying or its constituents (if any) may be subject to the jurisdiction of an emerging market. Investing in Securities with such Underlyings involves further legal, political (e.g. rapid political changes) and economical (e.g. economic downturns) risks.

Countries that fall into this category are usually considered to be 'emerging' because of their developments and reforms and their economy being in the process of changing from a moderately developed country to an industrial country.

In emerging markets, expropriation, taxation equivalent to confiscation, political or social instability or diplomatic incidents may have a negative impact on an investment in the Securities. The amount of publicly available information with respect to the Underlying or any of its components may be smaller than that normally made available to Security Holders.

Transparency requirements, accounting, auditing and financial reporting standards as well as regulatory standards are in many ways less strict than standards in industrial countries.

Although emerging financial markets generally show rising volumes, some emerging financial markets have much lower trading volumes than developed markets and the securities of many companies are less liquid and their prices are subject to stronger fluctuations than those of similar companies in developed markets.

d) Risks related to the regulation of Benchmarks

There is the risk that the regulation of Underlyings leads to an adjustment of the Terms and Conditions of the Security. Early termination of the Securities is also possible.

An Underlying may be a so-called benchmark (the "**Benchmark**") within the meaning of the Regulation (EU) 2016/1011³ (the "**Benchmark Regulation**").

According to the Benchmark Regulation, the Issuer may use a Benchmark as the Underlying or Reference Rate of the Securities only if its administrator (the "**Benchmark Administrator**") or the Benchmark itself is entered in a public register. Exception: The Transitional Period (as defined below) under the Benchmark Regulation has not yet expired. In general, the "**Transitional Period**" ends on 31 December 2019. However, for existing Benchmarks which have been recognised by the European Commission as critical benchmarks as well as for certain Benchmarks which are provided

³ Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014.

by a Benchmark Administrator located in a third country the Transitional Period ends on 31 December 2021.

This means: There is a risk that a Benchmark for which the aforementioned condition has not yet been met or is no longer met when a Security is issued may no longer be used as its Underlying after the end of the Transitional Period.

Moreover, the Benchmark Regulation may require to modify the methodology or other provisions of a Benchmark in order to allow it to continue to be provided or used. As a result of such a measure, the Benchmark may vary significantly. Such a change may, in particular, have an adverse effect on the risk profile of the Benchmark and its future price performance.

The Benchmark Regulation leads to an increase in the regulatory requirements and controls with regard to the Benchmarks. This may increase the costs and risks associated with the management of such Benchmarks. Other currently unforeseeable effects on the calculation of Benchmarks are also conceivable. This may, for example, lead to the discontinuation of the calculation and publication of a Benchmark as a consequence of the Benchmark Regulation.

The impermissibility of using a Benchmark, the cessation of the Benchmark or a material change in its calculation or publication can entitle the Issuer to adjustments to the Terms and Conditions of the Securities. In this case in particular the original Underlying or Reference Rate or may be replaced by another Benchmark.

Furthermore, a termination of the listing or trading of the Securities on an exchange cannot be excluded. In this situation, Security Holders could be subject to the risk of lack of trading or trading with limited liquidity in the Securities.

e) Specific risks associated with Shares as Underlying

Similar risks to a direct investment in shares

The performance of Securities with shares as Underlying primarily depends on the performance of the respective share. The performance of a share may be subject to factors like the dividend or distribution policy, financial prospects, market position, corporate actions, shareholder structure and risk situation of the issuer of the share, short selling activities and low market liquidity as well as to cyclical, macro-economic or political influences. In particular, dividend payments lead to a fall in the share price and, therefore, may have an adverse effect on the Security Holder and its investment in the Securities. Accordingly, an investment in Securities may bear similar risks to a direct investment in the respective shares. Corporate actions and other events in relation to the share or the issuer of the share may result in adjustments to the Securities (as described in *Risks related to Adjustment Events*) or in an extraordinary early termination of the Securities (as described in

Risks related to Call Events). Disruptions regarding the trading of the shares may lead to Market Disruption Events (as described in *Risks related to Market Disruption Events*).

Investors have no shareholder rights

The Securities convey no interest in the share(s), including any voting rights or rights to receive dividends, interest or other distributions, as applicable, or any other rights with respect to the share or shares as an Underlying. The Issuer and any of its affiliates may choose not to hold the Underlying or not to enter into any derivative contracts linked to the Underlying. Neither the Issuer nor any of its affiliates is restricted from selling, pledging or otherwise conveying all right, title and interest in the Underlying or any derivative contracts linked to the Underlying by virtue solely of having issued the Securities.

Risks related to ADRs/RDRs

Depository receipts in the form of American Depository Receipts (ADRs) or Regional Depository Receipts (RDRs) may bear additional risks compared with risks related to shares. Depository receipts are participation certificates in a portfolio of shares normally held in the country of incorporation of the issuer of the underlying shares and represent one or more shares or a fraction of such shares. For depository receipts, the legal owner of the underlying share portfolio is the custodian bank, which is at the same time the issuing agent of the depository receipts. Depending on the jurisdiction in which the depository receipts will be issued and to which jurisdiction the custody agreement is subject, it cannot be ruled out that the respective jurisdiction does not recognise the holder of the depository receipts as the actual beneficial owner of the underlying shares. Especially in the event of insolvency of the custodian bank or foreclosure against it, it is possible that shares underlying the depository receipts are restricted or that these shares may be sold to realise their value in the case of foreclosure against the custodian bank. If that is the case, the holder of the depository receipts loses the rights to the underlying shares certified by the participation certificate and the depository receipt becomes worthless.

f) Specific risks associated with Indices as Underlying

Similar risks to a direct investment in index components

The performance of Securities linked to indices (the "**Index-linked Securities**") depends on the performance of the respective index. The performance of an index depends primarily on the performance of its components (the "**Index Components**"). Changes in the price of the Index Components may have an effect on the index and, likewise, changes to the composition of the index or other factors may also have an effect on the index. Accordingly, an investment in an Index-linked Security may bear similar risks to a direct investment in the Index Components. Generally, an index may at any time be altered, terminated or replaced by any successor index. This may result in adjustments to the Securities (as described in *Risks related to Adjustment Events*) or in an

extraordinary early termination of the Securities (as described in *Risks related to Conversion Events*). Disruptions regarding the trading of the shares may lead to Market Disruption Events (as described in *Risks related to Market Disruption Events*).

No influence of the Issuer on the index

If neither the Issuer nor any of its affiliates acts as index sponsor, the Issuer neither has influence on the index nor on the method of calculation, determination and publication of the index (the "**Index Concept**") or its modification or termination.

If neither the Issuer nor any of its affiliates acts as index sponsor, Index-linked Securities are not in any way sponsored, endorsed, sold or promoted by the respective index sponsor. Such index sponsor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the index or the prices at which the index stands at a particular time. Such index is composed, calculated (if so) and determined by its respective index sponsor independently from the Issuer of the Securities. Such index sponsor is not responsible or liable for the issuance, the administration, the marketing or the trading of the Securities.

Risks arising from special conflicts of interests in relation to indices

If the Issuer or any of its affiliates acts as index sponsor, index calculation agent, advisor or as a member of an index committee, or in a similar position, this may lead to conflicts of interest. In relation to such function, the Issuer or any of its affiliates may, *inter alia*, calculate the price of the index, carry out adjustments (e.g. by exercising its reasonable discretion) to the Index Concept, replace the Index Components and/or determine the composition and/or weighting. These measures may have an adverse effect on the performance of the index, and thus on the value of the Securities and/or the amounts to be distributed under the Securities.

Risks related to Strategy Indices

Strategy indices (the "**Strategy Indices**") represent hypothetical rule-based investment strategies (i.e., no actual trading or investment activities take place) conducted by an index sponsor. As a general rule, Strategy Indices entitle the index sponsor to extensively exercise its discretion when calculating the index which may lead under certain circumstances to a negative performance of the index.

Risks related to Price Indices

In the case of price or price-return indices (the "**Price Indices**"), dividends or other distributions paid out with respect to Index Components will not be considered when calculating the price of the index and consequently have a negative impact on the price of the index, because the Index Components will as a rule be traded with a discount after the pay-out of dividends or distributions. This has the effect that the price of the Price Index does not increase to the same extent or falls to

a greater extent than the price of a comparable total return / performance index (the "**Total Return Index**"), which reflects gross payments, or Net Return Index, which reflects net payments.

Risks related to Net Return Indices

In the case of net return indices (the "**Net Return Indices**"), dividends or other distributions paid out or made on the Index Components will be considered when calculating the price of the index as net payments after deduction of an average tax rate, as specified by the relevant Index Sponsor. This tax deduction has the effect that the price of the net return index does not increase to the same extent or falls to a greater extent than the price of a comparable Total Return Index.

Risks related to Short Indices

In the case of short indices (the "**Short Indices**"), as a rule, the price of the index develops in a reverse manner to the market or long index to which it refers. This means that the price of the Short Index generally rises when the prices of the market or long index to which it refers fall, and that the price of the Short Index falls when the prices of the market or long index to which it refers rise.

Risks related to Leverage Indices

Leverage indices (the "**Leverage Indices**") consist of two different components, the index to which the Leverage Index refers (the "**Reference Index**") and the leverage factor (the "**Leverage Factor**"). The performance of the Leverage Index is linked to the per cent performance per day of the Reference Index by applying the Leverage Factor. Depending on the respective Leverage Factor, the daily price of the Leverage Index falls or rises to a greater extent than the price of the respective Reference Index.

If the Leverage Index has exceeded a certain threshold due to extraordinary price movements during a trading day, the Leverage Index may be adjusted intra-daily in accordance with the relevant Index Concept. Such adjustment may lead to a reduced participation of the Leverage Index in a subsequent increase in price of the Reference Index.

In the case of Securities linked to a Leverage Index, Security Holders **may to a greater extent be suffering a loss of the amount paid to purchase the Securities.**

Risks related to Distributing Indices

In the case of distributing indices (the "**Distributing Indices**") dividends or other distributions, made from the Distributing Index, will usually result in a discount on the price of Distributing Index. This has the effect that the price of the Distributing Index in a longer term does not rise to the same extent or falls to a greater extent than the price of a comparable Net Return Index or Total Return Index.

Risks related to Excess Return Indices

In the case of excess return indices, the investor indirectly invests in futures contracts and thus is exposed to the same risks as described in *Risk related to futures contracts*. The performance of the Index Components is only considered in excess (that means relative) to a benchmark or interest rate.

Risks in relation to country or sector related indices

If an index reflects the performance of assets only of certain countries, regions or sectors, this index is affected disproportionately negatively in the case of an unfavourable development in such a country, region or industrial sector.

Currency risk contained in the index

Index Components may be listed in different currencies and therefore exposed to different currency influences (this particularly applies to country or sector related indices). Furthermore, it is possible that Index Components are converted first from one currency to the currency which is relevant for the calculation of the index, and then converted again in order to calculate and determine the amounts to be distributed under the Securities. In such cases, Security Holders are confronted with several currency and Currency Exchange Rate risks, which may not be obvious for a Security Holder.

Adverse effect of fees on the index level

If the index composition changes in accordance with the relevant Index Concept, fees may arise that are subject of the index calculation and which reduce the level of the index and the payment of amounts under the Securities (for Distributing Indices). This may have a negative effect on the performance of the index and the payments under the Securities. Indices which reflect certain markets or sectors may use certain derivative financial instruments. This may lead to higher fees and thus a lower performance of the index than it would have been the case with a direct investment in these markets or sectors.

Risks arising from the publication of the index composition which is not constantly updated

For some indices its composition will not entirely be published or only with retardation on a website or in other public media specified in the Final Terms. In this case the composition exposed might not always correspond with the current composition of the respective index used for calculating the amounts payable under the Securities. The delay may be substantial and, under certain circumstances last for several months. In this case the calculation of the index may not be fully transparent to the Security Holders.

Risks of unrecognized or new indices

In the case of a not recognized or new financial index, there may be a lower degree of transparency relating to its composition, maintenance and calculation than it would be the case for a recognized financial index, and there may in some circumstances be less information available about the index. In addition, subjective criteria may play a much greater role in the composition of the index in such cases, and there may be a greater degree of dependence on the agent responsible for the composition, maintenance and calculation of the index than it would be the case for a recognized financial index. Furthermore, particular investors (e.g. Undertakings for Collective Investment in Transferable Securities (UCITS) or insurance companies) may be subject to specific administrative restrictions relating to the purchase of Securities linked to such index which have to be considered by these investors. Finally, the provision of indices, the contribution of input data to indices and the use of indices may from time to time be subject to regulatory requirements and restrictions which may affect the ongoing maintenance and availability of an index.

g) Structural risks in the case of Fund Shares as the Underlying or as components of an Underlying

Similar risks to a direct investment in Funds Shares

The market price development of Securities linked to a Fund Share, in principle, depends on the performance of the relevant Fund Share or the relevant Fund Shares. The performance of a Fund Share is decisively dependent on the success of the relevant investment fund's investment activities. The latter are affected in turn to a very great extent by the choice of assets acquired by the investment fund and the extent to which the investment risks associated with the acquisition of assets for the investment fund materialise. Therefore, an investment in a Security can be subject to a similar risk to a direct investment in Fund Shares. Events affecting the Fund Share may result in adjustments to the Securities (as described in *Risks related to Adjustment Events*) or in an extraordinary early termination of the Securities (as described in *Risks related to Call Events*). Disruptions regarding the trading of a commodity may lead to Market Disruption Events (as described in *Risks related to Market Disruption Events*).

Legal and tax risk

The legal environment and the publication, accounting, auditing and reporting requirements applying to an investment fund, as well as the tax treatment applying to its members, may change at any time in a way that can neither be predicted nor influenced. In addition, any change may have a negative impact on the value of the investment fund used as the Underlying for the Securities.

In this context, investment funds operating in accordance with the requirements of Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment

in transferable securities ("UCITS") are normally subject to stricter requirements relating to risk diversification and the type of permitted assets than investment funds operating in accordance with the requirements of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on managers of alternative investment funds ("AIFs"). However, this does not entail a guarantee that the investments made will be safer or that the investment activities will be financially successful.

In contrast to UCITS, AIFs are permitted to concentrate their fund investments on a single asset or a few assets, and to invest in complex assets and assets for which there are no properly functioning and transparent markets on which credible prices are quoted at which those assets can be sold at any time or at least on particular dates. This may be associated with substantial risks, which may have adverse effects on the value of the investment assets and thus on the payments under the Securities.

The distribution of Fund Shares may be subject to restrictions in the respective jurisdiction, which may also apply to the Securities linked to Fund Shares. As a result, a delivery of Fund Shares (as Underlying) at the maturity of the Securities may not be admissible or an investment into the Securities must even be reversed. A Security Holder may be exposed to the risk of not participating in a favourable development of the Underlying, an additional cost burden and a loss of the amount paid to purchase the Securities.

Risks resulting from commissions and fees

Investment funds usually have to bear certain management and custody fees and further fees and expenses regardless of their performance. These fees usually accrue even if an investment fund's assets decrease in value. Moreover, the regulations of an investment fund typically provides for a performance fee or allocation to its general partner, manager or person serving in an equivalent capacity over and above a basic asset-based management fee. Performance fees or allocations could create an incentive for a manager to choose riskier or more speculative investments than would otherwise be the case. In addition, because performance-based fees or allocations are generally calculated on a basis that includes unrealised appreciation as well as realised gains, an investment fund may pay performance-based compensation to a manager on gains that will never be realised. Certain fund managers may invest on the basis of short-term market considerations. Their turnover rate is expected to be significant, potentially involving substantial brokerage commissions and fees.

In addition, some investment funds may charge fees in relation to the issuance or redemption of their Fund Shares. Prospective Security Holders should be aware that any of these fees may have a negative impact on payments, if any, under the Securities.

Risks resulting from a potential liquidation or merger

It cannot be excluded that an investment fund chosen as an Underlying is being liquidated or dissolved prior to the maturity of the Securities stated in the Final Terms. Such a liquidation or dissolution may have negative impacts on the value of the Securities. In this case the Issuer or the Calculation Agent is additionally entitled to adjust the terms and conditions of the Securities (e.g. by selecting a successor fund) or, to terminate the Securities prematurely.

Risks relating to valuations of the net asset value and estimates

The Issuer or the Calculation Agent, as the case may be, must to rely on the valuation of the relevant assets by the respective investment fund or its contracted service providers. Such valuations are revised from time to time, sometimes materially, and may not be indicative of what the actual fair market value would be in an active, liquid or established market and subject the fund managers to a conflict of interest where their fees are based on such valuations. The valuations provided by investment funds with respect to their illiquid investments and by less liquid sub funds of their overall net asset values may be particularly uncertain. The investment funds' management fees and incentive fees, as well as the amounts due to investors upon share redemption and other financial calculations, may be determined on the basis of estimates. The manager or advisor of an investment fund is usually under no or only limited obligation to revise such estimates.

Risks resulting from potential conflicts of interest of the persons involved

The structure of investment funds may in individual cases result in conflicts of interest for the persons involved, especially with regard to Investment Advisors and Portfolio Managers (and any persons or entities affiliated with them). Apart from their mandate for an investment fund, Investment Advisors or Portfolio Managers may also service other customers which in individual cases may lead to conflicts of interest if certain investment opportunities only have a limited volume. Furthermore, Investment Advisors or Portfolio Managers may also act for other investment funds which pursue similar investment objectives or act as or represent the counterparty in transactions involving the purchase or sale of financial instruments for a fund. Apart from that, Investment Advisors or Portfolio Managers may concurrently be acting for companies whose investment instruments are recommended to the relevant investment fund for purchase. Conflicts of interest may also occur if Investment Advisors or Portfolio Managers act on behalf of customers who want to sell or purchase the same financial instruments as the investment fund which is managed or advised by them. In particular cases, further conflicts of interest may arise which could have an effect on the performance of an investment fund.

The Issuer may, among other things, act as prime broker or as Custodian Bank to the investment funds used as Underlying for the Securities. Such services may include the extension of loans by the Issuer to one or more such investment funds. In connection with any such provision of services or extensions of credit, the Issuer will receive commissions for its prime brokerage services and/or

payments in respect of such extensions of credit, which may affect the value of the relevant investment fund. To the extent that the Issuer provides prime brokerage services and/or extensions of credit, the Issuer will also have custody of the relevant fund's underlying assets and will possess a lien on and security interest in such assets to secure the investment fund's obligations to the Issuer. Often these assets will not be registered in the investment fund's names, but rather directly in the name of the Issuer. In the event of an insolvency or other event of default with respect to an investment fund, the Issuer as secured creditor will be entitled to, and prospective Security Holders should assume that it will, take action to realise upon and liquidate such assets in its capacity as secured creditor without taking into consideration the interests of any holder of Fund Shares and of the Security Holders. This may adversely affect the value of the relevant fund and, consequently, the value of the Securities.

No passing on of rebates or other fees paid by the investment fund to the Issuer

The Issuer may receive rebates or other fees on its investment in an investment fund. These rebates or other fees will not be distributed to the Security Holders but are used by the Issuer to finance the earnings mechanism of the Securities or otherwise.

Custody risks

The investment fund's assets are usually held in custody by one or more custodians or sub-custodians. This may result in a potential risk of losses resulting from a breach of duties to exercise due care, wrongful use or the possible insolvency of the custodian or sub-custodian (if any).

Valuation risks

Not all investment funds may produce regular valuations at specified intervals. Without a reliable valuation of the investment fund share, it may not be possible to determine the value of the Securities. Even where regular valuations of an investment fund are provided, the valuation and/or publication of such values may be suspended in certain circumstances. Furthermore, the net asset value of an investment fund may rely to a considerable extent (or even completely) on estimated values which may prove later to be incorrect. Fees and commissions incurred by the investment fund may nonetheless be calculated on the basis of the estimated net asset values and may not be corrected subsequently.

Risks resulting from the possible effects of redemptions of Fund Shares

Substantial redemption requests could require a fund to liquidate its assets more rapidly than otherwise intended pursuant to its investment program to raise liquidity for making payments to holders of Fund Shares in connection with a redemption request. As result, and due to a reduction of the fund's asset portfolio, the fund may be less diversified. In addition, costs (e.g. transaction costs) have a more significant impact on the value of the fund.

Substantial redemption requests may, in certain circumstances, even lead to a premature dissolution of the fund. In addition, the redemption of Fund Shares could be contemporarily suspended by the fund.

Specific risks affecting closed investment funds

The legal environment and requirements for closed investment funds (qualifying as AIFs) are less strict and provide less protection for investors than is the case for UCITS. In the case of closed investment funds, capital commitments may be subject to capital drawdown requirements arising over time with the result that the investment of the full amount of a capital commitment could be financed over a number of years. The capital commitment may also be subject to a time limit and the relevant investment fund may not be required to pay its capital commitment in full. In consequence of the nature of the various types of capital commitments, there can be no guarantee that the full amount of the capital commitment will in fact be drawn down in due course or at all.

Risks resulting from potential cross liability

If the investment fund is a sub-fund within an umbrella structure, the performance of the investment fund is subject to the additional risk that a sub-fund is liable in general towards third parties for the liabilities of another sub-fund within the umbrella structure.

If the Underlying is a Fund Share of a certain class of shares of an investment fund, the performance of the Underlying is subject to the additional risk that this class of shares is liable in general towards third parties for the liabilities of another class of shares of the investment fund.

h) Specific risks from investment activities in the case of Fund Shares as the Underlying

Market risks

The development of the prices and market values of the assets which are held by an investment fund is particularly dependent on the developments of the financial markets which themselves are influenced by the general condition of the world economy and the political parameters in the relevant countries. The general development of prices, in particular on securities exchanges, may also be affected by irrational factors such as sentiments, opinions and rumors.

Currency risks

An investment fund's income denominated in currencies other than the currency of that investment fund is subject to movements in the exchange rates of the currencies of the investments. This risk depends on the fluctuations of those currencies against the domestic currency of the investment fund and can result in further profits or losses for the investment fund in addition to those generated by the movement in price of the relevant asset.

Risks due to lack of liquidity of the assets and financial instruments purchased

The markets for some assets and financial instruments have only limited liquidity and depth. This may represent a disadvantage for an investment fund investing in those assets, both from the point of view of realizing the sale of investments and of the investment process, leading to higher costs and possibly to lower returns.

Counterparty risks

Not all investment funds are subject to restrictions relating to the contractual partners (counterparties) with which they enter into transactions for investment purposes. As a consequence, they are exposed to a certain extent to a general risk of non-payment (counterparty or issuer risk). Even if utmost care is exercised in the selection process, losses as a consequence of an (impending) default of a counterparty cannot be ruled out.

Concentration risks

Investment funds which concentrate their investment activities on a small number of assets, markets or industry sectors generally have a more pronounced earnings and risk profile than investment funds with widely diversified investments. In addition to higher potential profits, this may result in higher risk and increased volatility. As an example, regional investment funds or country funds are subject to a higher risk of losses because they depend on the performance of particular markets and do not attempt to diversify risk more widely by investing in a variety of markets. Likewise, sector funds such as commodity, energy or technology funds entail an increased risk of losses because they do not aim to diversify risk with a wider range of investments across different sectors either.

i) Specific risks relating to Fund Management in the case of Fund Shares as the Underlying

Risks due to dependence on the fund managers

The financial success of an investment fund is crucially dependent on the abilities, experience and expertise of the respective fund managers. If the fund managers responsible for investing the assets of the investment fund or the persons responsible for managing the fund are no longer available to administer the portfolio, this may have a negative effect on the financial performance of the relevant investment fund. Moreover, subjective (rather than systematic) decisions by the persons responsible for managing the fund may generate losses or prevent profits. Furthermore, it cannot be ruled out that the fund managers of an investment fund fail to adhere to the agreed investment strategies.

Risks in the event of limited disclosure of investment strategies

It may happen, especially in the case of AIFs, that an investment fund's investment strategy is disclosed only to a limited extent. In this event, it is not possible to analyse and review the

investment fund's investment strategy given that it has not been disclosed, or disclosed only partially.

Risks due to possible changes of investment strategies

The investment strategy of an investment fund may change over time. The fund managers may therefore no longer follow the same investment strategy in the future that they applied in the past. In addition, in some cases the specific details of the particular investment strategy may be proprietary, and consequently investors in the investment fund will not have access to the full details of those methods or be able to check whether those methods are being followed. In particular, an investment fund may seek to engage in increasingly less liquid investments in an effort to achieve above-average risk-adjusted returns.

Risks arising from misconduct by the fund managers

Misconduct on the part of its fund managers may result in the respective investment fund being exposed to claims for damages by third parties or suffering substantial losses up to and including the total loss of the assets under management. This includes, for example, failure to observe the agreed investment strategies, misappropriation of fund assets, issuing false reports about the investment activities or the discovery of other forms of misconduct. There is also the possibility of breaches of securities laws due to the improper use of confidential information or the falsification of information that is significant for valuation purposes, which could result in some circumstances in substantial liability for damages to third parties or liabilities in connection with payments out of realised income or penalties imposed on the investment fund itself.

j) Specific risks arising from assets purchased in the case of Fund Shares as the Underlying

Specific risks involved with investments in assets with low credit ratings

If an investment fund invests directly or indirectly in assets with a low credit rating (such as, for example, in securities with a rating below investment grade or distressed securities or loans), this will entail significant risks of loss for the relevant investment fund. Investments of this nature may be negatively affected by statutory provisions and other applicable regulations relating, for example, to insolvency proceedings, fraudulent transfers and other voidable transfers or payments, lender liability and the forfeiture of certain rights. In addition, the market prices of these assets are subject to abrupt and unpredictable market movements and above-average price volatility, while the spread between the bid and offer price of such securities may be larger than is usual in other securities markets.

Specific risks involved with investments in volatile and illiquid markets

If an investment fund invests in markets that are volatile or whose liquidity cannot be guaranteed, it may be impossible or expensive (especially in the event that trading is suspended or in the event of or daily price fluctuation limits in the trading markets or in other cases) for that investment fund to liquidate its positions with a contrary market movement. Alternatively, it may not be possible in certain circumstances for a position to be opened or liquidated immediately (in the event that there is insufficient trading volume in the respective market or in other cases). Moreover, the market prices, if available, of investments subject to statutory or other restrictions on transfer or for which there is no liquid market generally display higher volatility, and in some circumstances it may be impossible to sell the investments at the desired time or to realise their fair value in the event of sale. Investments in securities that are not quoted on a securities exchange or are traded in the over-the-counter market may be less liquid than publicly traded securities due to the absence of a public market for such securities. Furthermore, it may only be possible to sell non-publicly traded securities at a much later time than intended and/or, even though it is possible to resell such securities by means of privately negotiated transactions, the price realised from the sale may be less than the price originally paid. In addition, companies whose securities are not registered or publicly traded are not subject to the same disclosure and other investor protection requirements as companies whose securities are registered or publicly traded.

Specific risks involved with investments in other investment funds (Fund of Funds)

Where an investment fund ("**Fund of Funds**") invests in other investment funds ("**Target Funds**"), specific risks apply. The Target Funds in a Fund of Funds portfolio generally invest independently from each other and may from time to time hold economically converse positions. Moreover, the Target Funds may compete with each other for the same positions in certain markets. There can be no guarantee that the selection of a number of Target Funds will be more successful than the selection of only a single Target Fund. The portfolio of a Fund of Funds may also be composed of only a few Target Funds and/or may be focused on particular strategies. Such a concentration on only a few investment managers and/or investment strategies involves particularly high risks and may lead to larger losses than in the case of a broad diversification of assets.

The fund managers of the respective Target Funds act independently from each other. It may therefore happen that different investment funds may pursue the same or opposite investment strategies. This can lead to an accumulation of existing risks and to the neutralisation of potential opportunities to generate profits. In general, the investment manager of a Fund of Funds is not in a position to control the management of the Target Funds.

The Fund of Funds must bear not only its own administration and management fees but also the administration and management fees of the Target Fund. There is therefore generally a doubling of the fees borne by the fund. A Fund of Funds normally pays substantial charges (including the Target Fund managers' fees based on assets under management and performance-related allocations or

fees) which, if incurred, are payable irrespective of the overall profitability of the Fund of Funds (as opposed to the profitability of the individual Target Fund). The fees and expenses incurred by a Fund of Funds reduce the net asset value and therefore the performance of such a Fund of Funds. Consequently, the value of a Fund of Funds does not fully reflect the total performance of the Target Funds it is invested in.

Target Funds and their respective fund managers may be subject to varying levels of regulation. Certain investments in funds and accounts opened and maintained may not be subject to comprehensive government regulation.

Specific risks involved with investing exclusively in another investment fund (Feeder Fund)

Where an investment fund ("**Feeder Fund**") invests its assets more or less exclusively in another investment fund ("**Master Fund**"), the value of the investment may, if the Feeder Fund has a relatively small share in the Master Fund, be dependent on the actions of the other investors holding a larger share in the Master Fund, since they have a majority of the votes. Multiple Feeder Funds investing in the same Master Fund can result in an increased risk of conflicts of interest, especially for tax reasons. If a large shareholder redeems its shares in the Master Fund, the expense ratio for the remaining investors will increase. Furthermore, as the redemption of shares will lead to the sale of a significant portion of the Master Fund's assets, the remaining portfolio will be less diversified.

k) Specific risks due to particular portfolio management techniques in the case of Fund Shares as the Underlying

Risks of raising debt capital

Where debt capital is raised for the account of an investment fund, this creates an additional layer of indebtedness which may have a negative impact on the performance of the relevant investment fund in the event that the portfolio value falls and returns are negative. This also applies to debt capital raised in the case of investment vehicles in which an investment fund invests directly or indirectly. If the returns and the growth in value of investments financed with debt are less than the costs of raising that debt, the net asset value of the relevant investment fund will fall. Accordingly, any event that has a negative effect on the value of an investment made by the investment fund or the underlying investment vehicles will be magnified to the extent that debt has been employed. The cumulative effects of using debt in a market moving against an investment financed with debt could result in a substantial loss, which may be greater than if debt capital had not been employed.

Risks involved with short sales

If the investment strategy of an investment fund includes short sales (i.e. the sale of assets that are generally not in the seller's possession at the date of sale), this is done in the expectation of buying the relevant asset (or an exchangeable asset) at a lower price at a later date. Firstly, the asset sold

must be borrowed to enable it to be delivered to the purchaser. The asset to be returned to the lender is purchased. A short sale of this nature will generate a loss if the value of the relevant asset increases between the date of the short sale and the date at which the asset is purchased. A short sale therefore theoretically incorporates an unlimited risk with respect to an increase in the price of the relevant asset, which could theoretically result in unlimited losses. There can also be no guarantee that the assets needed to cover a short position will be available for purchase. In addition, there are regulations in some markets prohibiting short sales at a price below the most recent selling price, which may prevent short sales being executed at the most favorable time.

Risks involved with lending securities and with entering into sale and repurchase transactions

In order to generate additional income, investment funds may lend securities to broker-dealers, major banks or other recognised institutional borrowers of securities or enter into sale and repurchase transactions which involve the sale of securities held by the investment fund with a simultaneous agreement that the investment fund will repurchase such securities at an agreed price and date. The investment funds earn income from these transactions, which are generally collateralised by cash, securities or documentary credits. An investment fund might suffer a loss if the borrowing financial institution does not meet its obligations under the loan or sale and repurchase transaction. There is a risk that the securities lent may not be available to the investment fund again at the proper time and that it may therefore lose the opportunity to sell the securities at a desirable price.

Specific investment risks involved with synthetic investment strategies

Specially structured derivative instruments (such as swap contracts) may also be used in managing investment funds, in order to benefit synthetically from the financial performance of an investment in particular assets or baskets of assets. Transactions of this nature involve particular risks. If an investment fund enters into a transaction with respect to a derivative instrument in which it undertakes to take over the payments from a particular asset or a basket of assets, in some circumstances it may not be able to increase or reduce its position during the term of that instrument. Moreover, synthetic derivative instruments are generally highly illiquid and it may not be possible to terminate them prior to the respective maturity date, or it may be possible to do so only by incurring contractual penalties. The use of synthetic derivative instruments does not convey any rights of ownership or control or other rights that would be acquired in the event of a direct investment in the underlying assets.

Risks involved with entering into hedging transactions

The portfolio managers of an investment fund may make use of a variety of derivative financial instruments, such as options, interest rate swaps, caps and floors, futures and forward contracts, both for investment purposes and for hedging purposes (hedging transactions). Hedging transactions entail particular risks including possible default by the counterparty to the transaction,

illiquidity, and, if the respective portfolio manager's or advisor's assessment of particular market movements is incorrect, the risk that the use of hedging transactions could result in greater losses than would have been the case without those transactions. Nonetheless, with respect to certain investment positions, an investment fund may not be sufficiently hedged against market fluctuations; in that case, an investment position could generate a greater loss than would have been the case if the investment fund had hedged the position adequately. Moreover, it should be noted that an investment fund's portfolio will always be exposed to certain risks that cannot be hedged, such as credit risk (relating both to particular securities and to counterparties).

l) Specific risks associated with exchange traded funds

Exchange traded funds ("**ETFs**") generally aim to replicate the performance of a particular index, basket or individual asset ("**ETF-Benchmark**"). However, the constitutional documents or the investment program of an ETF allow the ETF-Benchmark to be replaced in certain circumstances. As a result, the ETF might not continuously replicate the performance of the original ETF-Benchmark. ETFs may either replicate the performance of an ETF-Benchmark fully by investing directly in the assets included in the relevant ETF-Benchmark or use synthetic replication techniques like swaps or other sampling techniques. The value of ETFs is therefore particularly dependent on the value and performance of the assets and securities used to replicate the ETF-Benchmark. Nevertheless, differences between the unit price of the ETF and the actual value of the ETF-Benchmark cannot be ruled out.

In contrast to other funds ETFs are generally not actively managed. Instead, investment decisions are predetermined by the relevant ETF-Benchmark and its constituent assets. A negative performance of the ETF-Benchmark usually results in a decline of the ETF's net asset value and the unit price determined on the relevant exchange. Moreover, the replication of an ETF-Benchmark typically entails additional risks such as the risk that some ETF-Benchmark constituents may be illiquid or the credit risk relating to swap counterparties; in particular, ETFs using derivatives to replicate or hedge positions may incur disproportionately high losses in the case of an unexpected negative performance by the ETF-Benchmark due to the leverage effect.

There can be no guarantee in the case of ETFs that an admission to trading or quotation can be maintained at all times. The unit price of an ETF is composed of the total value of all the securities in its portfolio, less any liabilities, i.e. the net asset value. A decline in the unit price or value of the fund's securities or other investments while replicating the performance of an ETF-Benchmark will result in losses for the fund and the fund units. Even a wide spread of investments and broad diversification cannot exclude the risk of a decline in the unit prices due to the negative development of particular markets. The unit price of an ETF is determined on the basis of supply and demand. This unit price may differ from the final net asset value published by the investment fund. Divergences may therefore arise between the unit price and the actual net asset value during trading hours.

III. INFORMATION ON THE BASE PROSPECTUS

A. Responsibility Statement

UniCredit Bank AG having its registered office at Arabellastraße 12, 81925 Munich, Germany accepts responsibility for the information contained in this Base Prospectus. UniCredit Bank AG declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and that the Base Prospectus makes no omission likely to affect its import.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

The information contained in this Base Prospectus are made in relation to the date of this Base Prospectus and may become incorrect or incomplete in case of changing circumstances. The Issuer will publish every new significant new factor, material mistake or material inaccuracy in relation to information contained in the Base Prospectus. Such publication will be made pursuant to Article 23 (1) and (2) PR in a supplement to the Base Prospectus.

B. Third Party Information

The Issuer confirms that the information by third parties in this Base Prospectus and in the Final Terms, as applicable, has been accurately reproduced and that so far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer will identify the source(s) of such information in the Final Terms in "Section A" under "Additional information".

To the extent additional information is included in the Final Terms (for example, with regard to information about the Underlying), the respective source for the corresponding information is stated at the relevant place.

Reference may also be made to websites for information about the Underlying and the respective Final Terms. These websites can be used as a source of information for the description of the Underlying. The Issuer assumes no warranty for the accuracy of the content and the completeness of the data shown on the websites.

C. Information on the approval and the notification of the Base Prospectus

This Base Prospectus has been approved by the CSSF. The CSSF thereby acts in its capacity as the competent authority in accordance with the PR.

The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the PR. Such approval should not be considered as an endorsement of the Issuer or the quality of the Securities that are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Securities.

Under this Base Prospectus Bond Linked Equity Securities may only be offered to the public or admitted to trading on a regulated or other equivalent market in Bulgaria, Croatia, Czech Republic, Hungary, Luxembourg, Poland and the Slovak Republic. For this purpose, CSSF at the request of the Issuer has provided an electronic copy of this Base Prospectus and a certificate of its approval to the competent authorities in these countries pursuant to Article 25 PR (Notification). This certificate states that the Base Prospectus has been prepared in accordance with the PR.

D. Publication of this Base Prospectus

The Base Prospectus, any supplement to the Base Prospectus and the respective Final Terms are available on the website as specified in the respective Final Terms or on any successor website. In addition, the Base Prospectus, any supplement to the Base Prospectus and, if the relevant Securities are listed on the Luxembourg Stock Exchange, the respective Final Terms will be automatically published on the website of UniCredit AG (<https://www.onemarkets.de/de/rechtliches/basisprospekte.html>) and on the website of the Luxembourg Stock Exchange (<https://www.bourse.lu>).

E. Consent to the Use of the Base Prospectus

The Issuer may consent to the use of the Base Prospectus to all financial intermediaries (general consent) or to only one or several specified financial intermediaries (individual consent) or to no financial intermediary (no consent) and will designate its decision in the Final Terms.

General consent

In case of general consent, the following applies:

The Issuer consents to the use of the Base Prospectus, any supplement thereto as well as the relevant Final Terms by financial intermediaries in the member states, in which the Base Prospectus has been notified, to the extent such member states have been specified as offering countries during the offer period specified in the Final Terms and the Issuer assumes the liability for the content of this Base Prospectus also with regard to any subsequent resale or final placement of the Securities

INFORMATION ON THE BASE PROSPECTUS

Such consent can be given in relation to the following Member States, in which the Base Prospectus is valid or into which it has been notified as specified in the Final Terms:

Bulgaria, Croatia, the Czech Republic, Hungary, Luxemburg, Poland and the Slovak Republic.

The Issuer's consent to the use of the Base Prospectus may be given under the condition that

- (i) each financial intermediary complies with the applicable selling restrictions and the terms and conditions of the offer and
- (ii) the consent to the use of the Base Prospectus is not revoked

In addition, the Issuer's consent to the use of the Base Prospectus may be given under the condition that the financial intermediary using the Base Prospectus commits itself to comply any information and notification requirements under investment laws and regulations with regard to the Underlying or its components. This commitment is made by the publication of the financial intermediary on its website stating that the prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

Furthermore, in connection with the consent to the use of the Base Prospectus the Issuer may impose the condition that the financial intermediary using the Base Prospectus commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

Apart from that, the consent is not subject to further conditions.

Information on the terms and conditions of the offer by any financial intermediary is to be provided at the time of the offer by the financial intermediary.

Any further financial intermediary using the Base Prospectus shall state on its website that it uses the Base Prospectus in accordance with this consent and the conditions attached to this consent.

New information with respect to financial intermediaries unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms, as the case may, will be published and will be found on the website of the Issuer (www.onemarkets.de) under "Rechtliches", "Zustimmung zur Prospektnutzung" (or any successor website which the Issuer will publish in accordance with § 6 of the General Conditions).

F. Other notes

In connection with the issuance, sale or offer of the Securities, no person has been authorised to give any information or to make any representation not contained in this Base Prospectus.

Neither this Base Prospectus nor any other information supplied in connection with the Securities constitute a recommendation, an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Securities.

IV. INFORMATION ON THE OFFER AND THE ADMISSION TO TRADING

A. Information on the offer of the Securities

1. General information on the offer of Securities

The Securities can be offered to retail clients, institutional investors and/or other qualified investors. The restrictions described in section "XIII.A Selling Restrictions" on page 208 et seq. must be observed. Which investors the Securities will be offered to will be specified in the Final Terms.

The Securities can be offered in the Offering Countries. The Final Terms will specify in which country an offer of the respective Securities will take place.

The first day of the public offer ("**First Day of Public Offer**") will be specified in the Final Terms.

2. Offer of Securities with a subscription period

Before the Issue Date, the Securities can be offered to potential investors during a subscription period. The "Subscription Period" will be specified in the Final Terms. To purchase the Securities, a potential investor has to make a subscription order to be forwarded to the Issuer during the Subscription Period.

The subscribers will be notified about the subscribed amount by booking of the allocated Securities to their securities account at a securities account bank. There will be no separate notification in addition to the booking. That means, subscribers will not be expressly informed about the allocation. Trading in the Securities may start prior to the notification of the allocation.

The Issuer can set a minimum or maximum subscription amount for a subscription. If that is the case, it will be specified in the Final Terms.

The Issuer reserves the right to extend or shorten the Subscription Period or to withdraw the issue before the Issue Date during the Subscription Period for any reason. The Issuer has the right to accept or reject the subscription orders of potential investors in whole or in part, irrespective of whether or not the intended volume of the Securities to be placed is reached. The Issuer has the right to make allocations at its own discretion. Whether and to what extent the Issuer exercises such right is subject to its own discretion.

Furthermore, the Issuer reserves the right not to issue the Securities (particularly in case of low demand during the Subscription Period). In that case, any offers to purchase the Securities already submitted, i.e. the subscriptions of potential investors, will become void. A corresponding announcement will be made on the website(s) specified in the Final Terms.

After the end of the Subscription Period, the Securities may be continuously offered. If that is the case, it will be stated in the Final Terms.

3. Offer of Securities without a subscription period

The Securities can also be offered to potential investors without a subscription period. In that case, the Securities will be continuously offered as from the First Day of Public Offer or the Begin of a New Public Offer, as the case may be and during the validity of the Base Prospectus (and any subsequent Prospectuses).

4. Additional information about the offering of the Securities

The specific conditions and requirements for the offering of the Securities will first be fixed shortly before publication of the Final Terms. The following conditions and requirements will be published in the Final Terms:

- (i) the First Day of Public Offer;
- (ii) whether the public offer may at any time and without giving the cause may be terminated by the Issuer;
- (iii) information about the increase of Securities which have already been issued;
- (iv) smallest transferable and/or tradable unit or amount;
- (v) the conditions for the offer of the Securities;
- (vi) further information on how the Securities may be purchased.

5. Issue Price of the Securities

The "**Issue Price**" is the price at which the Securities will first be offered for purchase.

In case the Securities are offered without a Subscription Period, the Issue Price per Security will regularly be specified in the Final Terms.

In case the Securities are offered during a Subscription Period, the Issue Price determined by the Issuer will apply to all Securities subscribed during the Subscription Period and allocated after the end of the Subscription Period. The Issue Price per Security will be specified in the Final Terms.

In case the Issue Price per Security is not yet determined at the time of the issuance of the Securities or cannot be specified in the Final Terms for any other reason, the Issue Price per Security will be determined by the Issuer on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations

and lending fees). The Issue Price and the continuous offer price of the Securities will be published by the Issuer after their determination in accordance with the Final Terms.

6. Costs and expenses charged to the subscriber or purchaser

The purchase of Securities entails costs and expenses for the subscriber or purchaser. In particular, the following costs and expenses can be charged to the subscriber or purchaser:

- an offering premium,
- a sales commission,
- other commissions.

These and all other costs and expenses which the Issuer will charge to the subscriber or purchaser will be specified in the relevant Final Terms.

The Issue Price as well as the bid and ask prices provided by the Issuer during the term of the Securities are based on the internal pricing models of the Issuer. Apart from the costs and expenses mentioned above, they can also include an expected margin which is not visible for the investor. This remains with the Issuer. This margin can principally include costs which the Issuer has incurred or it will incur. Example: costs of the Issuer for the structuring of the Securities, costs for the hedging of the Issuer and costs for distribution.

If known to the Issuer, it will also indicate in the relevant Final Terms the costs and expenses in accordance with Regulation (EU) 2186/2014 or Directive 2014/65/EU, which are included in the Issue Price itself.

Other costs and expenses associated with the purchase of the Securities which are charged to the subscriber or the buyer, for example, by his principal bank, stock exchange or other third party, shall be requested there.

7. Issuance and delivery of the Securities

The Securities will be issued on the relevant Issue Date. The "**Issue Date**" will be specified in the relevant Final Terms.

As of the Issue Date, the Securities will be delivered to the subscriber or purchaser, as applicable.

With respect to the delivery of the Securities one of the following options may be specified in the Final Terms:

Delivery against payment

The Securities are delivered to the subscriber or purchaser, as applicable against the payment of the Issue Price.

Delivery without payment

The Securities are delivered to the subscriber or purchaser, as applicable irrespective of the payment of the Issue Price.

Alternatively, a different system of payment and delivery may be specified in the Final Terms.

With regard to a purchase of the Securities after the Issue Date, delivery will occur in accordance with local market practice.

The size of an issuance of Securities is expressed by either the Issue Volume or the Aggregate Nominal Amount. The "**Issue Volume**" refers to the number of individual notes or certificates being part of an issuance of Securities. In contrast, the "**Aggregate Nominal Amount**" refers to the product of the Issue Volume and the Nominal Amount. The Issue Volume or the Aggregate Nominal Amount will be specified in the Final Terms. The Securities will be offered or admitted to trading in an amount equal to the Issue Volume or the Aggregate Nominal Amount, as applicable.

B. Information on the admission of the Securities to trading

1. Admission to trading and listing of the Securities

The Issuer may make an application to admit the Securities to trading on a regulated market, a third country market, a multilateral trading system and/or another exchange or another market and/or trading system for the Securities, inter alia, the listing of the Securities on the official list of the Luxembourg Stock Exchange and admission to trading of the Securities on the regulated market of the Luxembourg Stock Exchange. In such a case the relevant Final Terms set out the regulated or other equivalent markets and the earliest date (if known) on which the Securities are or will likely be admitted to trading.

The Securities may also be issued without being admitted to trading, listed or traded on any regulated or other equivalent market, any other stock exchange, any other market and/or trading system.

Even if the Issuer makes such application there is no guarantee that this application will be granted or that an active trading will occur or develop.

2. Market Maker and intermediaries in secondary trading

The Issuer can commission a third party to provide liquidity for the relevant Security (the "**Market Maker**"). The Issuer may also act itself as Market Maker. There is however no obligation to do so. The Market Maker will, in accordance with the relevant rules of the respective trading locations, regularly submit bid and ask prices (purchase and selling prices) during the normal trading hours for the Securities under normal market conditions.

If the Issuer retains intermediaries in secondary trading, the names and addresses of these institutions will be set out in the Final Terms. This information will only be given if intermediaries engage in secondary trading on the basis of a binding commitment. The publication in the Final Terms then describes the main conditions for the intermediary's commitment.

C. Other information

1. Interest of natural and legal persons involved in the issuance / offering of the Securities

Any of the Distributors and their affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, any of such Distributors and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. Therefore, the Distributors and their affiliates may have a particular interest in the Issuer's economic success and the continuance of their business relationship with the Issuer.

Besides, conflicts of interest in relation to the Issuer or the persons entrusted with the offer may arise for the following reasons which may result in a decision to the Security Holder's disadvantage:

- The Issuer specifies the Issue Price.
- The Issuer and one of its affiliates act as Market Maker of the Securities (however, no such obligation exists).
- Distributors may receive inducements from the Issuer.
- The Issuer, any Distributor and any of their affiliates act as Calculation Agent or Paying Agent in relation to the Securities.
- From time to time, the Issuer, any Distributor and any of its affiliates may be involved in transactions on their own account or on the account of their clients, which affect the liquidity or the value of the Reference Assets or price of the Underlying or its components.

INFORMATION ON THE OFFER AND THE ADMISSION TO TRADING

- The Issuer, any Distributor and its affiliates may issue securities in relation to the Reference Asset and/or Reference Entity or the Underlying or its components on which already other securities have been issued.
- The Issuer, any Distributor and any of its affiliates may possess or obtain material information about the Reference Asset and/or Reference Entity or the Underlying or its components (including publicly not accessible information) in connection with its business activities or otherwise.
- The Issuer, any Distributor and any of their affiliates may engage in business activities with the Reference Entity or the issuer of the Underlying or its components, its affiliates, competitors or guarantors.
- The Issuer, any Distributor and any of their affiliates may also act as a member of a syndicate of banks, as financial advisor or as bank of a Reference Entity or sponsor or issuer of the Underlying or its components.
- The Issuer or one of its affiliates may act as index sponsor, index calculation agent, index advisor or index committee.
- The Issuer or one of its affiliates may act as an investment advisor or manager of a fund used as Underlying.

2. Use of Proceeds and Reasons for the Offer

The net proceeds from each issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

3. Publications after completed issuance of the Securities

The Issuer will not publish any information about the Securities and the relevant Reference Asset or Underlying after issuing the Securities. Exemption: The Terms and Conditions provide for the publication of a notification in certain situations. In these situations, the publication will take place pursuant to § 6 of the General Conditions to the Securities on the websites set forth in the Final Terms. The Issuer is entitled to replace these websites by a corresponding successor site communicated pursuant to § 6 of the General Conditions to the Securities.

The Issuer will publish significant new factors, material mistakes or important new circumstances or material inaccuracies with regard to the information contained in the Base Prospectus. The publication will be made in a supplement to this Base Prospectus pursuant to Article 23 of the PR.

V. GENERAL INFORMATION ON THE SECURITIES

A. Information on the Securities

1. Type, form, currency and ISIN of the Securities

The Securities can be issued as notes or as certificates with a Nominal Amount.

The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany. The Securities will be represented by a bearer global note (the "**Global Note**") without interest coupons.

The Global Note will be held in custody by the Clearing System. The "**Clearing System**" will be specified in the Final Terms. Securities may be cleared, separately or jointly, through Euroclear Bank SA/NV as operator of the Euroclear system (1 Boulevard du Roi Albert IIB, 1210 Brussels, Belgium) ("**Euroclear Bank**"), Clearstream Banking société anonyme, Luxembourg (42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg) ("**Clearstream Banking SA**" or "**CBL**"), Clearstream Banking AG, Frankfurt am Main (Mergenthalerallee 61, 65760 Eschborn, Germany) ("**Clearstream Banking AG**" or "**CBF**"), and/or any alternative clearing system as specified in the Final Terms.

The right to receive Securities in definitive form is excluded. The rights of the Security Holders – including any claims for interest – result from the Global Note. The Securities are transferrable as co-ownership interest in the Global Note pursuant to the relevant regulations of the respective Clearing System.

In any case, potential investors should take note of the Selling Restrictions for each offer countries described in section "XIII.A Selling Restrictions" on page 208 et seq. The Securities may be issued in different Specified Currencies, such as Euros or US-Dollars. That means that all payments out of and under the Securities will be made in the Specified Currency. The Specified Currency will be specified in the Final Terms.

An International Security Identification Number (the "**ISIN**") will be assigned to the Securities. The ISIN will be specified in the relevant Final Terms. Additionally, the Final Terms may specify further identifiers or codes for the Securities (such as the German Securities Identification Number (*Wertpapierkennnummer*) "**WKN**").

2. Status of the Securities, Ranking in case of a resolution of the Issuer

The Securities constitute direct and unsecured obligations of the Issuer. The Securities rank *pari passu* with all other unsecured and unsubordinated obligations of the Issuer. Exception: obligations which have a preference or subordination under the law.

The recovery and resolution laws applicable to the Issuer comprising the

- Regulation (EU) No 806/2014 ("**SRM**"),
- the Restructuring and Resolution Act (*Sanierungs- und Abwicklungsgesetz* – "**SAG**") implementing the Directive 2014/59/EU of 15 May 2014 (BRRD),
- the German Banking Act (*Kreditwesengesetz* – KWG) and
- the German credit institution reorganisation act (*Kreditinstitute-Reorganisationsgesetz* – KredReorgG)

provide for regulatory requirements and administrative powers for the restructuring and resolution of a credit institution and their groups ("**Institutions**"). This may adversely affect the market value of the issued debt securities as well as rights in connection with the issued debt securities.

According to the SRM and the SAG, shareholders and creditors, which have purchased financial instruments issued by those Institutions, may participate in an Institution's losses and the costs of the resolution; so-called instruments of creditor participation (*Gläubigerbeteiligung*).

This means, that the Securities of the Issuer, as an Institution, are also subject to the instrument of creditor participation.

The prerequisites for a resolution are met under the SAG, when BaFin, as the relevant resolution authority, makes the following determinations:

- that the Issuer is failing or likely to fail,
- that in order to achieve one or more resolution objectives, exercising a resolution measure is necessary and proportionate,
- that the failure of the Issuer cannot be remedied within the given timeframe with any other measure.

If, according to the determinations of the relevant resolution authority, these prerequisites are met with regard to an Institution, the resolution authority can – even before the insolvency of the Institution – undertake comprehensive measures, which can be detrimental to creditors (such as the Security Holders). The resolution authority can, for example, transfer shares in the Institution or parts or the entirety of the assets of the Institution, including its liabilities, to a bridge institution, an asset management company or another suitable third party and thereby compromise the Institution's ability to honour its payment and delivery obligations towards the creditors of the financial instruments it has issued – and therefore towards the Security Holders of the Securities issued by the Issuer.

GENERAL INFORMATION ON THE SECURITIES

Furthermore, in accordance with the SAG the resolution authority is entitled to write down the claims of holders of unsecured Securities of the Issuer described in this Base Prospectus partially or completely or to convert them into equity (stock or other forms of shares) in the Issuer (so-called bail-in), in order to stabilise the Issuer as an Institution.

The resolution authority can also suspend the payment and delivery obligations of the Issuer as an Institution, e.g. resulting from the Terms and Conditions towards the Security Holders, or the option of the Security Holders to exercise any termination or any similar rights (*Gestaltungsrechte*) according to the Terms and Conditions of the Securities issued by the Issuer until the banking day following the publication of the resolution order. Under certain circumstances, the resolution authority can also amend contractual provisions regarding the obligations of the Institution, including the Terms and Conditions of the Securities issued by the Issuer, or cancel or suspend trading of securities of the Issuer on a regulated market or the listing.

If a resolution authority takes a measure in accordance with the SAG, the Security Holder is not entitled based on this measure alone, to terminate the Securities or to exercise other contractual rights, as long as the Issuer as an Institution is still performing its main obligations (*Hauptleistungspflichten*) resulting from the Terms and Conditions, including its payment and delivery obligations.

For the purposes of a bail-in, the claims of the creditors of the Issuer as an Institution, like the holders of the unsecured Securities of the Issuer described in this Base Prospectus, will be divided into several groups and will participate according to a fixed ranking (the "**Liability Cascade**").

First in the Liability Cascade are owners of the Issuer as an Institution (i.e. holders of stock and other shares), then it is the creditors of Additional Tier 1 instruments or of Tier 2 instruments and creditors of unsecured subordinated liabilities (this includes for example subordinated loans and participation rights) of the Issuer.

The next category consists of unsecured, unsubordinated liabilities which also includes debt liabilities such as bearer bonds, order bonds (*Orderschuldverschreibungen*), registered bonds and *Schuldscheindarlehen*. Exception: covered deposits or indemnifiable (*entschädigungsfähig*) deposits.

Within this category, there are non-structured debt instruments, which get assigned a lower ranking in case of insolvency proceedings than other unsecured, unsubordinated liabilities. The lower ranking can be based on statutory regulation or an explicit provision by the borrower in the terms. These so-called non-preferred debt instruments rank above the other unsecured, unsubordinated liabilities pursuant to the Liability Cascade.

The Securities described in this Base Prospectus are "**Senior Securities**", that means that they rank below the non-preferred debt instruments pursuant to the Liability Cascade. Accordingly, in the case of a bail-in, you will be impacted only after the holders of these non-preferred debt instruments.

3. Description of the rights arising from the Securities (including their limitation)

a) Interest on the Securities

The Securities do not provide any interest payment.

b) Redemption of the Securities

The Securities have a fixed term, which may be reduced in certain circumstances. The Securities provide for cash settlement at maturity. Further information on the redemption of the Securities are set out in section "VI. DESCRIPTION OF THE SECURITIES" on page 64 et seq.

c) Market Disruptions

During the term of the Securities, Market Disruption Events may occur with respect to the Underlying that affect the Securities. As a consequence of the occurrence of a Market Disruption Event the Calculation Agent may, for example, postpone an Observation Date specified in the Final Terms or the determination of a Reference Price of the Underlying by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Under certain circumstances, the subsequent Payment Dates may be postponed accordingly.

d) Adjustments to the Terms and Conditions

Upon the occurrence of one or more Adjustment Events, as specified in the relevant Final Terms, the Calculation Agent will in its reasonable discretion (§ 315 BGB) adjust the Terms and Conditions of these Securities and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of the Securities, pursuant to the relevant Final Terms, in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible.

e) Rescission by the Issuer / Corrections

Obvious typing and calculation errors or similar obvious errors in the Terms and Conditions of German law Securities entitle the Issuer to rescission vis-à-vis the Security Holders. The Issuer may combine the declaration of rescission with an offer to continue the Securities under amended Terms and Conditions.

Furthermore, the Issuer is entitled to correct or amend incomplete or inconsistent provisions in the Terms and Conditions in its reasonable discretion (§ 315 et seq. BGB).

If in such case a public offer has not yet been closed or admission of the Securities for trading is planned, the Issuer will publish a corrected version of the Final Terms of the respective Securities and, if the legal requirements are fulfilled (in particular, a material inaccuracy of the Base Prospectus), publish in advance a supplement to this Base Prospectus pursuant to Article 23 of the PR.

f) Tax

Payments under the Securities will be made only after deduction and withholding of present or future taxes, to the extent that such deduction or withholding is required by law.

In this context, the term "Tax" includes taxes, levies and state fees of any kind that are levied under any applicable legal system or in any country claiming tax jurisdiction, by or on behalf of a territorial authority or authority of the country responsible for collecting the tax is authorized, imposed, collected or collected, including a withholding tax under Section 871 (m) of the United States Internal Revenue Code of 1986, as amended ("**871(m) Withholding Tax**").

In any case, the Issuer is entitled to use the maximum applicable tax rate (plus value added tax if applicable) in respect of 871(m) Withholding Tax in connection with the Terms and Conditions. Under no circumstances will the Issuer be required to make any compensation in respect of any taxes deducted, withheld or otherwise claimed.

g) Presentation Period

The presentation period for German law securities provided for in § 801 (1) sentence 1 BGB is reduced to ten years for the Securities.

4. Payments and Agents

Payments

Under the Securities, payments of the Issuer to the Security Holders are made as follows: All payments shall be calculated by the Calculation Agent in accordance with the Terms and Conditions. The Issuer then pays the amounts due to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System. The Clearing System credits these payments to the respective accounts of the depository banks. The depository banks then credit the payments to the respective accounts of the Security Holders. The payment to the Clearing System will discharge the Issuer from its obligations under the Securities in the amount of such a payment.

The "**Principal Paying Agents**" under the Programme are UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany and (for Securities deposited with Clearstream Banking SA and Euroclear Bank) Citibank, N.A., London Office, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

The "**Calculation Agent**" under the Programme is UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany or any other Calculation Agent specified in the Final Terms.

If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay. Which days will be considered "**Banking Days**" will be specified in the Final Terms.

Agents

Principal Paying Agents under the Programme are UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany and (for Securities deposited with Clearstream Banking SA and Euroclear Bank) Citibank, N.A., London Office, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

Calculation Agent under the Programme is UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany.

Luxembourg Listing Agent under the Programme is BNP Paribas Securities Services, Luxembourg Branch, 60, avenue J.F. Kennedy, L-1855 Luxembourg, Luxembourg.

The Issuer may decide to appoint another Principal Paying Agent and/or Calculation Agent for the Securities issued under the Base Prospectus. The relevant details of such alternative Principal Paying Agent and/or Calculation Agent will be specified in the Final Terms.

5. Information according to Article 29 of the Benchmark Regulation

The Underlyings may be Benchmarks within the meaning of the Regulation (EU) 2016/1011⁴ ("**Benchmark Regulation**"). A "**Benchmark**" is a published figure which is referenced to determine payments under a financial instrument (e.g. the Securities). In connection with the Securities, Benchmarks can include:

- an Index.

The Benchmark Regulation sets out the tasks and obligations of all parties contributing to the Benchmark. This includes the so-called "**Benchmark Administrators**" who control the provision of the Benchmark. In addition, it includes provisions for certain companies that use Benchmarks (for example by issuing Securities which reference a Benchmark as the Underlying). This includes the Issuer.

⁴ Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014.

Furthermore, according to the Benchmark Regulation the Issuer is subject to special information duties with regard to this Base Prospectus. This includes the information, whether the benchmark is provided by a Benchmark Administrator who is registered in the register accordance with Article 36 of the Benchmark Regulation (a "**Registered Benchmark Administrator**"). In case the relevant Securities reference a Benchmark, the Final Terms will specify whether this is the case as the relevant Benchmark that is the Underlying for the respective issuance of Securities and the respective Benchmark Administrator are not known as of the date of this Base Prospectus.

B. Information on the Reference Asset

The Securities are linked to the performance of a Reference Asset. A Reference Asset may be a bond or a loan (including German law governed Schuldscheindarlehen). The Reference Asset will be specified in the Final Terms.

C. Information on the Underlying

Underlying may be either a share ("**Share**") or an American Depository Receipt ("**ADR**") or a Regional Depository Receipt ("**RDR**") (respectively a "**Depository Receipt**"), an index or units or shares of investment funds, including exchange traded funds ("**ETF**") (each a "**Fund Share**") or indices related to Fund Shares or to a basket of Fund Shares.

Index may be the Index composed by the Issuer or which is not composed by the Issuer or any legal entity belonging to the same group. For this purpose, the Issuer is registered as Benchmark Administrator pursuant to Article 36 of the Benchmark Regulation lead by the European Securities and Markets Authority ("**ESMA**").

The Reference Asset and, if applicable, the Underlying is the main influencing factor on the value of the Securities. In general, the Security Holders participate in any positive as well as in any negative performance of the Underlying during the term of the Securities.

The deduction of any fees or other price-influencing factors may also influence the actual performance of the Securities.

VI. DESCRIPTION OF THE SECURITIES

A. General information on all Product Types

The Securities will be issued as notes or certificates constituting debt instruments in bearer form (Inhaberschuldverschreibungen) pursuant to § 793 BGB. The Nominal Amount per Security will be specified in the relevant Final Terms. The Nominal Amount shall be not less than EUR 1,000.

The definitions of the defined terms used herein are specified in the Conditions (as defined in the section "VII Conditions of the Securities") on page 77 et seq. The Conditions of the Securities comprise Part A – General Conditions of the Securities, Part B - Product and Reference Asset Data and Part C – Special Conditions of the Securities. The information set out below provides an overview of the Product Types which may be issued under this Programme.

B. Detailed information on the Bond Linked Equity Securities (Product Type 1)

1. General description of the Securities

Bond Linked Equity Securities are securities whose redemption depends on two components: i) the Reference Asset and ii) the Underlying.

The Redemption Amount of the Bond Linked Equity Securities corresponds to the sum of the Conditional Minimum Redemption Amount ("**Redemption Amount Component 1**") and an additional redemption amount ("**Redemption Amount Component 2**").

a) Redemption Amount Component 1

The Redemption Amount Component 1 is a Conditional Minimum Redemption Amount that corresponds to the repayment amount of the Reference Asset. Subject to the occurrence of a Risk Event and/or Enforcement Event (s. below), the Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount, which may be equal to or less or more than the Nominal Amount.

The Reference Asset is a bond issued either by a corporate, a financial or a sovereign entity (the "**Reference Entity**").

b) Redemption Amount Component 2

The Redemption Amount Component 2 is linked to the performance of an Underlying. Subject to the occurrence of a Risk Event and/or Conversion Event (s. below) and/or Enforcement Event, the Securities pay at maturity an additional redemption amount depending on the performance of the Underlying.

The Underlying is either a share or depositary receipt, an Index or a Fund.

2. Redemption at maturity

If no Risk Event, no Conversion Event and no Enforcement Event has occurred, the Bond Linked Equity Securities will be redeemed on the Final Payment Date by payment of the Redemption Amount per Security.

a) Redemption Amount Component 1

The Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount.

b) Redemption Amount Component 2

The Redemption Amount Component 2 is equal to the Nominal Amount multiplied by i) the difference between the Performance of the Underlying and the Strike Level and ii) the Participation Factor.

The Redemption Amount Component 2 is no less than zero.

Performance of the Underlying means the quotient of R (final) and R (initial).

In the case of Bond Linked Equity Securities with Cap the Redemption Amount Component 2 is no higher than the Maximum Additional Redemption Amount.

R (initial) means:

- for Securities where R (initial) has already been specified, R (initial) specified in the respective Final Terms, or
- for Securities with initial Reference Price observation, the Reference Price on the Initial Observation Date, or
 - for Securities with initial average observation the equally weighted average (arithmetic mean) of the Reference Prices determined on the Initial Observation Dates;
- for Securities with best-in observation the highest Reference Price during the Best in-Period;
 - for Securities with worst-in observation alternatively: the lowest Reference Price during the Worst in-Period.

R (final) means:

- for Securities with final Reference Price observation:

- the Reference Price on the Final Observation Date ;
- for Securities with final average observation the equally weighted average (arithmetic mean) of the Reference Prices determined on the Final Observation Dates;
- for Securities with best-out observation
 - the highest Reference Price during the Best out-Period;
- for Securities with worst-out observation
 - alternatively: the lowest Reference Price during the Worst out-Period.

The Participation Factor, the Strike Level, the Maximum Additional Redemption Amount, the Best in-Period, the Worst in-Period, the Best out-Period and the Worst out-Period are specified in the respective Final Terms.

3. Redemption at maturity after Conversion

If a Conversion Event has occurred, the Issuer will be released from its obligation to redeem the Securities at the Redemption Amount and shall redeem the Securities on the Final Payment Date at the Settlement Amount.

A Conversion Event is any Extraordinary Event affecting the Underlying as specified in the relevant Final Terms.

The Settlement Amount corresponds to the sum of the Settlement Amount Component 1 and the Settlement Amount Component 2.

a) Settlement Amount Component 1

The Settlement Amount Component 1 is equal to the Redemption Amount Component 1.

b) Settlement Amount Component 2

The Settlement Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security (plus accrued interest until the Final Payment Date) as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Conversion Event.

4. Early Redemption

If a Risk Event has occurred and a Risk Event Notice has been published at any time during the Risk Event Notice Period ("**Acceleration Event**"), then the Issuer is released from its obligation to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the Acceleration Redemption Amount on the Acceleration Redemption Date.

A Risk Event, as specified in the relevant Final Terms, is a credit event in respect of the Reference Entity, the Reference Asset or any of the Reference Entity's obligations (either directly or as provider of a guarantee), such as Bankruptcy, Failure to Pay, Restructuring or Governmental Intervention.

The Acceleration Redemption Amount per Security corresponds to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount Component 2.

a) Acceleration Redemption Amount Component 1

The Acceleration Redemption Amount Component 1 corresponds to the sum of i) the cash amount actually repaid by the Reference Asset at maturity (the "**Reference Asset Redemption Amount**") and ii) the market value of the defaulted Reference Asset. The Reference Asset market value is assessed by means of an Auction performed according to the procedure provided for in the relevant Final Terms: The Acceleration Redemption Amount Component 1 is calculated based on the cash amount calculated by the Calculation Agent as a result of the Auction of the defaulted Reference Asset and the Reference Asset Redemption Amount.

b) Acceleration Redemption Amount Component 2

The Acceleration Redemption Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Acceleration Event.

5. Enforcement

At all times prior to the Final Payment Date, an amount of the Reference Asset that is sufficient to cover the Issuer's liability from the Redemption Amount Component 1 of all outstanding Bond Linked Equity Securities shall be pledged to a Trustee for the benefit of the Security Holders.

In case of failure to pay or insolvency of the Issuer ("**Enforcement Event**") the Reference Asset shall be enforced by the Trustee for the benefit of the Security Holders according to the procedure provided for in the Master Trust Agreement. Thus, with respect to the Conditional Minimum Redemption Amount, the Security Holders don't bear the credit risk of the Issuer but of the Reference Entity.

The proceeds realised from the enforcement of the Reference Asset will be distributed to the Security Holders on a *pro rata* basis for payment of the relevant Redemption Amount or Settlement Amount as the case may be. As the Trustee is entitled to retain from the proceeds of the enforcement an amount equal to its regular outstanding fees and expenses, the amount to be distributed to the Security Holders may significantly less than the Conditional Minimum Redemption Amount. The Security Holders' right to claim any due amounts not covered by the Trustee's payment against the Issuer or the Issuer's insolvency estate remains unaffected.

C. Detailed information on the All Time High Bond Linked Equity Securities (Product Type 2)

1. General description of the Securities

All Time High Bond Linked Equity Securities are securities whose redemption depends on two components: i) the Reference Asset and ii) the Underlying.

The Redemption Amount of the All Time High Bond Linked Equity Securities corresponds to the sum of the Conditional Minimum Redemption Amount ("**Redemption Amount Component 1**") and an additional redemption amount ("**Redemption Amount Component 2**").

a) Redemption Amount Component 1

The Redemption Amount Component 1 is a Conditional Minimum Redemption Amount that corresponds to the repayment amount of the Reference Asset. Subject to the occurrence of a Risk Event and/or Enforcement Event (s. below), the Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount, which may be equal to or less or more than the Nominal Amount.

The Reference Asset is a bond issued either by a corporate, a financial or a sovereign entity (the "**Reference Entity**").

b) Redemption Amount Component 2

The Redemption Amount Component 2 is linked to the performance of the Underlying. Subject to the occurrence of a Risk Event and/or Conversion Event (s. below) and/or Enforcement Event, the Securities pay at maturity an additional redemption amount depending on the performance of the Underlying.

The Underlying is either a share or depositary receipt, an Index or a Fund.

2. Redemption at maturity

If no Risk Event, no Conversion Event and no Enforcement Event has occurred, the Bond Linked Equity Securities will be redeemed on the Final Payment Date by payment of the Redemption Amount per Security.

a) Redemption Amount Component 1

The Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount.

b) Redemption Amount Component 2

The Redemption Amount Component 2 is equal to the Nominal Amount multiplied 1) by the difference (i) between the Performance of the Underlying and (ii) the Strike Level, multiplied by the Participation Factor, or 2) by the difference between the (i) Best Performance of the Underlying and (ii) the Strike Level, multiplied by the Participation Factor_{best}, depending on which of these amounts is the higher one.

The Redemption Amount Component 2 is no less than zero.

In the case of All Time High Cap Bond Linked Equity Securities the Redemption Amount Component 2 is in no case higher than the Maximum Additional Redemption Amount.

Performance of the Underlying means the quotient of R (final) and R (initial).

Best Performance of the Underlying means the quotient of R (final)_{best}, as the numerator, and R (initial), as the denominator.

R (initial) means:

- for Securities where R (initial) has already been specified, R (initial) specified in the respective Final Terms, or
- for Securities with initial Reference Price observation, the Reference Price on the Initial Observation Date, or
 - for Securities with initial average observation, the equally weighted average (arithmetic mean) of the Reference Prices determined on the Initial Observation Dates;
- for Securities with best-in observation
 - the highest Reference Price during the Best in-Period;

- for Securities with worst-in observation
 - the lowest Reference Price during the Worst in-Period.

R (final) means:

- for Securities with final Reference Price observation
 - the Reference Price on the Final Observation Date;
- for Securities with final average observation
 - alternatively: the equally weighted average (arithmetic mean) of the Reference Prices determined on the Final Observation Dates;

R (final)_{best} means the highest Reference Price on the dates specified in the respective Final Terms.

The Participation Factor, the Participation Factor_{best}, the Strike Level, the Maximum Additional Redemption Amount, the Best in-Period and the Worst in-Period are specified in the respective Final Terms.

3. Redemption at maturity after Conversion

If a Conversion Event has occurred, the Issuer will be released from its obligation to redeem the Securities at the Redemption Amount and shall redeem the Securities on the Final Payment Date at the Settlement Amount.

A Conversion Event is any Extraordinary Event affecting the Underlying as specified in the relevant Final Terms.

The Settlement Amount corresponds to the sum of the Settlement Amount Component 1 and the Settlement Amount Component 2.

a) Settlement Amount Component 1

The Settlement Amount Component 1 is equal to the Redemption Amount Component 1.

b) Settlement Amount Component 2

The Settlement Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security (plus accrued interest until the Final Payment Date) as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Conversion Event.

4. Early Redemption

If a Risk Event has occurred and a Risk Event Notice has been published at any time during the Risk Event Notice Period ("**Acceleration Event**"), then the Issuer is released from its obligation to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the Acceleration Redemption Amount on the Acceleration Redemption Date.

A Risk Event, as specified in the relevant Final Terms, is a credit event in respect of the Reference Entity, the Reference Asset or any of the Reference Entity's obligations (either directly or as provider of a guarantee), such as Bankruptcy, Failure to Pay, Restructuring or Governmental Intervention.

The Acceleration Redemption Amount per Security corresponds to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount Component 2.

1) Acceleration Redemption Amount Component 1

The Acceleration Redemption Amount Component 1 corresponds to the sum of i) the cash amount actually repaid by the Reference Asset at maturity (the "**Reference Asset Redemption Amount**") and ii) the market value of the defaulted Reference Asset. The Reference Asset market value is assessed by means of an Auction performed according to the procedure provided for in the relevant Final Terms: The Acceleration Redemption Amount Component 1 is calculated based on the cash amount calculated by the Calculation Agent as a result of the Auction of the defaulted Reference Asset and the Reference Asset Redemption Amount.

2) Acceleration Redemption Amount Component 2

The Acceleration Redemption Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Acceleration Event.

5. Enforcement

At all times prior to the Final Payment Date, an amount of the Reference Asset that is sufficient to cover the Issuer's liability from the Redemption Amount Component 1 of all outstanding All Time High Bond Linked Equity Securities shall be pledged to a Trustee for the benefit of the Security Holders.

In case of failure to pay or insolvency of the Issuer ("**Enforcement Event**") the Reference Asset shall be enforced by the Trustee for the benefit of the Security Holders according to the procedure provided for in the Master Trust Agreement. Thus, with respect to the Conditional Minimum

Redemption Amount, the Security Holders don't bear the credit risk of the Issuer but of the Reference Entity.

The proceeds realised from the enforcement of the Reference Asset will be distributed to the Security Holders on a *pro rata* basis for payment of the relevant Redemption Amount or Settlement Amount as the case may be. As the Trustee is entitled to retain from the proceeds of the enforcement an amount equal to its regular outstanding fees and expenses, the amount to be distributed to the Security Holders may significantly less than the Conditional Minimum Redemption Amount. The Security Holders' right to claim any due amounts not covered by the Trustee's payment against the Issuer or the Issuer's insolvency estate remains unaffected.

D. Detailed information on the Win-Win Bond Linked Equity Securities (Product Type 3)

1. General description of the Securities

Win-Win Bond Linked Equity Securities are securities whose redemption depends on two components: i) the Reference Asset and ii) the Underlying.

The Redemption Amount of Win-Win Bond Linked Equity Securities corresponds to the sum of the Conditional Minimum Redemption Amount ("**Redemption Amount Component 1**") and an additional redemption amount ("**Redemption Amount Component 2**").

a) Redemption Amount Component 1

The Redemption Amount Component 1 is a Conditional Minimum Redemption Amount that corresponds to the repayment amount of the Reference Asset. Subject to the occurrence of a Risk Event and/or Enforcement Event (s. below), the Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount, which may be equal to or less or more than the Nominal Amount.

The Reference Asset is a bond issued either by a corporate, a financial or a sovereign entity (the "**Reference Entity**").

b) Redemption Amount Component 2

The Redemption Amount Component 2 is linked to the performance of an Underlying. Subject to the occurrence of a Risk Event and/or Conversion Event (s. below) and/or Enforcement Event, the Securities pay at maturity an additional redemption amount depending on the performance of the Underlying.

The Underlying is either a share or depositary receipt, an Index or a Fund.

2. Redemption at maturity

If no Risk Event, no Conversion Event and no Enforcement Event has occurred, the Win-Win Bond Linked Equity Securities will be redeemed on the Final Payment Date by payment of the Redemption Amount per Security.

a) Redemption Amount Component 1

The Redemption Amount Component 1 is equal to the Conditional Minimum Redemption Amount.

b) Redemption Amount Component 2

The payment of the Redemption Amount Component 2 depends on the Performance of the Underlying. The Securities grant a participation in the absolute Performance of the Underlying according to the Participation Factor. Absolute Performance means that both any positive and any negative Performance of the Underlying has a positive effect on the redemption payment, in that any fall in the price of the Underlying is treated as a price gain upon redemption.

The Redemption Amount Component 2 is equal to the Nominal Amount multiplied by the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

The Performance of the Underlying is equal to the quotient of R (final) as the numerator and R (initial) as the denominator.

Absolute difference means that the amount of the difference is used for the purposes of the rest of the calculation without taking into account any preceding minus sign (-).

R (initial) means:

- for *Securities for which R (initial) has already been specified* the Reference Price specified in the respective Final Terms, or
- for *Securities with an initial reference price observation* the Reference Price on the Initial Observation Date or
- for *Securities with an initial average observation* the equally weighted average (arithmetic mean) of the Reference Prices determined on the Initial Observation Dates or
- for *Securities with a Best-in observation* the highest Reference Price on the dates specified in the respective Final Terms or
- for *Securities with a Worst-in observation* the lowest Reference Price on the dates specified in the respective Final Terms.

R (final) means:

- for *Securities with a final reference price observation* the Reference Price on the Final Observation Date or
- for *Securities with a final average observation* the equally weighted average (arithmetic mean) of the Reference Prices determined on the Final Observation Dates or
- for *Securities with a Best-out observation* the highest Reference Price on the dates specified in the respective Final Terms or
- for *Securities with a Worst-out observation* the lowest Reference Price on the dates specified in the respective Final Terms.

In the case of Win-Win Cap Bond-linked Equity Securities the Redemption Amount Component 2 is in no case higher than the Additional Maximum Redemption Amount.

3. Redemption at maturity after conversion

If a Conversion Event has occurred, the Issuer will be released from its obligation to redeem the Securities at the Redemption Amount and shall redeem the Securities on the Final Payment Date at the Settlement Amount.

A Conversion Event is any Extraordinary Event affecting the Underlying as specified in the relevant Final Terms.

The Settlement Amount corresponds to the sum of the Settlement Amount Component 1 and the Settlement Amount Component 2.

a) Settlement Amount Component 1

The Settlement Amount Component 1 is equal to the Redemption Amount Component 1.

b) Settlement Amount Component 2

The Settlement Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 (plus accrued interest until the Final Payment Date) as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Conversion Event.

4. Early Redemption

If a Risk Event has occurred and a Risk Event Notice has been published at any time during the Risk Event Notice Period ("**Acceleration Event**"), then the Issuer is released from its obligation to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the Acceleration Redemption Amount on the Acceleration Redemption Date.

A Risk Event, as specified in the relevant Final Terms, is a credit event in respect of the Reference Entity, the Reference Asset or any of the Reference Entity's obligations (either directly or as provider of a guarantee), such as Bankruptcy, Failure to Pay, Restructuring or Governmental Intervention.

The Acceleration Redemption Amount per Security corresponds to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount Component 2.

a) Acceleration Redemption Amount Component 1

The Acceleration Redemption Amount Component 1 corresponds to the sum of i) the cash amount actually repaid by the Reference Asset at maturity (the "**Reference Asset Redemption Amount**") and ii) the market value of the defaulted Reference Asset. The Reference Asset market value is assessed by means of an Auction performed according to the procedure provided for in the relevant Final Terms: The Acceleration Redemption Amount Component 1 is calculated based on the cash amount calculated by the Calculation Agent as a result of the Auction of the defaulted Reference Asset and the Reference Asset Redemption Amount.

b) Acceleration Redemption Amount Component 2

The Acceleration Amount Component 2 corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) within ten Banking Days following the occurrence of the Acceleration Event.

5. Enforcement

At all times prior to the Final Payment Date, an amount of the Reference Asset that is sufficient to cover the Issuer's liability from the Redemption Amount Component 1 of all outstanding Win-Win Bond Linked Equity Securities shall be pledged to a Trustee for the benefit of the Security Holders.

In case of failure to pay or insolvency of the Issuer ("**Enforcement Event**") the Reference Asset shall be enforced by the Trustee for the benefit of the Security Holders according to the procedure provided for in the Master Trust Agreement. Thus, with respect to the Conditional Minimum Redemption Amount, the Security Holders don't bear the credit risk of the Issuer but of the Reference Entity.

DESCRIPTION OF THE SECURITIES

The proceeds realised from the enforcement of the Reference Asset will be distributed to the Security Holders on a pro rata basis for payment of the relevant Redemption Amount or Settlement Amount as the case may be. As the Trustee is entitled to retain from the proceeds of the enforcement an amount equal to its regular outstanding fees and expenses, the amount to be distributed to the Security Holders may significantly less than the Conditional Minimum Redemption Amount. The Security Holders' right to claim any due amounts not covered by the Trustee's payment against the Issuer or the Issuer's insolvency estate remains unaffected.

VII. CONDITIONS OF THE SECURITIES

A. General Information

Under this Base Prospectus the Issuer may issue new Securities under the Programme, increase the issuing volume of Securities which have already been issued, and apply for the admission to trading of Securities on a regulated or other equivalent market. In either case, Part A – General Conditions of the Securities (the "**General Conditions**") must be read together with Part B – Product and Reference Asset Data (the "**Product and Reference Asset Data**") as well as Part C – Special Conditions of the Securities (the "**Special Conditions**") (together, the "**Conditions**"). A completed version of the Conditions describes the Terms and Conditions of the respective Tranche of Securities which are part of the Global Note.

For each Tranche of Securities the Final Terms will be published as a separate document and will contain:

- (a) information on the relevant options contained in the General Conditions,
- (b) a consolidated version of the Product [and] Reference Asset Data [and Underlying Data],
- (c) a consolidated version of the Special Conditions,

reflecting the Terms and Conditions of the Securities.

A consolidated version of the General Conditions may be delivered together with the relevant Final Terms. Such consolidated General Conditions will not be part of the relevant Final Terms, neither as an annex nor as an integral part of the Final Terms and such consolidated General Conditions will not be filed with or sent to any competent authority.

B. Structure of the Conditions

PART A – GENERAL CONDITIONS OF THE SECURITIES

- § 1 Form, Clearing System, Global Note, Custody
- § 2 Principal Paying Agent, Paying Agent, Calculation Agent
- § 3 Taxes
- § 4 Status
- § 5 Substitution of the Issuer
- § 6 Notices
- § 7 Issuance of additional Securities, Repurchase
- § 8 Presentation Period
- § 9 Partial Invalidity, Corrections
- § 10 Applicable Law, Place of Performance, Place of Jurisdiction

PART B – PRODUCT REFERENCE ASSET DATA AND UNDERLYING DATA

- § 1 Product Data
- § 2 Reference Asset Data and Underlying Data
- § 3 Underlying Data

PART C – SPECIAL CONDITIONS OF THE SECURITIES

[Product Type 1: Bond linked Equity Securities [with Cap]

[Product Type 2: All Time High [Cap] Bond Linked Equity Securities

- § 1 Definitions
- § 2 Interest
- § 3 Redemption]

[Product Type 3: Win-Win Bond Linked Equity Securities

§ 1 Definitions

§ 2 Interest

§ 3 Redemption]

[Special Conditions that apply to all Bond Linked Equity Notes:

§ 4 Issuer's Early Redemption Right

§ 5 Issuer's Extraordinary Conversion Right

§ 5a Enforcement Event

§ 6 Payments

§ 7 Market Disruptions

[§ 8 Adjustment, Replacement Specification]

[§ 8 Index Concept, Adjustment, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification]

[§ 8 Adjustment, Replacement Underlying, Replacement Management Company, Replacement Specification]

[§ 8 Index Concept, Adjustment, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification]]

Part A – General Conditions of the Securities

PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "**General Conditions**")

§ 1

Form, Clearing System, Global Note, Custody

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as [notes][certificates] in bearer form pursuant to these Terms and Conditions in the Specified Currency and in the Aggregate Nominal Amount with a denomination per unit of the Securities corresponding to the Nominal Amount.⁵
- (2) *Global Note:* The Securities are represented by a global note (the "**Global Note**") without interest coupons, which bears the manual or facsimile signatures of two authorised signatories of the Issuer [*In the case of an Issuing Agent, the following applies:* as well as the manual signature of a control officer of the Issuing Agent]. The Security Holders are not entitled to receive definitive Securities. The Securities as co-ownership interests in the Global Note may be transferred pursuant to the relevant regulations of the Clearing System.
- (3) *Custody:* The Global Note will be [kept in custody by the Clearing System][issued in classical global note form and will be kept in custody by a common depository on behalf of both ICSDs][●].

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**")][Clearstream Banking société anonyme, Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**")][*insert other relevant clearing system*].

§ 2

Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The "**Principal Paying Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] [*Insert name and address of*

⁵ The Nominal Amount shall be not less than 1,000 Euro.

PART A – GENERAL CONDITIONS OF THE SECURITIES

other paying agent]. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.

- (2) *Calculation Agent*: The "**Calculation Agent**" is [UniCredit Bank AG, Arabellastraße 12, 81925 Munich.]
- (3) *Transfer of functions*: Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer*: In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. The Principal Paying Agent and the Paying Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

§ 3

Taxes

No gross up: Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term "**Taxes**" includes taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

The Issuer shall in any case be entitled to take into consideration the 871(m) Withholding Tax by applying the maximum tax rate as a flat rate (plus value added tax, if applicable). In no case the Issuer is obliged to compensate with respect to any Taxes deducted or withheld.

The Issuer shall report on the deducted and withheld Taxes to the competent government agencies, except, these obligations are imposed upon any other person involved, subject to the legal and contractual requirements of the respective applicable tax rules.

§ 4

Status

The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* with all other unsecured unsubordinated present and future obligations of the Issuer.

§ 5

Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
 - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
 - (b) the Issuer and the New Issuer have obtained all necessary authorizations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities,
 - (c) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution and
 - (d) the Issuer guarantees proper payment of the amounts due under these Terms and Conditions.

For purposes of this § 5 (1) "**Affiliate**" means an affiliated company (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*).

- (2) **Notice:** Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) **References:** In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes

PART A – GENERAL CONDITIONS OF THE SECURITIES

shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

§ 6

Notices

- (1) To the extent these Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

[In the case of Securities admitted to trading on the regulated market of, or listed on the official list of the Luxembourg Stock Exchange, the following applies:

All notices concerning the Securities shall also be published in electronic form on the website of the Luxembourg Stock Exchange (www. Bourse.lu).]

- (2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the [seventh] [●]day after the day on which the said notice was given to the Clearing System.

For the avoidance of doubt, any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

§ 7

Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be

PART A – GENERAL CONDITIONS OF THE SECURITIES

consolidated and form a single series (the "**Series**") with this Tranche. The term "*Securities*" shall, in the event of such increase, also comprise all additionally issued Securities.

- (2) *Repurchase*: The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

§ 8

Presentation Period

The presentation period provided in § 801 paragraph 1 sentence 1 BGB is reduced to ten years for the Securities.

§ 9

Partial Invalidity, Corrections

- (1) *Invalidity*: Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors*: Obvious typing and calculation errors or similar obvious errors in these Terms and Conditions entitle the Issuer to rescission vis-à-vis the Security Holders. The rescission must be declared without undue delay upon obtaining knowledge of such cause for rescission in accordance with § 6 of the General Conditions. Following such rescission by the Issuer, the Security Holder can instruct his depository bank to submit a duly completed redemption declaration to the Principal Paying Agent on a form available there and by giving all information and declarations required by the form (the "**Redemption Declaration**") and demand the refunding of the Acquisition Price against transfer of the Securities to the account of the Principal Paying Agent with the Clearing System. The Issuer will until at the latest 30 calendar days after receipt of the Redemption Declaration or the Securities by the Principal Paying Agent (whatever is the later date) make the Acquisition Price available to the Principal Paying Agent, which will transfer it to the account listed in the Redemption Declaration. With the payment of the Acquisition Price all rights deriving from the submitted Securities cease to exist.

PART A – GENERAL CONDITIONS OF THE SECURITIES

- (3) *Offer to continue:* The Issuer may combine the declaration of rescission pursuant to paragraph (2) above with an offer to continue the Securities under amended terms and conditions. The Security Holders will be informed of such an offer as well as the amended provisions together with the declaration of rescission in accordance with § 6 of the General Conditions. Such an offer is deemed to be accepted by the Security Holder (with the effect that the consequences of the rescission do not become effective) if the Security Holder does not within four weeks after the offer becoming effective pursuant to § 6 of the General Conditions, demand the repayment of the Acquisition Price by submitting a duly completed Redemption Declaration via his depository bank to the Principal Paying Agent and the transfer of the Securities to the account of Principal Paying Agent with the Clearing System in accordance with paragraph (2) above. The Issuer will refer to this effect in the notice.
- (4) *Acquisition Price:* As used in paragraphs (2) and (3) above, the "**Acquisition Price**" is the actual acquisition price paid by each Security Holder (as stated and confirmed in the Redemption Declaration) or the weighted arithmetic mean of the trading prices of the Securities, as determined by the Issuer in its reasonable discretion (§ 315 et seq. BGB), on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, respectively, depending on which of these amounts is the higher one. If a market disruption pursuant to § 1 of the Special Conditions exists on the Banking Day preceding the declaration of rescission pursuant to paragraph (2) above, the last Banking Day preceding the rescission pursuant to paragraph (2) above on which no market disruption existed shall be decisive for the determination of the Acquisition Price in accordance with the preceding sentence.
- (5) *Incomplete or inconsistent provisions:* The Issuer is entitled to correct or amend incomplete or inconsistent provisions in these Terms and Conditions in its reasonable discretion (§ 315 BGB). Only corrections and amendments that are reasonable for the Security Holders taking into account the interests of the Issuer and that in particular do not materially impair the legal and financial situation of the Security Holders will be permitted. The Security Holders will be informed of such corrections and supplementations pursuant to § 6 of the General Conditions.
- (6) *Adherence to corrected Terms and Conditions:* If the Security Holder was aware of typing or calculation errors or similar errors in these Terms and Conditions when purchasing the Securities, the Issuer is entitled to adhere to the Terms and Conditions amended accordingly irrespective of paragraphs (2) to (5) above.

§ 10

Applicable Law, Place of Performance, Place of Jurisdiction

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany.
- (2) *Place of performance:* Place of performance is Munich, Germany.
- (3) *Place of jurisdiction:* To the extent permitted by law, all legal disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the court in Munich, Germany.

PART B – PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

Part B – Product [and] [,] Reference Asset Data [And Underlying Data]

PART B – PRODUCT [AND] [,] REFERENCE ASSET DATA [AND UNDERLYING DATA]

(the "Product Reference Asset Data and Underlying Data")

§ 1

Product Data

Aggregate Nominal Amount:	<i>[Insert]</i>
[Banking Day Financial Centre:	<i>[Insert]]</i>
[Common Code:	<i>[Insert]]</i>
[Conditional Minimum Redemption Amount:	<i>[Insert]]</i>
[Discount:	<i>[Insert]]</i>
[Final Observation Date[s]:	<i>[Insert]]</i>
["Final Payment Date":	<i>[Insert]]</i>
[First Day of the Best-out Period:	<i>[Insert]]</i>
[First Day of the Worst-out Period:	<i>[Insert]]</i>
[First Trade Date:	<i>[Insert]]</i>
<i>[In the case of FX spot rate conversions, the following applies:</i>	
Fixing Sponsor:	<i>[Insert]]</i>
[Floor Level:	<i>[Insert]]</i>
[Inducements:	<i>[Insert]]</i>
ISIN:	<i>[Insert]]</i>
Issue Date:	<i>[Insert]]</i>
Issue Price:	<i>[Insert]]⁶</i>
Issuing Agent:	<i>[Insert name and address of the Issuing Agent]</i>
[k:	<i>[Insert consecutive number]]</i>
[Last Day of the Best-in Period:	<i>[Insert]]</i>
[Last Day of the Worst-in Period:	<i>[Insert]]</i>
[Maximum Additional Redemption Amount:	<i>[Insert]]</i>
Maturity Date:	<i>[Insert]]</i>
Nominal Amount:	<i>[Insert]]</i>
[Number of Units:	<i>[Insert]]</i>
[Participation Factor:	<i>[Insert]]</i>

⁶ If the Issue Price has not been specified at the time of creation of the Final Terms the method of determining the price and the process for its disclosure will be specified in Section A – General Information of the Final Terms and the column will be deleted.

PART B – PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

[Participation Factor_{Best}:	<i>[Insert]</i>
[Principal Paying Agent:	<i>[Insert]</i>
[Product Specific Initial Costs:	<i>[Insert]</i>
[R (initial):	<i>[Insert]</i>
[Ratio:	<i>[Insert]</i>
[Registered Benchmark Administrator for Reference Rate]	[yes][no]
[Reference Price:	<i>[Insert]</i>
[Reference Rate:	[[●]-[Months]- [EURIBOR][LIBOR][MOSPRIME][●]]
[Reuters:	<i>[Insert]</i>
Series Number:	<i>[Insert]</i>
Specified Currency:	[Reference Currency][<i>Insert</i>]
[Specified Redemption Amount:	<i>[Insert aggregate amount in the [Specified Currency][Reference Currency] in respect of all Securities]]</i>
[Strike:	<i>[Insert]</i>
[Strike Level:	<i>[Insert]</i>
Tranche Number:	<i>[Insert]</i>
Website for Notices:	<i>[Insert]</i>
Website of the Issuer:	<i>[Insert]</i>
[WKN:	<i>[Insert]</i>

§ 2

Reference Asset Data and Underlying Data

Reference Asset:	[Bond] [Loan] [Assignable loan (Schuldscheindarlehen)]
[Reference Asset [Interest][Reference] Rate:	[[●]-[Months]- [EURIBOR][LIBOR][MOSPRIME] [<i>Insert relevant interest and maturity where applicable</i>]]
Reference Entity:	[<i>Insert</i>]
[Reference Currency:	[EUR] [<i>Insert currency in which the Reference Asset is denominated</i>]]
[Aggregate Reference Asset Nominal Amount:	[<i>Insert aggregate nominal amount of the Reference Asset</i>]]
[Reference Asset Nominal Amount:	[<i>Insert nominal amount of the Reference Asset</i>]]
[Scheduled Reference Asset Maturity Date:	[<i>Insert expected redemption date</i>]]
[Scheduled Reference Asset Interest Payment Date[s]:	[<i>Insert expected interest payment date(s)</i>]]
[Reference Asset Value Threshold:	[Insert threshold expressed as an absolute amount in the [<i>Specified Currency</i>][<i>Reference Currency</i>]]]
[VolComparator:	[<i>Insert</i>]]
[VolComparator Sponsor:	[<i>Insert</i>]]
[ISIN:	[<i>Insert</i>]]
[WKN	[<i>Insert</i>]]
[Bloomberg/Reuters:	[<i>Insert</i>]]
[Website:	[<i>Insert Website where information on the performance and volatility of the Reference Asset can be found</i>]]
[Risk Event(s):	[Unscheduled Redemption] [Cashflow Discrepancy] [Material Amount: [●]] [Grace Period: [●]] [Reference Asset Value Event]

PART B – PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

[Custody Event]

[FX Disruption Event]

[Change in Law]

[Hedging Disruption [including a Sanctions Event]]

[Credit Event in respect of the Reference Entity and the Reference Asset [*Insert where Credit Events apply to Obligations*: or one or more of the Obligations]]

[Bankruptcy]

[Failure to Pay]

[Grace Period: [●]]

[Payment Requirement: [●]]

[Governmental Intervention]

[Restructuring]

[Default Requirement: [●]]

[Credit Event(s):

[Bankruptcy]

[Failure to Pay]

[Grace Period: [●]]

[Payment Requirement: [●]]

[Governmental Intervention]

[Obligation Default]

[Obligation Acceleration]

[Repudiation/Moratorium]

[Restructuring]

[Default Requirement: [●]]

PART B – PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

[Scheduled Reference Asset Interest Amounts and Scheduled Reference Asset Interest Payment Date(s)]

[Scheduled Reference Asset Interest Payment Date]	[Scheduled Reference Asset Interest Amount] [in the Reference Currency]	[in the Specified Currency]	[Interest Adjustment Amount(s)] in the [Reference Currency][Specified Currency]
<i>[Insert expected interest payment date]</i>	<i>[Insert interest amounts in Reference Currency or formula]</i>	<i>[Insert interest amounts in Specified Currency or formula]</i>	<i>[Insert interest adjustment amount(s)]</i>

]

[Scheduled Reference Asset Redemption Amount]	[Redemption Adjustment Amount]
[in the Reference Currency] <i>[Insert expected redemption amounts in Reference Currency]</i>	[in the Specified Currency] <i>[Insert expected redemption amounts in Specified Currency]</i>
	in the [Specified Currency][Reference Currency] <i>[Insert redemption adjustment amount]</i>

]

[Scheduled Reference Asset Maturity Date: *[Insert expected maturity date]*

§ 3

Underlying Data

[In the case of Bond-linked Equity Securities linked to a share or a depository receipt as Underlying, the following applies:]

[Table 3.1:]

Underlying	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Relevant Exchange	Website
<i>[Insert name of Underlying]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert RIC]</i>	<i>[Insert Bloomberg ticker]</i>	<i>[Insert]</i>	<i>[Insert]</i>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table (or each successor page).]

[In the case of Bond-linked Equity Securities linked to an index as Underlying, the following applies:]

[Table 3.1:]

Underlying	[Index Type]	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Index Sponsor	[Registered Benchmark Administrator]	Index Calculation Agent	Website
<i>[Insert name of Underlying]</i>	<i>[Price Return] [Net Return] [Total Return] [Excess Return] [Distributing Index]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert RIC]</i>	<i>[Insert Bloomberg ticker]</i>	<i>[Insert]</i>	<i>[yes][no]</i>	<i>[Insert]</i>	<i>[Insert]</i>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table (or any successor page).]

PART B – PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

[In the case of Bond-linked Equity Securities linked to a fund as Underlying, the following applies:

[Table 3.1:

Underlying	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	
<i>[Insert name of Underlying]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert RIC]</i>	<i>[Insert Bloomberg ticker]</i>	

[Table 3.2:

Underlying	[Administrator]	[Investment Adviser]	[Custodian Bank]	[Management Company]	[Portfolio Manager]	[Relevant Exchange]	[Auditor]	[Website]
<i>[Insert name of Underlying]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified in the table (or any successor page).]

Part C – Special Conditions of the Securities

PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

[Product Type 1: Bond Linked Equity Linked Securities [with Cap]

[Product Type 2: All Time High [Cap] Bond Linked Equity Securities

PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

§ 1

Definitions

"**Acceleration Event**" means the publication of a Risk Event Notice by the Issuer to the Security Holders during the Risk Event Notice Period.

"**Acceleration Redemption Date**" means the date specified in the Risk Event Notice which is no later than thirty (30) Banking Days following the Acceleration Event.

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation); whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

[In the case of an index as Underlying, the following applies:

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "Index Replacement Event");
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (an "Index Usage Event"); an Index Usage Event is also the termination of the license to use the Underlying due to an unacceptable increase in license fees;
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

[In the case of a fund as Underlying other than ETF, the following applies:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund that is material or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding;
- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund Share as the Underlying for the Securities;
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (t) no notification is given of the basis of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in accordance with the applicable provisions of the InvStG in the future;

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (v) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (y) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (z) the NAV is no longer published in the Underlying Currency,
- (aa) starting [●], the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][(each a "**Fund Replacement Event**")][;][.]
- [(bb) a Hedging Disruption occurs] [;][.]
- [(bb)][(cc)] [the historic volatility of the Underlying exceeds a volatility level of [Insert]%.][the historic volatility of the Underlying exceeds the historic volatility of the VolComparator on a day that is a Calculation Date and a VolComparator Calculation Date by more than [Insert]%.] The volatility is calculated on a Calculation Date [that is also a VolComparator Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [Insert number of days] Calculation Dates [that are also VolComparator Calculation Date] in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{NAV(t-p)}{NAV(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{NAV(t-q)}{NAV(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"**t**" is the relevant Calculation Date;

"**P**" is [Insert number of days];

"**NAV (t-k)**" (with k = p, q) is the NAV of the Underlying on the k-th Calculation Date preceding the relevant Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of x.

[The volatility of the VolComparator is calculated on any day that is a VolComparator Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the VolComparator over the immediately preceding [Insert number of days] VolComparator Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{BRP(t-p)}{BRP(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{BRP(t-q)}{BRP(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"**t**" is the relevant VolComparator Calculation Date which is also a Calculation Date;

"**P**" is [Insert number of days];

"**BRP (t-k)**" (with k = p, q) is the VolComparator Reference Price on the k-th day that is a Calculation Date and a VolComparator Calculation Date preceding the relevant VolComparator Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on any day that is a VolComparator Calculation Date and a Calculation Date using the daily returns of the VolComparator for the most recent [Insert number of days] VolComparator Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price between two consecutive VolComparator Calculation Dates in each case.]]

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[In the case of ETF as Underlying, the following applies:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

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- (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund that is material or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [Insert relevant percentage]% of the Fund Shares outstanding;
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not

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immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as the Underlying for the Securities;
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (v) no notification is given of the basis of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in accordance with the applicable provisions of the InvStG in the future;
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (x) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon

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as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (bb) the NAV is no longer published in the Underlying Currency,
- (cc) starting [●], the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][;][.]

[(dd) a Hedging Disruption occurs][;][.]

[(dd)][(ee)] [the historic volatility of the Underlying exceeds a volatility level of [Insert]%.][the historic volatility of the Underlying exceeds the historic volatility of the VolComparator on a day that is a Calculation Date and a VolComparator Calculation Date by more than [Insert]%.] The volatility is calculated on a Calculation Date [that is also a VolComparator Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [Insert number of days] Calculation Dates [that are also VolComparator Calculation Date] in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\left(\sum_{p=1}^P \left[\ln \left[\frac{NAV(t-p)}{NAV(t-p-1)} \right] \right) - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{NAV(t-q)}{NAV(t-q-1)} \right] \right) \right)^2}{P-1}} \times \sqrt{252}$$

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV (t-k)" (with k = p, q) is the NAV of the Underlying on the k-th Calculation Date preceding the relevant Calculation Date (t);

"p" and "q" means integer numbers representing each number from and including 1 to and including P;

"ln [x]" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a VolComparator Calculation Date] using the daily returns of the Underlying for the most recent [Insert number of days] Calculation Dates [that are also VolComparator Calculation

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Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also VolComparator Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The volatility of the VolComparator is calculated on any day that is a VolComparator Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the VolComparator over the immediately preceding [Insert number of days] VolComparator Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{BRP(t-p)}{BRP(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{BRP(t-q)}{BRP(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"t" is the relevant VolComparator Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

"BRP (t-k)" (with k = p, q) is the VolComparator Reference Price on the k-th day that is a Calculation Date and a VolComparator Calculation Date preceding the relevant VolComparator Calculation Date (t);

"p" and "q" means integer numbers representing each number from and including 1 to and including P;

"ln [x]" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on any day that is a VolComparator Calculation Date and a Calculation Date using the daily returns of the VolComparator for the most recent [Insert number of days] VolComparator Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price between two consecutive VolComparator Calculation Dates in each case.]]

[The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]]

[In the case of an Index as Underlying referencing funds, the following applies:

each Index Adjustment Event and Fund Adjustment Event.]

[In the case of fund as Underlying or of an index as Underlying referencing funds, the following applies:

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"**Administrator**" means [the Administrator [as specified in § 2 of the *Product Data*, Reference Asset Data and Underlying Data] of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Administrator of the Fund, each and every reference to the Administrator in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Administrator.][, in relation to the Fund, a person, company or institution appointed for the purpose of providing administrative services to the Fund.]]

"**Affiliate**" has the meaning given to such term in § 5 (1) of the General Conditions.

"**Aggregate Nominal Amount**" means in respect of the Securities the amount specified as "Aggregate Nominal Amount" in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.

"**Aggregate Reference Asset Nominal Amount**" means the actually issued Aggregate Nominal Amount (taking into account any increases following the issuance of additional Securities pursuant to § 7 (1) of the General Conditions and taking into account any decreases following the cancellation of Securities pursuant to § 7 (2) of the General Conditions after the Issue Date) multiplied with the Floor Level.

"**Auction**" means in relation to the determination of the Reference Asset Auction Proceeds the following procedure:

- (a) At a Banking Date selected by the Calculation Agent using reasonable discretion falling no later than ten (10) Banking Days following the day on which the Acceleration Event has occurred (the "**Valuation Date**"), the Calculation Agent shall attempt to obtain firm bid quotations from at least three Dealers in accordance with prevailing market practice at the applicable time for the Reference Asset or the Substitute Asset as the case may be (the "**Valuation Asset**") in an amount equal to the Aggregate Reference Asset Nominal Amount (the "**Valuation Nominal Amount**"); provided that if the Calculation Agent has obtained at least two bid quotations, the Calculation Agent shall select the Dealer who has submitted the highest firm bid quotation in respect of such Valuation Assets with the relevant Valuation Nominal Amount, provided that if two or more Dealers have submitted an identical firm bid quotation, the Calculation Agent shall select one of those Dealers using reasonable discretion. If only one firm bid quotation is obtained, the Calculation Agent shall select the Dealer who has submitted such firm bid quotation in respect of such Valuation Assets with the relevant Valuation Nominal Amount (the Dealer selected pursuant to the foregoing procedure being the "**Selected Dealer**").
- (b) If no quotation has been submitted for the Valuation Nominal Amount, the Calculation Agent shall attempt during the Auction Period to obtain partial bid quotations in accordance to paragraph (a) above for quotation amounts less than the Valuation Nominal Amount ("**Partial Quotation Amounts**"). If different bid quotations have been submitted for Partial Quotation Amounts, the Calculation Agent shall calculate the average value of such quotations. As for Partial Quotation

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Amounts for which no quote has been submitted during the Auction Period, the quotation shall be calculated as equal to zero.

- [(c) If a Sanctions Event has occurred and is ongoing and if the Calculation Agent is as a direct or indirect consequence thereof unable to obtain at least one quotation or partial quotation at any value, include a value of zero, pursuant to (2) and (3) above, then the Reference Asset Value shall be zero.]

"**Auction Period**" means a period of fifteen (15) Banking Days following the Valuation Date.

"**Auction Price**" means the Reference Asset Auction Proceeds divided by the Valuation Nominal Amount.

[In the case of fund as Underlying, the following applies:]

"**Auditor**" means [the Auditor [as specified in § 2 of the *Product Data*, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Auditor of the Fund, each and every reference to the Auditor in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor][in relation to the Fund, a person, company or institution appointed for the purpose of auditing the Fund in connection with the annual report].]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") are open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

["**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.]]

["**Bankruptcy of the Reference Entity**" means in relation to the Reference Entity that such entity:

- (a) is dissolved;
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or

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presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof;

- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days thereafter; or
- (h) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (including).]

[In the case of Securities with a Best-in observation, the following applies:

"**Best-in Period**" means each [Calculation Date] [Relevant Observation Date (initial)] between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive).]

[In the case of Securities with fund as Underlying and with a Best-out observation, the following applies:

"**Best-out Period**" means each [Calculation Date] [Relevant Observation Date (final)] between the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]

[In the case of All Time High Bond-linked Equity Securities, the following applies:

"**Best Performance of the Underlying**" means the quotient of R (final)best, as the numerator, and R (initial), as the denominator.]

"**Calculation Agent**" means the Calculation Agent as specified in § 2 (2) of the General Conditions.

"**Calculation Date**" means each day on which the Reference Price is [normally] published by the [Fund or the Management Company][Relevant Exchange][Index Sponsor or the Index Calculation Agent, as the case may be].

["**Change in Law**" means that due to

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- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

that becomes effective on or after the Issue Date of the Securities,

- [(a)] the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer [or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment)].

The decision as to whether the preconditions exist shall be made by the Issuer in its reasonable discretion (§ 315 et seq. BGB).]

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades with respect to the [Underlying] [the securities that form the basis of the Underlying]; such system shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

["**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"**Clearing System**" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**")][Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**")][Euroclear France SA ("**Euroclear France**")][Insert other Clearing System(s)].

"**Conditional Minimum Redemption Amount**" means the Conditional Minimum Redemption Amount, as specified in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.

["**Conversion Event**" means [Share Conversion Event][,] [Index Conversion Event][,] [Fund Conversion Event][,] [Change in Law] [and/or a Hedging Disruption and/or Increased Cost of Hedging].]

["**Custodian Bank**" means [the Custodian Bank [as specified in § 2 of the *Product Data*, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management

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Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank] [, in relation to the Fund, a person, company or institution acting as custodian of the Fund's assets].]

"Dealer" means each dealer (which may include any Security Holder or its Affiliates or Affiliates of the Issuer) in obligations of the type similar to those of the Reference Asset (or any Substitute Asset (if applicable)) as of the Valuation Date as selected by the Calculation Agent in good faith and in a commercially reasonable manner.

["Determining Futures Exchange" means the futures exchange, on which derivatives of the Underlying [or – if derivatives on the Underlying are not traded – of its components] (the "Derivatives") are most liquidly traded; such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers satisfactorily liquid trading in the Derivatives (the "Substitute Futures Exchange"); such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.]

"Enforcement Event" means the Enforcement Event as described in Art. VI of the Master Pledge Agreement.

[In the case of ETF as Underlying the following applies:

"Exchange Traded Fund" means a Fund specified as Exchange Traded Fund in § 2 of the *Product Data*, Reference Asset Data and Underlying Data.]

"Failure to Pay" means the failure by the Reference Entity to make any payments under the Reference Asset, when and where due, in accordance with the terms of such Reference Asset at the time of such failure.

"Final Payment" means the date specified as **"Final Payment Date"** in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.

[In the case of Securities with a Best-out observation period, the following applies:

"First Day of the Best-out Period" means the First Day of the Best-out Period specified in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.]

[In the case of Securities with a Worst-out observation, the following applies:

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"First Day of the Worst-out Period" means the First Day of the Worst-out Period specified in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.]

"First Trade Date" means the date specified as "First Trade Date" in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.

"Floor Level" means the Floor Level, as specified in § 1 of the *Product Data*, Reference Asset Data and Underlying Data.

[In the case of a fund as Underlying or an index as Underlying referencing funds, the following applies:

"Fund" means, in relation to a Fund Share, the investment fund issuing that Fund Share or the Fund in whose assets the Fund Share represents a proportional interest.

[In the case of an index as Underlying, referencing funds, the following applies:

"Fund Adjustment Event" means:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer and/or the Hedging Party to comply with the terms of its hedging transactions, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the respective method of calculating the net asset value or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) requests for the redemption, subscription or transfer of Fund Shares are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or the Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the registration or accreditation of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of a corresponding authorisation of the Fund or of the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings, a conviction by a court or an order by a competent authority relating to the activities of the Fund,

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the Management Company or a Fund Services Provider, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;

- (f) a breach of the investment objectives or the investment restrictions of the Fund or a breach of statutory or regulatory requirements by the Fund or the Management Company;
- (g) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer or the Hedging Party, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer or the Hedging Party with respect to its hedging transactions to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) an increase in the proportion of the volume held by the Issuer and the Hedging Party alone or together with a third party with which the Hedging Party in turn enters into hedging transactions beyond [Insert relevant percentage]% of the outstanding Fund Shares in the Fund;
- (i) the Issuer or the Hedging Party is required to consolidate the Fund as a result of accounting or other regulations;
- (j) the sale or redemption of Fund Shares for reasons affecting the Issuer or the Hedging Party, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (k) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares, (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder, (iii) the subdivision, consolidation or reclassification of the Fund Shares, (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of so-called side pockets for segregated assets of the Fund; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (l) a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for an Issuer, the Hedging Party or a Security Holder in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent;
- (m) no notification is given of the bases of taxation for the Fund in accordance with the provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in the future;

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

- (n) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Index Calculation Agent, the Issuer or the Hedging Party in relation to the Fund in a significant respect or terminates that agreement;
- (o) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner;
- (p) the Fund or the Management Company fails to provide the Index Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- (q) any other event that could have a noticeable adverse effect on the net asset value of the Fund or on the ability of the Hedging Party to hedge its obligations under the hedging transactions on more than a temporary basis;
- (r) starting [●] the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s] (each a "Fund Replacement Event");[.]
- (s) a Hedging Disruption occurs.]

[The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]]

[In the case of a fund as Underlying, the following applies:

"Fund Conversion Event" means any of the following events:

- (a) no Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- [(b)] no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);[
- [(c)] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- [(d)] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)].]

[In the case of an index as Underlying referencing funds, the following applies:]

A "**Fund Conversion Event**" exists if an adjustment pursuant to § 8 (2) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders.]

[In the case of a fund as Underlying or an index as Underlying referencing funds, the following applies:]

"**Fund Documents**" means, in relation to [the Fund][a Fund], in each case, if available and in the respective valid version: the annual report, the half-yearly report, [the interim reports] the sales prospectus, the terms and conditions of the Fund [, if applicable, the articles of association], the key investor information document and all other documents of the [Reference]Fund in which the terms and conditions of the [Reference]Fund and of the Fund Shares are specified.]

[In the case of a fund as Underlying, the following applies:]

"**Fund Management**" means the persons responsible for the portfolio and/or risk management of the Fund.]

[In the case of a fund as Underlying or an index as Underlying, referencing funds, the following applies:]

"**Fund Services Provider**" means, if available, [in relation to a Fund] the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor [of the Fund].

"**Fund Share**" means [a unit or share of the Fund and of the class set out in § 1 of the Product Data, Reference Asset Data and Underlying Data][an Index Component which is a share in a Fund].]

"**Governmental Authority**" means:

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations;
or
- (d) any other authority which is analogous to any of the entities specified in sections (a) to (c).

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["**Governmental Intervention**"] means that, with respect to the Reference Asset, any one or more of the following events occurs as a result of action taken or an announcement made by any authority (including, without limitation, Governmental Authorities) pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of the Reference Asset:

- (a) any event which would affect creditors' rights so as to cause:
 - (i) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (ii) a postponement or other deferral of a date or dates for the payment of principal or premium; or
 - (iii) a change in the ranking in priority of payment of the Reference Asset, causing the subordination of such Reference Asset to any other Reference Asset;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Asset;
- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in (a) to (c).]

["**Hedging Disruption**"] means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB); or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date.]

[In the case of an index as Underlying referencing funds, the following applies:]

"**Hedging Party**" means the Hedging Party as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data. The Calculation Agent shall be entitled to specify another person or company as the Hedging Party (the "**Successor Hedging Party**") at any time. The Calculation Agent shall give notice of the specification of a Successor Hedging Party pursuant to § 6 of the General Conditions. In this case each and every reference to the Hedging Party in these Terms and Conditions, depending on the context, shall be deemed to refer to the Successor Hedging Party.]

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 1-2

["**Increased Costs of Hedging**"] means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

[In the case of an index as Underlying referencing funds, the following applies:

"**Index Adjustment Event**" means any of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the calculation or publication of the Underlying is permanently discontinued or it is replaced by another index (the "**Index Replacement Event**");
- (c) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)
- (d) the Reference Price is no longer published in the Underlying Currency.]

["**Index Calculation Agent**"] means the Index Calculation Agent as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.

["**Index Component**"] means, in relation to the Underlying, an asset or a reference value which is incorporated in the calculation of the Underlying at the relevant time.]

["**Index Conversion Event**"] means each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) a Change in Law [and/or a Hedging Disruption][and/or Increased Costs of Hedging]] occur[s];

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- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)[;
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

"**Index Sponsor**" means the Index Sponsor as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.]

["**Investment Adviser**" means [the Investment Adviser [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Investment Adviser of the Fund, each and every reference to the Investment Adviser in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Investment Adviser][, in relation to the Fund, a person, company or institution appointed as an adviser with respect to the investment activities of the Fund].]

"**Issue Date**" means the date specified as "Issue Date" in § 1 of the Product Data, Reference Asset Data and Underlying Data.

["**Issuing Agent**" means the Issuing Agent as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

[In the case of Securities with a Best-in observation, the following applies:

"**Last Day of the Best-in Period**" means the Last Day of the Best-in Period specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

[In the case of Securities with a Worst-in observation, the following applies:

"**Last Day of the Worst-in Period**" means the Last Day of the Worst-in Period specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

[In the case of a fund as Underlying or an index as Underlying referencing a funds, the following applies:

["**Management Company**" means [the Management Company [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund specifies another person, company or institution as the Management Company of the Fund, each and every reference to the Management Company in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Management Company][, in relation to the Fund, a person, company or institution that manages the Fund].]

"**Market Disruption Event**" means each of the following events:

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[In the case of a share or a depository receipt as Underlying, the following applies:]

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying, the following applies:]

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis of the Underlying][components of the Underlying] are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to [individual securities which form the basis of the Underlying][components of the Underlying], the suspension or restriction of trading on the exchanges or on the markets on which such [securities][components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][components] are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)][to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)]. Any restriction of the trading hours or the number of days on which trading takes place on the

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Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of a fund as Underlying other than ETF the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Underlying or other circumstances which make it impossible to determine the NAV, or
- (c) it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund, the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of Fund Shares for a specified period or to restrict the redemption or issue of Fund Shares to a specified portion of the Fund volume or to levy additional fees, or
- (d) the Fund or the Management Company redeems the Fund Shares in kind instead of payment in cash, or
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities, or
- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent.]

[In the case of ETF as Underlying the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a derivative on the index which the Fund aims to replicate ("**ETF-Benchmark**") or on an index which only differs from the ETF-Benchmark in the treatment of dividends, interest or distributions or the currency in which such index is calculated;
- [(d) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;]

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to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying referencing funds, the following applies:

with respect to the Underlying:

- (a) the suspension or restriction of trading generally on the exchanges or markets on which the Index Components are traded;
- (b) in relation to an Index Component, the suspension or restriction of trading on the exchanges or markets on which that Index Component is traded or on the respective futures exchanges or markets on which derivatives linked to that Index Component are traded;
- (c) in relation to individual derivatives linked to the Underlying, the suspension or restriction of trading on the futures exchanges or markets on which such derivatives are traded;
- (d) the failure to calculate or the cessation or non-publication of the calculation of the Underlying as the result of a decision by the Index Sponsor or the Index Calculation Agent;

with respect to a Fund:

- (e) in relation to a Fund, the failure to calculate or the non-publication of the calculation of the respective NAV as the result of a decision by the respective Management Company or a Fund Services Provider on its behalf,
- (f) in relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV, or
- (g) in relation to a Fund, it is not possible to trade Fund Shares at the NAV, including the utilisation of provisions which suspend the redemption or issuance of Fund Shares for a particular period or restrict them to a particular portion of the volume of the Fund or make them subject to the imposition of additional charges, or which permit particular assets to be segregated or payment to be made in kind instead of in cash or in the case in which payment is not made in full on the redemption of Fund Shares, and

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- (h) in relation to a Fund, comparable provisions which affect the ability of the Issuer to hedge its obligations under the Securities,
- (i) the suspension or restriction of trading generally on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB.)]

[In the case of [All Time High] [Cap] Bond-linked Equity Securities [with Cap], the following applies:

"Maximum Additional Redemption Amount" means the Maximum Additional Redemption Amount as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data]

["NAV" means the official net asset value (the "**Net Asset Value**") for a Fund Share as published by the Fund or the Management Company or by a third person on their behalf and at which it is actually possible to redeem Fund Shares.]

"Nominal Amount" means the amount specified as "**Nominal Amount**" in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"Observation Date" means each of the following Observation Dates:

"Initial Observation Date" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data. If [the][an] Initial Observation Date is not a Calculation Date, the [immediately][next] following [Banking] Day, which is a Calculation Date shall be the [respective] Initial Observation Date.

"Final Observation Date" means [the Final Observation Date] [each of the Final Observation Dates] as in § 1 of the Product Data, Reference Asset Data and Underlying Data. If [the][a] Final Observation Date is not a Calculation Date, the [immediately][next] following Day which is a Calculation Date shall be the [respective] Final Observation Date. [The Final Payment Date will be postponed accordingly.] [If the last Final Observation Date is not a Calculation Date, the Final Payment Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

[In the case of Securities with Best-in or Worst-in observation, the following applies:

"Relevant Observation Date (initial)" means [insert relevant day(s)].]

[In the case of Securities with Best-out or Worst-out observation the following applies:

"Relevant Observation Date (final)" means [insert relevant day(s)]

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"**Participation Factor**" means the factor specified as "**Participation Factor**" in § 1 of the Product Data, Reference Asset Data and Underlying Data.

[In the case of All Time High Bond-linked Equity Securities, the following applies:

"**Participation Factorbest**" means the Participation Factorbest as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

"**Performance of the Underlying**" means the quotient of R (final) as the numerator and R (initial) as the denominator.

"**Pledge Agreement**" means a pledge agreement entered into between the Issuer and the Trustee with respect to the Securities without undue delay following the Issue Date.

[In the case of fund as Underlying or an index as Underlying referencing a fund, the following applies:

"**Portfolio Manager**" means [the Portfolio Manager [specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Portfolio Manager of the Fund, each and every reference to the Portfolio Manager in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Portfolio Manager][, in relation to a Fund, a person, company or institution appointed according to the Fund Documents as an portfolio manager with respect to the investment activities of the Fund].]

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities with final Reference Price observation, the following applies:

[In other cases, the following applies:

"**R (final)**" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:

"**R (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices specified on the Final Observation Dates.]

[In the case of Securities with [Best] [Worst]-out observation, the following applies:

"**R (final)**" means the [highest] [lowest] Reference Price on [each of the Final Observation Dates] [each [Insert relevant day(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including)].]

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[In the case of All Time High Bond-Linked Equity Securities, the following applies:]

"**R (final)best**" means the highest Reference Price [of the Reference Prices determined [during the Best-out Period] [on each of the Final Observation Dates]] [of the Reference Prices determined on each Relevant Observation Date (final) between the First Day of the Best out-Period (inclusive) and the [last] Final Observation Date (inclusive)].]

[In the case of Securities where R (initial) has already been specified, the following applies:]

"**R (initial)**" means R (initial) as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:]

"**R (initial)**" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:]

"**R (initial)**" means the equally weighted average (arithmetic mean) of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [Best] [Worst]-in observation, the following applies:]

"**R (initial)**" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [Insert relevant day(s)] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including)].]

"**Ratio**" means [(Floor Level x Nominal Amount) / Reference Asset Nominal Amount] [the Ratio as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data].

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 3 of the Special Conditions.

"**Reference Asset**" means the obligation specified as Reference Asset in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"**Reference Asset Auction Proceeds**" means the cash amount in the Reference Currency [determined by] [actually received from] the Selected Dealer] through the procedure of an Auction for the Reference Asset or, as the case may be, the Substitute Asset in respect of the Valuation Nominal Amount, such cash amount determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) in accordance with prevailing market practice during the Auction Period. The Reference Asset Auction Proceeds may be equal to zero.

"**Reference Asset Nominal Amount**" means in relation to the Reference Asset the amount specified as "**Reference Asset Nominal Amount**" in § 2 of the Product Data, Reference Asset Data and Underlying Data. In relation to the Substitute Asset the Reference Asset Nominal Amount shall be the respective nominal amount of such Substitute Asset.

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"Reference Asset Redemption Amount" means the sum of all amounts of payment or repayment of principal actually received by the Issuer under the Reference Asset (or Substitute Asset, as applicable) in respect of the Reference Asset Nominal Amount of the Reference Asset with discharging effect under the laws applicable to the Reference Asset on or prior to the Final Payment Date, as applicable, in its capacity as a Reference Holder, net of any duties, including withholding taxes, or reasonable fees or commissions, multiplied with the Ratio. The Reference Asset Redemption Amount is in no case lower than zero.

"Reference Currency" means the currency in which the Reference Asset is denominated on the Issue Date specified as Reference Currency in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"Reference Entity" means the entity specified as Reference Entity in § 2 of the Product Data, Reference Asset Data and Underlying Data and at any time the then current primary obligor of the Reference Asset (which term includes any successor to the original Reference Entity and each entity which is directly or indirectly guaranteeing the payment or repayment of the Reference Asset as of the Issue Date).

"Reference Holder" means a holder of the Reference Asset (or Substitute Asset, as applicable) which is domiciled in the jurisdiction of the Issuer of the Securities.

"Reference Price" means the Reference Price of the Underlying as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

["Registered Benchmark Administrator" means that the Underlying is administered by an administrator who is registered in a register pursuant to Article 36 of the Benchmark Regulation as specified in § 2 of the Product and Underlying Data.]

["Relevant Exchange" means the [Relevant Exchange as specified [in the column "Relevant Exchange" in Table 3.1] in § 2 of the Product Data, Reference Asset Data and Underlying Data][exchange on which the components of the Underlying are most liquidly traded; such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the Underlying (the "**Substitute Exchange**"); such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

"Restructuring" means that, with respect to the Reference Asset any one or more of the following events occurs in a form that (i) binds all holders of the Reference Asset, (ii) is

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agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Reference Asset to bind all holders of the Reference Asset or (iii) is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of the Reference Asset (including, in each case, in respect of bonds only, by way of an exchange), in effect as of the later of the Issue Date and the date as of which the Reference Asset is issued or incurred:

- (a) a reduction in the amount of principal or premium payable at maturity (including by way of redenomination);
- (b) a postponement or other deferral of a date or dates for the payment of principal or premium;
- (c) a change in the ranking in priority of payment of the Reference Asset, causing a subordination of such Reference Asset to any other obligation of the Reference Entity.

"Risk Event" means a [Bankruptcy of the Reference Entity,] a Failure to Pay[, a Restructuring] [or a Governmental Intervention].

"Risk Event Calculation Date" means the date on which the Calculation Agent calculates the Acceleration Redemption Amount. The calculation has to be done as soon as reasonably practicable after the earlier of:

- (a) one (1) Banking Day following the date on which the Issuer received the Reference Asset Auction Proceeds; and
- (b) one (1) Banking Day following the last day of the Auction Period.

"Risk Event Notice" means an irrevocable notice by the Issuer pursuant to § 6 of the General Conditions that describes a Risk Event which has occurred during the Risk Event Notice Period and specifies the Acceleration Redemption Date. A Risk Event Notice shall contain a description in reasonable detail of the facts relevant to the determination that a Risk Event has occurred. The Risk Event that is the subject of the Risk Event Notice does not need to be continuing on the date the Risk Event Notice becomes effective.

"Risk Event Notice Period" means the period from and including 12:01 a.m., Munich time, on the Issue Date to 11:59 p.m., Munich time, on the Final Payment Date.

"Scheduled Reference Asset Maturity Date" means the date specified as Scheduled Reference Asset Maturity Date in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"Security Holder" means the holder of a Security.

"Security Trust Agreement" means the security trust agreement entered into between the Issuer and the Trustee with respect to the Securities without undue delay following the Issue Date.

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["**Settlement Cycle**" means [the period of Clearance System Business Days following a transaction on the Relevant Exchange [with respect to the Underlying][in the securities that form the basis of the Underlying] during which period settlement will customarily take place according to the rules of such Relevant Exchange]

[In the case of a share or a depository receipt as Underlying, the following applies:

"**Share Conversion Event**" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)]

"**Specified Currency**" means the currency in which the Securities are denominated on the Issue Date specified as Specified Currency in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Strike Level**" means Strike Level as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Substitute Assets**" means securities, rights and/or other assets (whether tangible or otherwise) (in each case, whether of the relevant Reference Entity or of a third party) that a Reference Holder receives or becomes entitled to receive for the Reference Asset in respect of the Reference Asset Nominal Amount due to a Risk Event during the Risk Event Notice Period.

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product Data, Reference Asset Data and Underlying Data (Part B) and the Special Conditions (Part C).

"**Trustee**" means the person acting as trustee from time to time under the Security Trust Agreement.

"**Underlying**" means the Underlying as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.

[In the case of an Index as Underlying, the following applies:

"**VolComparator**" means the index as specified in § 2 of the Product and Underlying Data.

"**VolComparator Sponsor**" means the index sponsor as specified in § 2 of the Product and Underlying Data.

"**VolComparator Replacement Event**" means

- (a) any change in the relevant index concept or the calculation of the VolComparator, that in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent result in a new relevant index concept or calculation of the VolComparator being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator;
- (b) the calculation or publication of the VolComparator is finally discontinued, or replaced by another index;
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the VolComparator as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the VolComparator.

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine in its reasonable discretion (§ 315 et seq. BGB), which index should be used in the future as a VolComparator (the "**Replacement VolComparator**"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator is no longer determined by the VolComparator Sponsor but rather by another person, company or institution (the "**New VolComparator Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the VolComparator as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor in these Terms and Conditions shall be deemed to refer to the New VolComparator Sponsor.]

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data .

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

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[In the case of Securities with a Worst-in observation period, the following applies:]

"**Worst-in Period**" means each Relevant Observation Date (initial) between the Initial Observation Date (inclusive) and the Last Day of the Worst-in Period (inclusive).]

[In the case of Securities with a Worst-out observation period, the following applies:]

"**Worst-out Period**" means each Relevant Observation Date (final) between the First Day of the Worst-out Period (inclusive) and the Final Observation Date (inclusive).]

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption

(1) *Redemption:* Subject to the occurrence of an Acceleration Event and subject to the occurrence of a Conversion Event, each Security shall be redeemed on the Final Payment Date at an amount equal to the Redemption Amount, subject to and in accordance with § 6 of the Special Conditions.

(2) *Redemption Amount:* The Redemption Amount per Nominal Amount of the Security shall be an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

The Redemption Amount equals the sum of (i) the Redemption Amount Component 1 and (ii) the Redemption Amount Component 2.

The Issuer shall notify the Security Holders in accordance with § 6 of the General Conditions of the determined Redemption Amount.

(3) *Redemption Amount Component 1:* The "**Redemption Amount Component 1**" per Nominal Amount of the Security shall be equal to the Conditional Minimum Redemption Amount.

(4) *Redemption Amount Component 2:* The "**Redemption Amount Component 2**" per Nominal Amount of the Security shall be equal to:

[In the case of Bond-linked Equity Securities [with Cap], the following applies:]

Nominal Amount x Participation Factor x (Performance of the Underlying – Strike Level)]

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[In the case of All Time High [Cap] Bond-linked Equity Securities, the following applies:

Nominal Amount x max (Participation Factor x (Performance of the Underlying – Strike Level); Participation Factor_{best} x Best Performance of the Underlying – Strike Level)]

The Redemption Amount Component 2 is in no case lower than zero [and not higher than the Maximum Additional Redemption Amount].

Product Type 3: Win-Win Bond-linked Equity Securities

[In the case of, Win-Win Bond-linked Equity Securities the following applies:]

§ 1

Definitions

"**Acceleration Event**" means the publication of a Risk Event Notice by the Issuer to the Security Holders during the Risk Event Notice Period.

"**Acceleration Redemption Date**" means the date specified in the Risk Event Notice which is no later than thirty (30) Banking Days following the Acceleration Event.

"**Adjustment Event**" means [each of the following events]:

[In the case of a share or a depository receipt as Underlying, the following applies:]

- (a) each measure taken by the company that has issued the Underlying or by a third party, which would – due to a change in the legal and economic position, in particular a change in the company's fixed assets and capital – affect the Underlying not only immaterially (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, merger, liquidation, nationalisation); whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (c) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying, or
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).]

[In the case of an index as Underlying, the following applies:]

- (a) changes in the relevant Index Concept or the calculation of the Underlying, that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the calculation or publication of the Underlying is finally discontinued, or replaced by another index (the "**Index Replacement Event**");

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- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as a basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (an "**Index Usage Event**"); an Index Usage Event is also the termination of the license to use the Underlying due to an unacceptable increase in license fees;
- (d) [a Hedging Disruption occurs;
- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

[In the case of a fund as Underlying other than ETF, the following applies:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) requests for the issue, redemption or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or

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an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund that is material or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [Insert relevant percentage]% of the Fund Shares outstanding;
- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly

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by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund Share as the Underlying for the Securities;
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (t) no notification is given of the basis of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in accordance with the applicable provisions of the InvStG in the future;
- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (v) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

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- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (y) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (z) the NAV is no longer published in the Underlying Currency,
- (aa) starting [●], the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s][(each a "**Fund Replacement Event**")];[.]

[(bb) a Hedging Disruption occurs] [;][.]

[(bb)][(cc)] [the historic volatility of the Underlying exceeds a volatility level of [Insert]%.][the historic volatility of the Underlying exceeds the historic volatility of the VolComparator on a day that is a Calculation Date and a VolComparator Calculation Date by more than [Insert]%.] The volatility is calculated on a Calculation Date [that is also a VolComparator Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [Insert number of days] Calculation Dates [that are also VolComparator Calculation Date] in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{NAV(t-p)}{NAV(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{NAV(t-q)}{NAV(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV (t-k)" (with k = p, q) is the NAV of the Underlying on the k-th Calculation Date preceding the relevant Calculation Date (t);

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"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of x.

[The volatility of the VolComparator is calculated on any day that is a VolComparator Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the VolComparator over the immediately preceding [Insert number of days] VolComparator Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{BRP(t-p)}{BRP(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{BRP(t-q)}{BRP(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"**t**" is the relevant VolComparator Calculation Date which is also a Calculation Date;

"**P**" is [Insert number of days];

"**BRP (t-k)**" (with k = p, q) is the VolComparator Reference Price on the k-th day that is a Calculation Date and a VolComparator Calculation Date preceding the relevant VolComparator Calculation Date (t);

"**p**" and "**q**" means integer numbers representing each number from and including 1 to and including P;

"**ln [x]**" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on any day that is a VolComparator Calculation Date and a Calculation Date using the daily returns of the VolComparator for the most recent [Insert number of days] VolComparator Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price between two consecutive VolComparator Calculation Dates in each case.]]

[In the case of ETF as Underlying, the following applies:

- (a) changes are made with respect to the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

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- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares are executed only partially or not at all;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Underlying at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent no Substitute Relevant Exchange could be determined;
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund that is material or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to

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complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);

- (l) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (m) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond [Insert relevant percentage]% of the Fund Shares outstanding;
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (q) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency

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administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;

- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as the Underlying for the Securities;
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (v) no notification is given of the basis of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in accordance with the applicable provisions of the InvStG in the future;
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (x) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (bb) the NAV is no longer published in the Underlying Currency,

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(cc) starting [●], the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s];[.].]

[(dd) a Hedging Disruption occurs];[.].]

[(dd)][(ee)] [the historic volatility of the Underlying exceeds a volatility level of [Insert]%.][the historic volatility of the Underlying exceeds the historic volatility of the VolComparator on a day that is a Calculation Date and a VolComparator Calculation Date by more than [Insert]%.] The volatility is calculated on a Calculation Date [that is also a VolComparator Calculation Date] on the basis of the daily logarithmic returns of the Underlying over the immediately preceding [Insert number of days] Calculation Dates [that are also VolComparator Calculation Date] in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{NAV(t-p)}{NAV(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{NAV(t-q)}{NAV(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV (t-k)" (with k = p, q) is the NAV of the Underlying on the k-th Calculation Date preceding the relevant Calculation Date (t);

"p" and "q" means integer numbers representing each number from and including 1 to and including P;

"ln [x]" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on a relevant Calculation Date [that is also a VolComparator Calculation Date] using the daily returns of the Underlying for the most recent [Insert number of days] Calculation Dates [that are also VolComparator Calculation Dates] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV between two consecutive Calculation Dates [that are also VolComparator Calculation Dates] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The volatility of the VolComparator is calculated on any day that is a VolComparator Calculation Date and a Calculation Date on the basis of the daily logarithmic returns of the VolComparator over the immediately preceding [Insert number of days] VolComparator Calculation Dates which are also Calculation Dates in each case using the following formula:

$$\sigma(t) = \sqrt{\frac{\sum_{p=1}^P \left[\ln \left[\frac{BRP(t-p)}{BRP(t-p-1)} \right] - \frac{1}{P} \times \left(\sum_{q=1}^P \ln \left[\frac{BRP(t-q)}{BRP(t-q-1)} \right] \right) \right]^2}{P-1}} \times \sqrt{252}$$

Where:

"t" is the relevant VolComparator Calculation Date which is also a Calculation Date;

"P" is [Insert number of days];

"BRP (t-k)" (with k = p, q) is the VolComparator Reference Price on the k-th day that is a Calculation Date and a VolComparator Calculation Date preceding the relevant VolComparator Calculation Date (t);

"p" and "q" means integer numbers representing each number from and including 1 to and including P;

"ln [x]" denotes the natural logarithm of x.

The degree of variation (volatility) is estimated on any day that is a VolComparator Calculation Date and a Calculation Date using the daily returns of the VolComparator for the most recent [Insert number of days] VolComparator Calculation Dates and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price between two consecutive VolComparator Calculation Dates in each case.]]

[The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]]

[In the case of an Index as Underlying referencing funds, the following applies:

each Index Adjustment Event and Fund Adjustment Event.]

[In the case of fund as Underlying or of an index as Underlying referencing funds, the following applies:

"**Administrator**" means [the Administrator [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Administrator of the Fund, each and every reference to the Administrator in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Administrator.]], in relation to the Fund, a person, company or institution appointed for the purpose of providing administrative services to the Fund.]]

"**Affiliate**" has the meaning given to such term in § 5 (1) of the General Conditions.

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"Aggregate Nominal Amount" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"Aggregate Reference Asset Nominal Amount" means the actually issued Aggregate Nominal Amount (taking into account any increases following the issuance of additional Securities pursuant to § 7 (1) of the General Conditions and taking into account any decreases following the cancellation of Securities pursuant to § 7 (2) of the General Conditions after the Issue Date) multiplied with the Floor Level.

"Auction" means the following procedure:

- (a) At a date selected by the Calculation Agent using reasonable discretion on a Banking Day falling no later than ten (10) Banking Days following the day on which the Acceleration Event has occurred (the "**Valuation Date**"), the Calculation Agent shall attempt to obtain firm bid quotations from at least three Dealers in accordance with prevailing market practice at the applicable time for the Reference Asset or the Substitute Asset as the case may be (the "**Valuation Asset**") in an amount equal to the Aggregate Reference Asset Nominal Amount (the "**Valuation Nominal Amount**"); provided that if the Calculation Agent has obtained at least two bid quotations, the Calculation Agent shall select the Dealer who has submitted the highest firm bid quotation in respect of such Valuation Assets with the relevant Valuation Nominal Amount, provided that if two or more Dealers have submitted an identical firm bid quotation, the Calculation Agent shall select one of those Dealers using reasonable discretion. If only one firm bid quotation is obtained, the Calculation Agent shall select the Dealer who has submitted such firm bid quotation in respect of such Valuation Assets with the relevant Valuation Nominal Amount (the Dealer selected pursuant to the foregoing procedure being the "**Selected Dealer**").
- (b) If no quotation has been submitted for the Valuation Nominal Amount, the Calculation Agent shall attempt during the Auction Period to obtain partial bid quotations in accordance to paragraph (a) above for quotation amounts less than the Valuation Nominal Amount ("**Partial Quotation Amounts**"). If different bid quotations have been submitted for Partial Quotation Amounts, the Calculation Agent shall calculate the average value of such quotations. As for Partial Quotation Amounts for which no quote has been submitted during the Auction Period, the quotation shall be calculated as equal to zero.

"Auction Period" means a period of fifteen (15) Banking Days following the Valuation Date.

"Auction Price" means the Reference Asset Auction Proceeds divided by the Valuation Nominal Amount.

[In the case of fund as Underlying, the following applies:

"**Auditor**" means [the Auditor [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Auditor of the Fund, each and every reference to the Auditor in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor][in relation to the Fund, a person, company or institution appointed for the purpose of auditing the Fund in connection with the annual report].]

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System [and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) (the "**TARGET2**") are open for business] [is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

["**Banking Day Financial Centre**" means the Banking Day Financial Centre as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]]

["**Bankruptcy of the Reference Entity**" means in relation to the Reference Entity that such entity:

- (a) is dissolved;
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

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- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days thereafter; or
- (h) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (including).]

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

"Clearance System" means the principal domestic clearance system customarily used for settling trades with respect to the [Underlying] [the securities that form the basis of the Underlying]; such system shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

["Clearance System Business Day" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which such Clearance System is open for the acceptance and execution of settlement instructions.]

"Clearing System" means [Clearstream Banking AG, Frankfurt am Main ("**CBF**") [Clearstream Banking S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**") (CBL and Euroclear are individually referred to as an "**ICSD**" (International Central Securities Depository) and, collectively, the "**ICSDs**") [Euroclear France SA ("**Euroclear France**") [Insert other Clearing System(s)].

"Conditional Minimum Redemption Amount" means the Conditional Minimum Redemption Amount, as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

["Conversion Event" means [Share Conversion Event][,] [Index Conversion Event][,] [Fund Conversion Event][,] [Change in Law] [and/or a Hedging Disruption and/or Increased Cost of Hedging].]

["Custodian Bank" means [the Custodian Bank [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank] [, in relation to the Fund, a person, company or institution acting as custodian of the Fund's assets].]

"Dealer" means each dealer (which may include any Security Holder or its Affiliates or Affiliates of the Issuer) in obligations of the type similar to those of the Reference Asset (or any Substitute Asset (if applicable)) as of the Valuation Date as selected by the Calculation Agent in good faith and in a commercially reasonable manner.

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"Determining Futures Exchange" means the futures exchange, on which derivatives of the Underlying [or – if derivatives on the Underlying are not traded – of its components] (the **"Derivatives"**) are most liquidly traded; such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of derivatives' quotation linked to the Underlying [or to its components] at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers satisfactorily liquid trading in the Derivatives (the **"Substitute Futures Exchange"**); such futures exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In this case, any reference to the Determining Futures Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange.

"Enforcement Event" means the Enforcement Event as described in Art. VI of the Master Pledge Agreement.

[In the case of ETF as Underlying the following applies:

"Exchange Traded Fund" means a Fund specified as Exchange Traded Fund in § 2 of the Product Data, Reference Asset Data and Underlying Data.]

"Failure to Pay" means the failure by the Reference Entity to make any payments under the Reference Asset, when and where due, in accordance with the terms of such Reference Asset at the time of such failure.

"Final Payment Date" means the date specified as "Final Payment Date" in § 1 of the Product Data, Reference Asset Data and Underlying Data.

["First Day of the [Best][Worst]-out Period" means the First Day of the [Best][Worst]-out Period as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

"First Trade Date" means the First Trade Date as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"Floor Level" means the Floor Level, as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

[In the case of a fund as Underlying or Indices as Underlying referencing funds, the following applies:

"Fund" means, in relation to a Fund Share, the investment fund issuing that Fund Share or the Fund in whose assets the Fund Share represents a proportional interest.

[In the case of an index as Underlying, referencing funds, the following applies:

"Fund Adjustment Event" means:

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 3

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer and/or the Hedging Party to comply with the terms of its hedging transactions, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the respective method of calculating the net asset value or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) requests for the redemption, subscription or transfer of Fund Shares are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (d) the Fund or the Management Company or the Fund Services Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the registration or accreditation of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of a corresponding authorisation of the Fund or of the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;
- (f) a breach of the investment objectives or the investment restrictions of the Fund or a breach of statutory or regulatory requirements by the Fund or the Management Company;
- (g) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer or the Hedging Party, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer or the Hedging Party with respect to its hedging transactions to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (h) an increase in the proportion of the volume held by the Issuer and the Hedging Party alone or together with a third party with which the Hedging Party in turn enters into

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hedging transactions beyond [Insert relevant percentage]% of the outstanding Fund Shares in the Fund;

- (i) the Issuer or the Hedging Party is required to consolidate the Fund as a result of accounting or other regulations;
- (j) the sale or redemption of Fund Shares for reasons affecting the Issuer or the Hedging Party, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (k) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares, (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder, (iii) the subdivision, consolidation or reclassification of the Fund Shares, (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of so-called side pockets for segregated assets of the Fund; whether the conditions are fulfilled shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (l) a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for an Issuer, the Hedging Party or a Security Holder in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent;
- (m) no notification is given of the bases of taxation for the Fund in accordance with the provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund or the Management Company has announced that no notification of the bases of taxation will be given in the future;
- (n) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Index Calculation Agent, the Issuer or the Hedging Party in relation to the Fund in a significant respect or terminates that agreement;
- (o) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner;
- (p) the Fund or the Management Company fails to provide the Index Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- (q) any other event that could have a noticeable adverse effect on the net asset value of the Fund or on the ability of the Hedging Party to hedge its obligations under the hedging transactions on more than a temporary basis;

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- (r) starting [●] the Issuer does not receive with respect to [each Calculation Date][at least for one Calculation Date in each calendar month] a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the [next following][within five] Banking Day[s] (each a "**Fund Replacement Event**")[:;].]
- (s) a Hedging Disruption occurs.]

[The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.]]

[In the case of a fund as Underlying, the following applies:

"**Fund Conversion Event**" means any of the following events:

- (a) no Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- [(b)] no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);[
- [(c)] a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- [(d)] an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)].]

[In the case of an index as Underlying referencing funds, the following applies:

A "**Fund Conversion Event**" exists if an adjustment pursuant to § 8 (2) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders.]

[In the case of a fund as Underlying or an index as Underlying referencing funds, the following applies:

"**Fund Documents**" means, in relation to [the Fund][a Fund], in each case, if available and in the respective valid version: the annual report, the half-yearly report, [the interim reports] the sales prospectus, the terms and conditions of the Fund [, if applicable, the articles of association], the key investor information document and all other documents of the [Reference]Fund in which the terms and conditions of the [Reference]Fund and of the Fund Shares are specified.]

[In the case of a fund as Underlying, the following applies:]

"**Fund Management**" means the persons responsible for the portfolio and/or risk management of the Fund.]

[In the case of a fund as Underlying or an index as Underlying, referencing funds, the following applies:]

"**Fund Services Provider**" means, if available, [in relation to a Fund] the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor [of the Fund].

"**Fund Share**" means [a unit or share of the Fund and of the class set out in § 1 of the Product Data, Reference Asset Data and Underlying Data][an Index Component which is a share in a Fund].]

"**Governmental Authority**" means:

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or
- (d) any other authority which is analogous to any of the entities specified in sections (a) to (c).

["**Governmental Intervention**" means that, with respect to the Reference Asset, any one or more of the following events occurs as a result of action taken or an announcement made by any authority (including, without limitation, Governmental Authorities) pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of the Reference Asset:

- (a) any event which would affect creditors' rights so as to cause:
 - (i) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (ii) a postponement or other deferral of a date or dates for the payment of principal or premium; or

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- (iii) a change in the ranking in priority of payment of the Reference Asset, causing the subordination of such Reference Asset to any other Reference Asset;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Asset;
- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in (a) to (c).]

["Hedging Disruption" means that the Issuer is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB); or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date.]

[In the case of an index as Underlying referencing funds, the following applies:

"Hedging Party" means the Hedging Party as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data. The Calculation Agent shall be entitled to specify another person or company as the Hedging Party (the **"Successor Hedging Party"**) at any time. The Calculation Agent shall give notice of the specification of a Successor Hedging Party pursuant to § 6 of the General Conditions. In this case each and every reference to the Hedging Party in these Terms and Conditions, depending on the context, shall be deemed to refer to the Successor Hedging Party.]

["Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whereas cost increases due to a deterioration of the credit-worthiness of the Issuer are not considered as Increased Costs of Hedging.]

[In the case of an index as Underlying referencing funds, the following applies:

"Index Adjustment Event" means any of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the calculation or publication of the Underlying is permanently discontinued or it is replaced by another index (the **"Index Replacement Event"**);
- (c) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)
- (d) the Reference Price is no longer published in the Underlying Currency.]

"Index Calculation Agent" means the Index Calculation Agent as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"Index Component" means, in relation to the Underlying, an asset or a reference value which is incorporated in the calculation of the Underlying at the relevant time.]

"Index Conversion Event" means each of the following events:

- (a) no suitable Replacement Underlying is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the Underlying is no longer calculated or published in the Underlying Currency[;
- (d) no suitable substitute for the Index Sponsor and/or the Index Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (e) an adjustment pursuant to § 8 (2) or (3) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)].]

"Index Sponsor" means the Index Sponsor as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.]

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"Investment Adviser" means [the Investment Adviser [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Investment Adviser of the Fund, each and every reference to the Investment Adviser in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Investment Adviser][, in relation to the Fund, a person, company or institution appointed as an adviser with respect to the investment activities of the Fund].]

"Issue Date" means the Issue Date as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"Issuing Agent" means the Issuing Agent as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

"Last Day of the [Best][Worst]-in Period" means the Last Day of the [Best][Worst]-in Period as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data]

[In the case of a fund as Underlying or an index as Underlying referencing a funds, the following applies:

"Management Company" means [the Management Company [as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][of the Fund]. If the Fund specifies another person, company or institution as the Management Company of the Fund, each and every reference to the Management Company in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Management Company][, in relation to the Fund, a person, company or institution that manages the Fund].]

"Market Disruption Event" means each of the following events:

[In the case of a share or a depository receipt as Underlying, the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

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[In the case of an index as Underlying, the following applies:

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis of the Underlying][components of the Underlying] are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to [individual securities which form the basis of the Underlying][components of the Underlying], the suspension or restriction of trading on the exchanges or on the markets on which such [securities][components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][components] are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of trading on the futures exchanges or the markets on which such derivatives are traded;
- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities, and continues at the point in time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)][to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)]. Any restriction of the trading hours or the number of days on which trading takes place on the [Relevant Exchange] or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the [Relevant Exchange] or, as the case may be, the Determining Futures Exchange.]

[In the case of a fund as Underlying other than ETF the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Underlying or other circumstances which make it impossible to determine the NAV, or
- (c) it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund, the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of Fund Shares for a specified period or to restrict the redemption or issue of Fund Shares to a specified portion of the Fund volume or to levy additional fees, or

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- (d) the Fund or the Management Company redeems the Fund Shares in kind instead of payment in cash, or
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities, or
- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent.]

[In the case of ETF as Underlying the following applies:

- (a) the failure of the Relevant Exchange to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in a derivative on the index which the Fund aims to replicate ("**ETF-Benchmark**") or on an index which only differs from the ETF-Benchmark in the treatment of dividends, interest or distributions or the currency in which such index is calculated;
- [(d) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;]

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point in time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

[In the case of an index as Underlying referencing funds, the following applies:

with respect to the Underlying:

- (a) the suspension or restriction of trading generally on the exchanges or markets on which the Index Components are traded;
- (b) in relation to an Index Component, the suspension or restriction of trading on the exchanges or markets on which that Index Component is traded or on the respective

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futures exchanges or markets on which derivatives linked to that Index Component are traded;

- (c) in relation to individual derivatives linked to the Underlying, the suspension or restriction of trading on the futures exchanges or markets on which such derivatives are traded;
- (d) the failure to calculate or the cessation or non-publication of the calculation of the Underlying as the result of a decision by the Index Sponsor or the Index Calculation Agent;

with respect to a Fund:

- (e) in relation to a Fund, the failure to calculate or the non-publication of the calculation of the respective NAV as the result of a decision by the respective Management Company or a Fund Services Provider on its behalf,
- (f) in relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV, or
- (g) in relation to a Fund, it is not possible to trade Fund Shares at the NAV, including the utilisation of provisions which suspend the redemption or issuance of Fund Shares for a particular period or restrict them to a particular portion of the volume of the Fund or make them subject to the imposition of additional charges, or which permit particular assets to be segregated or payment to be made in kind instead of in cash or in the case in which payment is not made in full on the redemption of Fund Shares, and
- (h) in relation to a Fund, comparable provisions which affect the ability of the Issuer to hedge its obligations under the Securities,
- (i) the suspension or restriction of trading generally on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that that event is material; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB).]

[In the case of Win-Win Cap Bond-linked Equity Securities, the following applies:

"Maximum Additional Redemption Amount" means the Maximum Additional Redemption Amount as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

["NAV" means the official net asset value (the "Net Asset Value") for a Fund Share as published by the Fund or the Management Company or by a third person on their behalf and at which it is actually possible to redeem Fund Shares.]

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"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Observation Date**" means each of the following Observation Dates:

"**Initial Observation Date**" means [the Initial Observation Date] [each of the Initial Observation Dates] as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data. If [the][an] Initial Observation Date is not a Calculation Date, the [immediately][next] following [Banking] Day, which is a Calculation Date shall be the [respective] Initial Observation Date.

"**Final Observation Date**" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data. If [the][a] Final Observation Date is not a Calculation Date, the immediately following Day which is a Calculation Date shall be the [respective] Final Observation Date. [The Final Payment Date shall be postponed accordingly.] [If the last Final Observation Date is not a Calculation Date, the Final Payment Date shall be postponed accordingly.] No interest shall become due because of such postponement.

"**Participation Factor**" means the Participation Factor as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Performance of the Underlying**" means the quotient of R (final) as the numerator and R (initial) as the denominator.

"**Pledge Agreement**" means a pledge agreement entered into between the Issuer and the Trustee with respect to the Securities without undue delay following the Issue Date.

[In the case of fund as Underlying or an index as Underlying referencing a fund, the following applies:

"**Portfolio Manager**" means [the Portfolio Manager [specified in § 2 of the Product Data, Reference Asset Data and Underlying Data][as specified in the Fund Documents][of the Fund]. If the Fund or the Management Company specifies another person, company or institution as the Portfolio Manager of the Fund, each and every reference to the Portfolio Manager in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Portfolio Manager[, in relation to a Fund, a person, company or institution appointed according to the Fund Documents as an portfolio manager with respect to the investment activities of the Fund].]

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

[In the case of Securities where R (initial) has already been specified, the following applies

"**R (initial)**" means R (initial), as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.]

[In the case of Securities with initial Reference Price observation, the following applies:

"**R (initial)**" means the Reference Price on the Initial Observation Date.]

[In the case of Securities with initial average observation, the following applies:

"**R (initial)**" means the equally weighted average (arithmetic mean) of the Reference Prices specified on the Initial Observation Dates.]

[In the case of Securities with [Best] [Worst]-in observation, the following applies:

"**R (initial)**" means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [Insert relevant day(s)] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including)].]

[In the case of Securities with final Reference Price observation, the following applies:

"**R (final)**" means the Reference Price on the Final Observation Date.]

[In the case of Securities with final average observation, the following applies:

"**R (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices on the Final Observation Dates.]

[In the case of Securities with [Best] [Worst]-out observation, the following applies:

"**R (final)**" means the [highest] [lowest] Reference Price on [each Final Observation Dates] [each [Insert Relevant Day(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including)].]

"**Ratio**" means [(Floor Level x Nominal Amount) / Reference Asset Nominal Amount] [the Ratio as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data].

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 3 of the Special Conditions.

"**Reference Asset**" means the obligation specified as Reference Asset in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"**Reference Asset Auction Proceeds**" means the cash amount in the Reference Currency [determined by] [actually received from] from the Selected Dealer through the procedure of an Auction for the Reference Asset or, as the case may be, the Substitute Asset in respect of the Valuation Amount, such cash amount determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) in accordance with prevailing market practice during the Auction Period. The Reference Asset Auction Proceeds may be equal to zero.

"**Reference Asset Nominal Amount**" means in relation to the Reference Asset the amount specified as "Reference Asset Nominal Amount" in § 2 of the Product Data, Reference

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Asset Data and Underlying Data. In relation to the Substitute Asset the Reference Asset Nominal Amount shall be the respective nominal amount of such Substitute Asset.

"Reference Asset Redemption Amount" means the sum of all amounts of payment or repayment of principal actually received by the Issuer under the Reference Asset (or Substitute Asset, as applicable) in respect of the Reference Asset Nominal Amount of the Reference Asset with discharging effect under the laws applicable to the Reference Asset on or prior to the Final Payment Date, as applicable, in its capacity as a Reference Holder, net of any duties, including withholding taxes, or reasonable fees or commissions, multiplied with the Ratio. The Reference Asset Redemption Amount is in no case lower than zero.

"Reference Currency" means the currency in which the Reference Asset is denominated on the Issue Date specified as Reference Currency in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"Reference Entity" means the entity specified as Reference Entity in § 2 of the Product Data, Reference Asset Data and Underlying Data and at any time the then current primary obligor of the Reference Asset (which term includes any successor to the original Reference Entity and each entity which is directly or indirectly guaranteeing the payment or repayment of such Reference Asset as of the Issue Date).

"Reference Holder" means a holder of the Reference Asset (or Substitute Asset, as applicable) which is domiciled in the jurisdiction of the Issuer of the Securities.

"Reference Price" means the Reference Price of the Underlying as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

["Registered Benchmark Administrator" means that the Underlying is administered by an administrator who is registered in a register pursuant to Article 36 of the Benchmark Regulation as specified in § 2 of the Product and Underlying Data.]

["Relevant Exchange" means the [Relevant Exchange as specified [in the column "Relevant Exchange" in Table 3.1] in § 2 of the Product Data, Reference Asset Data and Underlying Data][exchange on which the components of the Underlying are most liquidly traded; such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)].

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation [of the components] of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the Underlying (the "Substitute Exchange"); such exchange shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). In this case, any reference to the Relevant Exchange in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange.]

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"Restructuring" means that, with respect to the Reference Asset any one or more of the following events occurs in a form that (i) binds all holders of the Reference Asset, (ii) is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Reference Asset to bind all holders of the Reference Asset or (iii) is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of the Reference Asset (including, in each case, in respect of bonds only, by way of an exchange), in effect as of the later of the Issue Date and the date as of which the Reference Asset is issued or incurred:

- (a) a reduction in the amount of principal or premium payable at maturity (including by way of redenomination);
- (b) a postponement or other deferral of a date or dates for the payment of principal or premium;
- (c) a change in the ranking in priority of payment of the Reference Asset, causing a subordination of such Reference Asset to any other obligation of the Reference Entity.

"Risk Event" means a [Bankruptcy of the Reference Entity,] a Failure to Pay[, a Restructuring] [or a Governmental Intervention].

"Risk Event Calculation Date" means the date on which the Calculation Agent calculates the Acceleration Redemption Amount. The calculation has to be done as soon as reasonably practicable after the earlier of:

- (a) one (1) Banking Day following the date on which the Issuer received the Reference Asset Auction Proceeds; and
- (b) one (1) Banking Day following the last day of the Auction Period.

"Risk Event Notice" means an irrevocable notice by the Issuer in accordance with § 6 of the General Conditions that describes a Risk Event which has occurred during the Risk Event Notice Period and specifies the Acceleration Redemption Date. A Risk Event Notice shall contain a description in reasonable detail of the facts relevant to the determination that a Risk Event has occurred. The Risk Event that is the subject of the Risk Event Notice does not need to be continuing on the date the Risk Event Notice becomes effective.

"Risk Event Notice Period" means the period from and including 12:01 a.m., Munich time, on the Issue Date to 11:59 p.m., Munich time, on the Final Payment Date.

[Insert if "Sanctions Event" is applicable:]

"Sanctions Event" means (x) the Reference Entity or the Reference Asset is, becomes the subject of, or may become the subject of financial sanctions imposed by any applicable laws, including but not limited to the Office of Foreign Assets Control ("**OFAC**") of the US Department of the Treasury, the US Department of State, the Council of the European Union (including, without limitation, where such measures have direct effect or are implemented

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by any competent authority in any member state), the Hong Kong Markets Authority and/or the United Nations (in each case, "**Sanctions**") and (y) the Calculation Agent determines in its reasonable discretion (§ 315 et seq. BGB) that any payment, delivery, transaction or transfer in respect of the Reference Entity or the Reference Asset by the Issuer, any Dealer or any of their Affiliates may be, or may become or potentially is as a result of any event or circumstance contemplated by the Sanctions, prohibited by the Sanctions.]

"**Scheduled Reference Asset Maturity Date**" means the date specified as Scheduled Reference Asset Maturity Date in § 2 of the Product Data, Reference Asset Data and Underlying Data.

"**Security Holder**" means the holder of a Security.

"**Security Trust Agreement**" means the security trust agreement entered into between the Issuer and the Trustee with respect to the Securities without undue delay following the Issue Date.

["**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange [with respect to the Underlying][in the securities that form the basis of the Underlying] during which period settlement will customarily take place according to the rules of such Relevant Exchange.]

["**Share Conversion Event**" means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB);
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (d) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not reasonable with regard to the Issuer and/or the Security Holders; whether this is the case shall be determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB)].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Substitute Assets**" means securities, rights and/or other assets (whether tangible or otherwise) (in each case, whether of the relevant Reference Entity or of a third party) that a Reference Holder receives or becomes entitled to receive for the Reference Asset in respect of the Reference Asset Nominal Amount due to a Risk Event during the Risk Event Notice Period.

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"Trustee" means the person acting as trustee from time to time under the Security Trust Agreement.

"Terms and Conditions" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product Data, Reference Asset Data and Underlying Data (Part B) and the Special Conditions (Part C).

"Underlying" means the Underlying as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"Underlying Currency" means the Underlying Currency as specified in § 2 of the Product Data, Reference Asset Data and Underlying Data.

[In the case of an Index as Underlying, the following applies:]

"VolComparator" means the index as specified in § 2 of the Product and Underlying Data.

"VolComparator Sponsor" means the index sponsor as specified in § 2 of the Product and Underlying Data.

"VolComparator Replacement Event" means

- (a) any change in the relevant index concept or the calculation of the VolComparator, that in the reasonable discretion (§ 315 et seq. BGB) of the Calculation Agent result in a new relevant index concept or calculation of the VolComparator being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator;
- (b) the calculation or publication of the VolComparator is finally discontinued, or replaced by another index;
- (c) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the VolComparator as basis for any calculation or specifications described in these Terms and Conditions;
- (d) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the VolComparator.

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine in its reasonable discretion (§ 315 et seq. BGB), which index should be used in the future as a VolComparator (the "Replacement VolComparator"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator is no longer determined by the VolComparator Sponsor but rather by another person, company or institution (the "New VolComparator Sponsor"), then any calculation described in these Terms and Conditions shall occur on the basis of the VolComparator as determined by the New VolComparator Sponsor. In this case, any

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reference to the replaced VolComparator Sponsor in these Terms and Conditions shall be deemed to refer to the New VolComparator Sponsor.]

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

§ 2

Interest

Interest: The Securities do not bear interest.

§ 3

Redemption

- (1) *Redemption:* Subject to the occurrence of an Acceleration Event and subject to the occurrence of a Conversion Event, each Security shall be redeemed on the Final Payment Date at an amount equal to the Redemption Amount, subject to and in accordance with § 6 of the Special Conditions.
- (2) *Redemption Amount:* The Redemption Amount per Nominal Amount of the Security shall be an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

The Redemption Amount equals the sum of (i) the Redemption Amount Component 1 and (ii) the Redemption Amount Component 2.

- (3) *Redemption Amount Component 1:* The "**Redemption Amount Component 1**" per Nominal Amount of the Security shall be equal to the Conditional Minimum Redemption Amount.
- (4) *Redemption Amount Component 2:* The "**Redemption Amount Component 2**" per Nominal Amount of the Security shall be calculated as follows:

Redemption Amount Component 2 = Nominal Amount x (Participation Factor x abs(Performance of the Underlying - 1))

[However, the Redemption Amount Component 2 is not greater than the Maximum Additional Redemption Amount].]

[Special Conditions that apply to all Bond-linked Equity Securities:]

§ 4

Issuer's Early Redemption Right

(1) *Issuer's Early Redemption Right:* Upon the occurrence of an Acceleration Event, the Issuer will be fully released from its obligation to redeem the Securities on the Final Payment Date at the Redemption Amount in accordance with § 3 of the Special Conditions and shall redeem the Securities on the Acceleration Redemption Date at an amount equal to the Acceleration Redemption Amount in accordance with this § 4.

(2) *Acceleration Redemption Amount:* The "**Acceleration Redemption Amount**" per Nominal Amount of the Security shall be an amount in the Specified Currency calculated or specified by the Calculation Agent on the Risk Event Calculation Date as follows:

The Acceleration Redemption Amount equals the sum of (i) the Acceleration Redemption Amount Component 1 and (ii) the Acceleration Redemption Amount Component 2.

(3) Acceleration Redemption Amount Component 1: The "**Acceleration Redemption Amount Component 1**" per Nominal Amount of the Security shall be equal to the sum of

(a) Auction Price x Reference Asset Nominal Amount x Ratio; and

(b) the Reference Asset Redemption Amount, if any.

The Acceleration Redemption Amount Component 1 is in no case lower than zero.

(4) *Acceleration Redemption Amount Component 2:* The "Acceleration Redemption Amount Component 2" corresponds to the market value of the Redemption Amount Component 2 per Nominal Amount of the Security determined by the Calculation Agent.

If a Conversion Event occurred on or prior to the Acceleration Redemption Date, the Acceleration Redemption Amount Component 2 corresponds to the present value of the Settlement Amount Component 2 per Nominal Amount discounted at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining terms as the Securities; it will be determined by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB).

The relevant value shall be determined by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) within ten (10) Banking Days following the occurrence of an Acceleration Event.

The Acceleration Redemption Amount Component 2 is in no case lower than zero.

(5) The payment with regard to the Acceleration Redemption Amount is subject to the provisions set forth in § 6 of the Special Conditions.

§ 5

Issuer's Extraordinary Conversion Right

- (1) *Conversion:* Upon the occurrence of a Conversion Event, the Securities shall be redeemed on the Final Payment Date at an amount equal to the Settlement Amount. If an Acceleration Event occurs, the Settlement Amount shall be substituted by the Acceleration Redemption Amount pursuant to § 4 of the Special Conditions.
- (2) *Settlement Amount:* The "**Settlement Amount**" per Nominal Amount of the Security shall be an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

The Settlement Amount equals the sum of the Settlement Amount Component 1 and the Settlement Amount Component 2.

The Issuer shall notify the Security Holders in accordance with § 6 of the General Conditions of the occurrence of a Conversion Event.
- (3) *Settlement Amount Component 1:* The "**Settlement Amount Component 1**" corresponds to the [Redemption Amount Component 1] [Redemption Amount] as specified in § 3 (3) of the Special Conditions.
- (4) *Settlement Amount Component 2:* The "**Settlement Amount Component 2**" per Nominal Amount corresponds to [the market value of the Redemption Amount Component 2 per Nominal Amount (plus accrued interest thereon for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining terms as the Securities)]. Such market value is determined by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) within ten (10) Banking Days following the occurrence of the Conversion Event. The Settlement Amount Component 2 is in no case lower than zero.]
- (5) The payment with regard to the Settlement Amount is subject to the provisions set forth in § 6 of the Special Conditions.

§ 5a

Enforcement Event

Upon the occurrence of an Enforcement Event (as defined in the Pledge Agreement) the Reference Asset shall be enforced by the Trustee for the benefit of the Security Holders. The proceeds realized from the enforcement of the Reference Asset will be distributed to the Security Holders on a pro rata basis. Each Security Holder is allowed to notify the Trustee of the occurrence of an Enforcement Event.

§ 6

Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest 0.01 Euro, with 0.005 Euro being rounded upwards.
- (2) *Banking day convention:* If the due date for any payment under the Securities (the "Payment Date") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders are not entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System for credit to the respective accounts of the depository banks for transfer to the Security Holders by no later than the relevant Payment Date. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.
- (4) *Interest of default:* If the Issuer fails to make any payment under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of payment (including).

§ 7

Market Disruptions

- (1) *Postponement:* Notwithstanding the provision of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date shall be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.

- (2) *Discretionary valuation:* If a Market Disruption Event occurs and is continuing for more than [Insert number of Banking Days] consecutive Banking Days the Calculation Agent shall determine in its reasonable discretion (§ 315 et seq. BGB) the respective Reference Price required for the calculations or, respectively, specifications described in these Terms and Conditions. Such Reference Price shall be determined in accordance with prevailing market conditions at [Insert time and financial centre] on this [Insert number of following Banking Day] Banking Day, taking into account the economic position of the Security Holders.

[If within these [Insert number of Banking Days] Banking Days period traded Derivatives of the Underlying expire and are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for these traded Derivatives will be taken into account in order to conduct the calculations or, respectively,

PART C – SPECIAL CONDITIONS OF THE SECURITIES – All Product Types specifications described in these Terms and Conditions. In that case, the expiration date for those Derivatives is the respective Observation Date.]

[In the case of a share or a depository receipt as Underlying, the following applies:

§ 8

Adjustments, Replacement Specification

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (2) *Replacement Specification:* If a price of the Underlying published by the Relevant Exchange pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish the respective value by using the Corrected Value (the "**Replacement Specification**") pursuant to § 6 of the General Conditions.
- [(3) The application of §§ 313, 314 BGB remains reserved.]]

[In the case of an index as Underlying, the following applies:

§ 8

Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification

- (1) *Index Concept:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the Underlying with its provisions currently applicable, as developed and maintained by the

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Index Sponsor, as well as the respective method of calculation, determination, and publication of the price of the Underlying (the "**Index Concept**") applied by the Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the Index Concept, or if other measures are taken, which have an impact on the Index Concept, unless otherwise provided in the below provisions.

- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions of these Securities shall be adjusted in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the there traded Derivatives linked to the Underlying, and the remaining term of the Securities as well as the latest available price of the Underlying. If pursuant to the rules of the Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event or an Index Usage Event, the adjustment pursuant to paragraph (2) shall be made by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) determining, which index should be used in the future as Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent shall make further adjustments to the Terms and Conditions of these Securities (in particular to the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made as well as the time of its first application will be published in accordance with § 6 of the General Conditions. From the first application of the Replacement Underlying on, any reference to the replaced Underlying in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Underlying.
- (4) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the replaced Index Sponsor in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the Underlying is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of the Underlying as calculated by the New Index

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Calculation Agent. In this case, any reference to the replaced Index Calculation Agent in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent.

- (5) *Replacement Specification:* If a price of the Underlying published by the Index Sponsor or the Index Calculation Agent, as the case may be, pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the Index Sponsor or the Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").]

- [(6) The application of §§ 313, 314 BGB remains reserved.]

[In the case of a fund as Underlying, the following applies:

§ 8

Adjustments, Replacement Underlying, Replacement Management Company, Replacement Specification

- (1) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions (in particular the ratio and/or all prices of the Underlying specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of the Terms and Conditions shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available price of the Underlying. In making the adjustment, the Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.
- (2) *Replacement Underlying:* In cases of a Fund Replacement Event, the adjustment usually entails the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) determining which Fund or Fund Share should be used in the future as the Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions (in particular to the Underlying, the ratio and/or all prices of the Underlying specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to the Terms and Conditions in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Underlying, any reference to the

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Underlying in the Terms and Conditions shall be deemed to refer to the Replacement Underlying, unless the context provides otherwise.

[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

- (3) Replacement Specification: If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "Corrected Value") is published by the Management Company after the original publication but still within a Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "Replacement Specification") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the Underlying, then the relevant value will not be specified again.]

[In the case of Securities where the Replacement Specification takes place independently of the Settlement Cycle, the following applies:

- (3) Replacement Specification: If a NAV, as used by the Calculation Agent pursuant to these Terms and Conditions, is subsequently corrected and the correction (the "Corrected Value") is published by the Management Company after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "Replacement Specification") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the Underlying, then the relevant value will not be specified again.]
- (4) If the Underlying is no longer calculated by the Management Company but by another person, company or institution (the "Replacement Management Company"), each and every reference to the Management Company in the Terms and Conditions shall be deemed, depending on the context, to refer to the Replacement Management Company.

[The application of §§ 313, 314 BGB remains reserved.]]

[In the case of an index as Underlying referencing funds, the following applies:

§ 8

Index Concept, Adjustments, Replacement Underlying, New Index Sponsor and New Index Calculation Agent, Replacement Specification

- (1) *Index Concept:* The basis for the calculations or specifications of the Calculation Agent described in these Terms and Conditions shall be the Underlying with its provisions

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applicable from time to time, as developed and maintained by the Index Sponsor, as well as the respective method of calculation, determination and publication of the price of the Underlying (the "**Index Concept**") applied by the Index Sponsor. This shall also apply if during the term of the Securities changes are made or occur in respect of the Index Concept, or if other measures are taken which have an impact on the Index Concept, unless otherwise provided in the provisions below.

- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions (in particular, the ratio, the Underlying and/or all prices of the Underlying specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent on the basis of these Terms and Conditions shall be adjusted in a way that the economic position of the Security Holders remains unchanged to the greatest extent possible; such adjustments shall be made by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB). For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available NAV or the liquidation proceeds for the Fund. In making the adjustment, the Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including, inter alia, taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event, the adjustment usually entails the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) determining which index should be used in the future as the Underlying (the "**Replacement Underlying**"). If necessary, the Calculation Agent will make further adjustments to these Terms and Conditions (in particular to the Underlying, the ratio and/or all prices of the Underlying specified by the Issuer) and/or all prices of the Underlying determined by the Calculation Agent pursuant to these Terms and Conditions in such a way that the economic position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Underlying, any reference to the Underlying in these Terms and Conditions shall be deemed to refer to the Replacement Underlying, unless the context provides otherwise.
- (4) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but by another person, company or institution (the "**New Index Sponsor**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the Index Sponsor shall be deemed to refer to the New Index Sponsor, depending on the context. If the Underlying is no longer calculated by the Index Calculation Agent but by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the Index Calculation Agent shall be deemed to refer to the New Index Calculation Agent, unless the context provides otherwise.

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[In the case of Securities where the Replacement Specification takes place within the Settlement Cycle, the following applies:

- (5) Replacement Specification: If a price of the Underlying published by the Index Sponsor or the Index Calculation Agent, as the case may be, pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") is published by the Index Sponsor or the Index Calculation Agent, as the case may be, after the original publication but still within a Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the Underlying, then the relevant value will not be specified again.]

[In the case of Securities where the Replacement Specification takes place independently of the Settlement Cycle, the following applies:

- (5) Replacement Specification: If a price of the Underlying published by the Index Sponsor or the Index Calculation Agent, as the case may be, pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") is published by the Index Sponsor or the Index Calculation Agent, as the case may be, after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment is to be made whose amount is determined wholly or partly with reference to this price of the Underlying, then the relevant value will not be specified again.]

[The application of §§ 313, 314 BGB remains reserved.]]

VIII. TRUST AGREEMENT

The Trust Agreement will be substantially in the form as follows:

Dated [●]

UNICREDIT BANK AG

as Issuer

and

[●]

as Trustee

SECURITY TRUST AGREEMENT

THIS SECURITY TRUST AGREEMENT (the "**Agreement**") is entered into on

BETWEEN

- (1) **UNICREDIT BANK AG**, a stock corporation (Aktiengesellschaft) incorporated under the laws of the Federal Republic of Germany, having its business address at UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (Amtsgericht) of Munich under HRB 421 48 (the "**Issuer**"); and
- (2) **[●]**, having its business address at **[●]**, **[●]**, **[●]** (the "**Trustee**"),

(each a "**Party**" and together the "**Parties**").

RECITALS

- (1) The Issuer intends to issue notes in accordance with the Terms and Conditions (as defined below) (the "**Notes**") which are linked to a reference bond issued by XX. and purchased by the Issuer (ISIN: XX and XX, the "**Reference Asset**").
- (2) In order to secure the Secured Claims (as defined below), the Issuer intends to grant security in respect of the Reference Asset by way of a separate Pledge Agreement (as defined below) to the Trustee to be held on trust (*treuhänderisch*) by the Trustee for the Beneficiaries (as defined below) in accordance with the provisions of this Agreement.

Accordingly, the following is AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in this Agreement (including the Recitals hereto) and not defined within this Agreement have the meaning ascribed to them in the Terms and Conditions (as defined below) unless the context otherwise requires.

1.2 In this Agreement:

"**Authorisation**" has the meaning given to such term in Clause 11.3 of this Agreement.

"**Beneficiaries**" means the Security Holders and the Trustee.

"**Code**" shall mean the US Internal Revenue Code of 1986.

"**Data Protection Standards**" means the German Data Protection Act (*Bundesdatenschutzgesetz*) as well as all other applicable statutory rules and regulations under German law (including, for the avoidance of doubt, the rules and principles of German banking secrecy (*Bankgeheimnis*) applicable from time to time), in each case as amended, restated, replaced or supplemented from time to time.

"**Dispute**" has the meaning given to such term in Clause 24.3 of this Agreement.

"**Distribution of Proceeds**" has the meaning given to such term in Clause 13.1 of this Agreement.

"**Enforcement Event**" has the meaning given to such term in the Pledge Agreement.

"**Enforcement Notice**" has the meaning given to such term in Clause 12.1 of this Agreement.

"**FATCA Withholding Tax**" shall mean any withholding or deduction pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof) or any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

"**Issuer Security**" means the security created under and pursuant to the Pledge Agreement.

"**Parallel Debt Claim**" means the claim constituted by the undertaking in Clause 4 (*Parallel Debt*) of the Trustee against the Issuer pursuant to which the Issuer is liable to pay to the Trustee an amount which will at all times be equal to the aggregate amount of all current and future claims of the Beneficiaries against the Issuer in connection with the Transaction Documents as amended from time to time, including, without limitation,

- (a) all claims for the payment of a remuneration, irrespective of whether they are determined in the Transaction Documents or in any remuneration agreement related to the latter,
- (b) claims arising after the opening of insolvency proceedings,
- (c) all claims arising due to the ineffectiveness or the unenforceability of any Transaction Document, in particular, claims arising due to unjust enrichment (ungerechtfertigte Bereicherung) or tort (Delikt), and
- (d) all fees irrespective of whether such fees are agreed or determined in the Transaction Documents.

"**Pledge Agreement**" means the pledge agreement entered into between the Issuer as pledgor and the Trustee as pledgee dated on or about the date of this Agreement, as amended from time to time.

"**Secured Claims**" means the Parallel Debt Claim and all current and future claims of the Beneficiaries against the Issuer in connection with the Transaction Documents as amended from time to time, including, without limitation,

- (a) all claims for the payment of a remuneration, irrespective of whether they are determined in the Transaction Documents or in any remuneration agreement related to the latter,

- (b) claims arising after the opening of insolvency proceedings,
- (c) all claims arising due to the ineffectiveness or the unenforceability of any Transaction Document, in particular, claims arising due to unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*), and
- (d) all fees irrespective of whether such fees are agreed or determined in the Transaction Documents.

"**Securities Account**" means the account with the account number [●] with the code [●].

"**Security Holder**" means each holder of the Notes.

"**Terms and Conditions**" means the terms and conditions in respect of the Notes.

"**Transaction Documents**" means the Pledge Agreement, the Terms and Conditions and this Agreement.

"**Trustee Fee Letter**" has the meaning given to such term in Clause 16.1.

1.3 Interpretation

- 1.3.1 Any reference to persons shall include the relevant successors and assignees.
- 1.3.2 References to terms in the singular shall be regarded to include reference to the relevant term in the plural and vice versa, unless the context requires otherwise.
- 1.3.3 Any reference to statutory provisions shall be regarded to include all amendments, revisions and/or supplements to the relevant provision and all subordinate legislation and administrative instructions and other regulations which were adopted under or in connection with the provision or any such revision.
- 1.3.4 Any reference to other contracts or agreements is a reference to such contracts or agreements as amended from time to time.
- 1.3.5 The schedules constitute a part of this Agreement.
- 1.3.6 The headings contained in this Agreement shall not affect its construction.

2. APPOINTMENT OF THE TRUSTEE

- 2.1 The Issuer appoints the Trustee as trustee in accordance with the provisions of this Agreement.
- 2.2. The Trustee accepts the appointment.

3. TRUST AGREEMENT

- 3.1 The Trustee accepts and holds the Issuer Security on trust as trust property (Treuhand) for the benefit of the Beneficiaries in accordance with the provisions of this Agreement.

3.2 Vis-à-vis Beneficiaries who are not a Party to this Agreement, this Agreement shall operate as a contract in favour of third parties (echter Vertrag zugunsten Dritter) in accordance with Section 328 German Civil Code (Bürgerliches Gesetzbuch). Each such Beneficiary shall be entitled to require the Trustee to fulfil its obligations set out in this Agreement. The Trustee may raise any objection vis-à-vis such Beneficiaries it is entitled to raise pursuant to this Agreement (Section 334 German Civil Code (Bürgerliches Gesetzbuch)).

4. PARALLEL DEBT

4.1 The Issuer undertakes vis-à-vis the Trustee by way of a separate and independent obligation (within the meaning of Section 780 of the German Civil Code (Bürgerliches Gesetzbuch)) to satisfy the Parallel Debt Claim.

4.2 The Parties acknowledge that

4.2.1 the Trustee has an independent claim against the Issuer in accordance with Clause 4.1;

4.2.2 the Trustee holds the benefits resulting from the Parallel Debt Claim on trust for the Beneficiaries;

4.2.3 all amounts owed to the Trustee shall be automatically reduced by all amounts paid to the Beneficiaries from time to time by the Issuer under the relevant Transaction Documents and no payment may be collected twice by the Trustee and the other Beneficiaries; and

4.2.4 the Trustee may demand fulfilment of the Parallel Debt Claim from the Issuer in its own name also and not only in the name of the Beneficiaries.

5. OBLIGATION OF THE ISSUER TO CREATE THE ISSUER SECURITY

The Parties acknowledge and agree that the Issuer (i) pledges all its rights and claims in respect of the Reference Asset credited to or otherwise held in the Securities Account from time to time and all certificates representing such securities present, and (ii) assigns all future claims against the relevant securities clearing and deposit bank (*Wertpapiersammelbank*), to the Trustee in accordance with the provisions of and pursuant to the Pledge Agreement.

6. WARRANTIES AND FURTHER OBLIGATIONS OF THE ISSUER

6.1 The Issuer hereby makes the warranties as set out in Schedule 1 (*Warranties*) in the form of an independent guarantee undertaking in accordance with Section 311 para. 1 German Civil Code (*Bürgerliches Gesetzbuch*).

6.2 If any warranty set out in Schedule 1 (*Warranties*) should be inaccurate, the Issuer shall put the Trustee in a position as if the relevant warranty had been accurate.

6.3 The Issuer assumes the obligations set out in Schedule 1 (*Further Obligations*).

7. SECURITY PURPOSE AGREEMENT

The Issuer Security is created for the Trustee in order to secure the Secured Claims. The Issuer waives its rights in accordance with Section 1210 para. 1 German Civil Code (*Bürgerliches Gesetzbuch*).

8. DUE CARE

The Trustee shall fulfil its obligations with the care of a prudent merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

9. VICARIOUS AGENTS

If for the purpose of satisfying its obligations under this Agreement, the Trustee commissions an agent, the Trustee shall only be liable for properly selecting such agent (*Auswahlverschulden*).

10. LIMITATION OF LIABILITY

The liability of the Trustee for damages and costs of any kind (also vis-à-vis third parties, but with the exception of damages caused to life, limb and health) shall be limited to gross negligence (*grobe Fahrlässigkeit*) and wilful misconduct (*Vorsatz*).

11. MANAGEMENT OF THE ISSUER SECURITY AND AUTHORISATION

11.1 With respect to the Issuer Security, the Trustee acts vis-à-vis the Issuer as a secured party and has a fiduciary obligation *vis-à-vis* the Issuer with regard to its obligation to release the Issuer Security after all Secured Claims have been redeemed.

11.2 The Trustee shall only be entitled to release the Issuer Security to the extent that this is expressly stipulated in this Agreement or in another Transaction Document or required by law.

11.3 The Trustee and the Issuer shall manage the Issuer Security subject to and in accordance with the provisions of the Transaction Documents. Prior to the enforcement of the Issuer Security, the Trustee hereby revocably (*widerruflich*) authorises the Issuer, as its attorney, to manage the Issuer Security pursuant to the Transaction Documents (the "**Authorisation**"). Where, pursuant to the Transaction Documents, the Trustee is required to act together with the Issuer, the Trustee shall in all cases prior to the termination or revocation of the Authorisation act in the manner as instructed by the Issuer. The Trustee shall not be liable for any actions taken on the basis of such instructions of the Issuer, or any actions taken by the Issuer as attorney for and on behalf of the Trustee in contravention, or despite the termination or revocation, of the Issuer's Authorisation, save for any gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) on behalf of the Trustee.

11.4 The Issuer shall make use of the Authorisation with the due care and diligence of a prudent merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

11.5 An Enforcement Notice (as defined below) shall be considered as a revocation of the Authorisation.

12. REALISATION OF THE ISSUER SECURITY AND TRUST ACCOUNT

12.1 As soon as the Issuer gains positive knowledge of an Enforcement Event, it shall be obliged to notify the Trustee thereof (the "**Enforcement Notice**"). After having received an Enforcement Notice or otherwise gained positive knowledge of the occurrence of an Enforcement Event, the Trustee shall be obliged to realise the Issuer Security in a manner of its own discretion (but always subject to Clause 14.3 of this Agreement) within the framework permitted by the relevant Issuer Security and the Transaction Documents. The Trustee shall, accordingly, realise Pledges only as soon as, in addition, the preconditions included in Sections 1273 et seqq. and Sections 1204 et seqq. German Civil Code (*Bürgerliches Gesetzbuch*) are satisfied, in particular, as soon as the Secured Claims are due and enforceable in full or in part (*Pfandreife*). The Trustee may take all required measures vis-à-vis the Issuer that are permissible in accordance with the provisions of the Transaction Documents, as well as under applicable law. The Trustee may (and, if appropriate, shall) notify the relevant debtors of the respective security rights and request direct payment from the debtors to an account specified by the Trustee.

12.2 Section 1277 German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply and the realisation of the Issuer Security shall not require an enforceable title.

12.3 If several items of Issuer Security are available, the Trustee may choose which to realise.

12.4 The Issuer hereby waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechenbarkeit*) pursuant to Sections 770 and 1211 German Civil Code (*Bürgerliches Gesetzbuch*), provided that the relevant rights are not rights of the Issuer that are undisputed (*unbestritten*) between the Parties or have been determined by final judgment (*rechtskräftig festgestellt*).

12.5 In the event that the Issuer Security has been realised or the Issuer has redeemed the Secured Claims in full or in part, no right shall pass over to the Issuer. In this regard, Section 1225 German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.

12.6 Until their distribution, all proceeds from the realisation of Issuer Security shall be held on trust by the Trustee, separately from its own assets, in an open trust account to be maintained in favour of the Beneficiaries where the proceeds result from the enforcement of the Issuer Security.

13. DISTRIBUTION OF THE PROCEEDS

13.1 Following the realisation of the Issuer Security in accordance with Clause 12 of this Agreement and in accordance with the Terms and Conditions, the proceeds from the realisation of the Issuer Security shall be distributed to the Security Holders on a pro rata basis for payment of the relevant Redemption Amount, the relevant Acceleration Redemption Amount or the relevant Settlement Amount (as applicable) in respect of the corresponding Note. For the avoidance of doubt, each Security Holder ranks *pari passu* with

the other Security Holders. The Trustee remains entitled to retain an amount equal to its outstanding fees and expenses (properly incurred) from any proceeds distributed to the Security Holders.

- 13.2 Without limitation of Clause 13.1 all payments have to be paid in the currency or currency unit in which it is expressed to be payable. Sums in one currency shall firstly be used for payments in the same currency and secondly after the sum has to be converted with other sums in a different currency.

14. RIGHTS AND POWERS OF THE TRUSTEE

- 14.1 The Trustee shall be entitled to issue all notifications in the name of the Issuer that are required to perfect the security rights if the Issuer has not met a relevant request made by the Trustee. The Trustee is, however, not under any obligation to verify whether such notifications are required.
- 14.2 In the event that the Issuer has not effectively created the Issuer Security (or any individual element of the Issuer Security), the Trustee may request that the Issuer concludes all further required agreements at its costs and/or takes such measures, which from the Trustee's perspective are required to ensure that the creation of the Issuer Security is effective. The Trustee is, however, not under any obligation to verify whether the Issuer Security has been effectively created.
- 14.3 With respect to the Issuer Security, the Trustee shall be entitled to base its actions solely on relevant instructions issued by the majority of the Security Holders in accordance with the Terms and Conditions and applicable law and may ask for such instructions at any time at which the Trustee considers that this is necessary. The Trustee shall be under the obligation to follow such instruction, provided that the Trustee is properly and fully indemnified for such action, and the Trustee shall be under no obligation to act under this Agreement or the Pledge Agreement until it has received the respective instructions requested by it in accordance with this Agreement. The Trustee shall not be liable for any actions taken on the basis of such instructions, save for any gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) in implementing or in failing to implement such instructions.
- 14.4 The Security Holders alone are responsible for reviewing the financial situation, the creditworthiness and the general situation of the Issuer. The Trustee has no such fiduciary responsibility vis-à-vis the Security Holders.
- 14.5 The Trustee may rely on the correctness and completeness of the information provided by the Issuer or a Security Holder and shall not be liable for damages on the basis of incorrect or incomplete information provided by the Issuer or the Security Holder to the Trustee, unless the Trustee has actual knowledge of such incorrectness or incompleteness.
- 14.6 The Trustee shall not be:
- (a) liable for actions or omissions of the Issuer; this shall apply expressly, but not exclusively with respect to Clause 11.3 and to actions or omissions of third parties within the meaning of Clause 11.3;

- (b) liable for the legal effectiveness or legal enforceability of the Terms and Conditions and the other Transaction Documents;
- (c) liable for the legal effectiveness, legal enforceability, commercial value (*Werthaltigkeit*) or sufficiency of the Issuer Security;
- (d) bound to enquire as to (i) the commercial value (*Werthaltigkeit*) of any parts of the Issuer Security or as to (ii) the occurrence of any Enforcement Event; and
- (e) under any obligation other than those which are specifically provided for in this Agreement and the Pledge Agreement.

14.7 In connection with the satisfaction of its obligations under this Agreement and the Pledge Agreement, the Trustee shall be entitled, at its own discretion and at the Issuer's cost, to obtain advice from lawyers, certified public accountants and other experts within an appropriate scope and at usual market conditions. The Trustee may rely on such advice without carrying out any subsequent review of its own and shall not be liable for damages caused due to the fact that it relied on such advice, including in particular (but without limitation), for any negligent conduct of the relevant advisers. Within the scope of Clause 10 (Limitation of liability), the Trustee shall only be liable for selecting the advisers with due care (*Auswahlverschulden*).

14.8 The Trustee may:

- (a) assume unless it has, in its capacity as Trustee, actual knowledge (positive *Kenntnis*) to the contrary, that:
 - (i) any representation made by the Issuer is true;
 - (ii) no Enforcement Event has occurred;
 - (iii) each person purporting to be an authorised signatory of the Issuer is duly authorised to act in that capacity by or on behalf of the Issuer;
 - (iv) each request, direction, information or document received by it from a Beneficiary is correct;
 - (v) any communication or document received by it is valid, genuine and enforceable against the person by whom or on whose behalf it is purported to be given;
 - (vi) any of its claims under this Agreement and the Pledge Agreement are valid and enforceable; and
 - (vii) any person purporting to be a Security Holder by presenting to the Trustee (upon its request) the global note representing the Note (or, as the case may be, the entry thereof reflected in the Clearing System) is a Security Holder;

- (b) rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Issuer or a Security Holder upon a certificate signed by or on behalf of the Issuer or a Security Holder and be entitled to request such a certificate from the Issuer or a Security Holder in its reasonable discretion; and
- (c) refrain from acting in accordance with any of its obligations under this Agreement or the Pledge Agreement until it shall have been indemnified and/or secured and/or prefunded (i) in relation to all amounts payable to it in accordance with this Agreement or the Pledge Agreement and (ii) against all loss, damage, expense or other liability as agreed upon pursuant to this Agreement, including Clause 16 (Fees, Costs and Expenses) hereof. The Trustee shall not be required to expend own funds.

Consequently, the Trustee has no responsibility (i) to monitor compliance by any other party of its obligations under this Agreement or the Transaction Documents, or (ii) to take any steps to ascertain whether any relevant event under this Agreement or the Transaction Documents has occurred.

- 14.9 The Trustee shall exercise the discretion granted to it by considering the interests of the Beneficiaries, including in particular (but without limitation) those of the Security Holders.
- 14.10 The Trustee shall not be obliged to disclose any information to the Security Holders if such disclosure is in breach of the Data Protection Standards and none of the Security Holders shall be entitled to take any relevant measures against the Trustee. For the avoidance of doubt, the Trustee is entitled to disclose all information to the Security Holders that it receives from the Issuer in connection with this Agreement.
- 14.11 All provisions of this Agreement shall be interpreted in a manner that does not impair the Trustee in the exercise of its other business.
- 14.12 The Trustee may refrain from doing anything which in its opinion will or may be contrary to any applicable law, directive or regulation of any jurisdiction which would or might otherwise render it liable to any person, and the Trustee may do anything which is, in its opinion, necessary to comply with all applicable law, directive or regulation.

15. RELEASE OF THE ISSUER SECURITY

As soon as the Trustee is convinced (based on evidence to be provided by the Issuer and/or the Beneficiaries upon request of the Trustee) that the Secured Claims have been finally redeemed in full, it shall release the Issuer Security. With regard to the pledges created pursuant to the Pledge Agreement, the release shall be notified for the sake of good order in accordance with Clause 7 of the Pledge Agreement. The Parties acknowledge that after the complete redemption of the Secured Claims, the pledges created pursuant to the Pledge Agreement will cease to apply by operation of law (due to their accessory nature). Thereafter, at the request of the Issuer, the Trustee shall be obliged to take all measures, at the Issuer's cost, required to cancel the Issuer Security created under this Agreement and to

retransfer and/or re-assign, if and as applicable, the Issuer Security to the Issuer or to any person designated by the Issuer.

16. FEES, COSTS AND EXPENSES

- 16.1 The Issuer shall pay to the Trustee for the services provided hereunder as Trustee a fee and all other (if any) amounts as further specified in and in accordance with the provisions of a separate fee letter (the "**Trustee Fee Letter**").
- 16.2 The Issuer shall indemnify the Trustee in relation to all amounts payable by it under this Agreement or the Pledge Agreement and against any loss, damage, expense, or other liability including, but without limitation, legal costs and expenses reasonably incurred in connection with this Agreement and performance of its obligations hereunder (including, in each case, VAT in respect thereof); **provided that** (i) this shall not apply if the Trustee has acted in wilful misconduct (*vorsätzlich*) or gross negligently (*grob fahrlässig*), and (ii) the Parties agree that legal costs of entering into this Agreement and the Pledge Agreement shall only be indemnified once up to a maximum amount of EUR 7,000 (plus VAT) in accordance with or as otherwise agreed upon in the Trustee Fee Letter.
- 16.3 The Issuer shall pay all stamp, documentary or registration taxes or duties and other taxes and duties (including any interest and penalties thereon or in connection therewith) which may be payable upon or in connection with the execution and delivery of this Agreement and any letters of appointment under which the Trustee is appointed as agent or trustee hereunder or otherwise levied (including any interest and penalties thereon or in connection therewith) and which may be payable upon or in connection with the execution and fulfilment of this Agreement. The Issuer shall indemnify the Trustee against any claim, demand, action, liability, loss or expense (including reasonable legal fees) accrued or asserted against it as a result of any default or delay in payment. The indemnification specified in this Clause 16.3 shall remain in full force and effect notwithstanding the (premature) termination or expiry of this Agreement.
- 16.4 Without limiting the generality of the foregoing, in order to comply with applicable tax laws (inclusive of any current and future laws, rules, regulations, intergovernmental agreements and interpretations thereof promulgated by competent authorities) related to the Transaction Documents in effect from time to time ("**Applicable Law**") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Issuer/Company agrees (i) to provide to the Trustee sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so the Trustee can determine whether it has tax related obligations under Applicable Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments to comply with Applicable Law for which the Trustee shall not have any liability.
- 16.5 The indemnities set out under this Clause 16 shall survive the termination of this Agreement.

17. TERMINATION AND CHANGE OF THE TRUSTEE

- 17.1 This Agreement and the trust relationship shall terminate as soon as all the Issuer Security created under this Agreement (i) has been definitively released or (ii) has been realised and all realisation proceeds have been distributed in accordance with Clause 13 (*Distribution of the Proceeds*). Any obligations of the Parties created up to this point in time shall continue.
- 17.2 The Trustee may terminate its appointment as trustee at any time (i) for good cause (*aus wichtigem Grund*) or (ii) subject to a notice period of ninety (90) Banking Days and by observing the provisions of Clause 17.4. In such event, the Trustee shall make all reasonable endeavours to ensure that another trustee can be appointed before the end of the notice period.
- 17.3 The Issuer shall be entitled and, upon a written instruction issued by the majority of the Security Holders in accordance with the Terms and Conditions and applicable law, obliged to terminate the appointment of the Trustee (i) for good cause (*aus wichtigem Grund*) or (ii) subject to a notice period of ninety (90) Banking Days by observing the provisions of Clause 17.4.
- 17.4 Notwithstanding the right of termination for good cause (*aus wichtigem Grund*), any termination in accordance with Clause 17.2 and 17.3 shall only become effective if (i) a new trustee has been appointed and (ii) all rights and obligations of the Trustee arising on the basis of this Agreement and the Pledge Agreement have passed over to the new trustee under this Agreement or a succeeding security trust agreement. The Issuer agrees with the Trustee that if, by the day falling twenty (20) calendar days before the expiry of any notice period under this Clause 17.4, the Issuer has not appointed a successor trustee, the Trustee shall be entitled, on behalf and at the expense of the Issuer, to appoint a successor trustee in its place on substantially identical commercial terms, which shall be a reputable institution with the legal capability to perform all services under this Agreement.
- 17.5 The Trustee shall be obliged to inform the new trustee within a reasonable scope about its previous activities undertaken in connection with this Agreement and shall submit all required documents to the new trustee.
- 17.6 The costs incurred due to a change of trustee shall be borne by the Issuer.

18. NOTICES

- 18.1 The entire exchange of information undertaken in accordance with this Agreement shall be in writing, but may also be made by fax or email, unless specified otherwise.
- 18.2 All notices shall be written in English.
- 18.3 All written notices to be given or documents to be submitted under this Agreement shall be sent to the address of the recipient stated in this Clause 18 (Notices) (unless the respective recipient has indicated another address to the respective other Party by observing a notice period of fifteen (15) calendar days) and shall be deemed to be made and transmitted (in the event of a transmission by fax) upon their sending (rebuttable presumption) or (in the event

of a notice sent by mail) upon its arrival at the respective address or (if necessary) three (3) calendar days after being posted in a prepaid envelope on which the recipient's address is written. Any information transmitted by fax or electronic media shall be confirmed by a letter without undue delay (*unverzöglich*) if a relevant request is made, however, the non-transmission or non-receipt of such a letter shall not affect the validity of the original notice.

18.4 Notices to the Issuer

Name: UniCredit Bank AG
 Address: Arabellastraße 12, 81925 Munich, Germany
 Fax: [●]
 Contact: [●]
 Email: [●]

18.5 Notices to the Trustee

Name: [●]
 Address: [●]
 Fax: [●]
 Contact: [●]

19. GENERAL TERMS AND CONDITIONS OF BUSINESS

In connection with this Agreement, the general terms and conditions of business of the Trustee and the Issuer shall not apply.

20. AMENDMENTS

All amendments to this Agreement shall require written form and be consented by the Parties unanimously. The same shall apply accordingly to any amendments to this Clause 20 (*Amendments*) and to any waiver of the written-form requirement set forth in this Clause 20 (*Amendments*).

21. CONFIDENTIALITY

21.1 The information obtained in connection with this Agreement may not be disclosed to third parties, except:

21.1.1 to Security Holders or their advisers and competent regulatory authorities;

21.1.2 in connection with all judicial, administrative or other proceedings in connection with this Agreement the Pledge Agreement or the Notes;

21.1.3 due to an order issued by a competent court;

21.1.4 in accordance with statutory provisions or official requirements, with which the Party concerned must comply or with which it usually complies;

21.1.5 to competent authorities, in particular, competent supervisory authorities or tax authorities; and

- 21.1.6 to auditors or other professional advisers who are bound by a statutory or similar confidentiality obligation.
- 21.2 The restriction stated in Clause 21.1 above shall not apply to:
- 21.2.1 employees, executives or representatives of the Parties, whose area of responsibility overlaps with this Agreement in any manner;
- 21.2.2 information that has become known to the recipient, is or will be available to the public without any breach of this provision being committed; and
- 21.2.3 information that the disclosing Party has obtained outside this Agreement and when obtaining it, was not bound by any confidentiality obligation.
- 21.3 Irrespective of the provisions included in Clauses 21.1 and 21.2 above, the Parties undertake to keep the contents of this Agreement, the details of its implementation as well as all information and data which they have obtained in connection therewith confidential. Any disclosure to third parties shall, except as stipulated above, only be permissible if any Party has a legitimate interest in such a disclosure. In such an event, the scope of the disclosure shall be restricted to the absolutely required minimum. In addition, the Trustee warrants keeping all information obtained in connection with this Agreement confidential in accordance with its general professional duties according to applicable laws and business standards.
- 21.4 This Clause 21 (*Confidentiality*) shall continue to be effective after the termination or expiry of this Agreement and the Pledge Agreement.

22. SEVERABILITY

Notwithstanding the other provisions of this Agreement, the following shall apply: if one or several provisions of this Agreement are or become ineffective, unlawful or unenforceable or if they are incomplete, the effectiveness of the other provisions of this Agreement shall not be affected thereby. Any relevant provision or contractual gap shall be replaced or filled in by the Parties by a provision that comes as close as possible to the relevant commercial objectives pursued.

23. WAIVER AND COMPATIBLE RIGHTS

- 23.1 No delay or omission on the part of either Party hereto in exercising any right, power or remedy under this Agreement shall be construed as a waiver thereof nor shall any single or partial exercise of any right, power or remedy preclude any further exercise thereof or the exercise of any other rights, power or remedy. A waiver by any Party hereto of any breach of any of the terms of this Agreement or the acquiescence of such Party in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such terms or of any subsequent act contrary thereto. No waiver by any Party of any term of this Agreement and no approval by any Party shall be effective unless in writing.

23.2 The claims and rights contained in this Agreement shall be cumulative and shall not preclude claims or rights under statutory law or under other applicable agreements, in particular claims for compensation, unless something different is expressly stipulated.

23.3 Claims for withdrawal, termination or compensation that the Trustee has vis-à-vis the Issuer or another person under this Agreement or on the basis of any law, shall not be subject to the right to request subsequent performance or subsequent repair or any determination of a deadline, unless otherwise stipulated or expressly agreed upon between all Parties.

24. GOVERNING LAW, PLACE OF PERFORMANCE AND JURISDICTION

24.1 This Agreement and any non-contractual obligations arising out of or in connection with it, as well as its interpretation, shall be governed by the law of the Federal Republic of Germany.

24.2 The place of performance shall be Munich, Germany.

24.3 The courts of Munich, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (a "**Dispute**")).

24.4 The Parties agree that the courts of Munich, Germany are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

25. COUNTERPARTS

This Agreement may be signed in one or more counterparts. Each signed copy shall be deemed to be an original.

26. CONCLUSION OF THIS AGREEMENT (*VERTRAGSSCHLUSS*)

The Parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or email.

SCHEDULE 1

WARRANTIES AND FURTHER OBLIGATIONS OF THE ISSUER

PART I

WARRANTIES

The Issuer warrants *vis-à-vis* the Trustee in the form of an independent guarantee undertaking in accordance with Section 311 para. 1 German Civil Code (*Bürgerliches Gesetzbuch*) that:

1. it is a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany;
2. it is authorised and able to issue the Notes, to sign this Agreement and the other Transaction Documents and to assume the obligations connected thereto and that it has authorised its signatories effectively and in the required scope;
3. this Agreement, the Notes and the Pledge Agreement are effective obligations for it; and
4. the Issuer Security has been effectively created.

PART II

FURTHER OBLIGATIONS

The Issuer undertakes towards the Trustee:

General obligations

1. to immediately transmit to the Trustee all information the Issuer transmits to the Security Holders in connection with the Reference Asset, as far as this is permissible in accordance with these documents and the Data Protection Standards;
2. to inform the Trustee without undue delay (*unverzüglich*) if it is obliged, with respect to the Notes, to retain and/or pay any amounts as capital yield tax (*Kapitalertragsteuer*);
3. to inform the Trustee without undue delay (*unverzüglich*) in writing if it becomes aware of an Enforcement Event;
4. to inform the Trustee without undue delay (*unverzüglich*) if it becomes aware of a breach of the provisions of this Agreement or any of the other Transaction Documents;
5. to inform the Trustee without undue delay (*unverzüglich*) if it turns out that any of its warranties under this Agreement was incorrect at the time it was made;
6. provide the Trustee with all information reasonably requested by it for the purpose of fulfilling its obligations under this Agreement or the Pledge Agreement; and
7. to avoid any actions or omissions that may result in the value of the Issuer Security decreasing.

**SECURITY TRUST AGREEMENT
SIGNATURES**

UNICREDIT BANK AG
as Issuer

Name:
Title:

Name:
Title:

[●]
as Trustee

Name:
Title:

Name:
Title:

IX. PLEDGE AGREEMENT

The Pledge Agreement will be substantially in the form as follows:

Pledge Agreement

between

UniCredit Bank AG
Arabellastraße 12
81925 München

– hereinafter referred to as "Pledgor" –

and

[●]
[●]
[●]

– hereinafter referred to as "**Pledgee**" –

(together the "**Parties**").

The Pledgor has opened the following securities account with Clearstream Banking AG, Frankfurt am Main (the "**Collateral Trustee**"):

Account Number: [●]
Code: [●]

(the "**Securities Account**").

It is planned to deposit the following collateral asset in the Securities Account:

Collateral Asset Issuer: [●]
Currency: [●]
Collateral Notional: [●]
Aggregate Collateral Notional: [●]
Final Payment Date: [●]
ISIN: [●]
WKN: [●]

(the "**Collateral Asset**").

The Pledgor intends to issue [●] year Notes due [●] as further specified below (the "**Notes**" and each a "**Note**"). The Pledgee holds the pledge created pursuant to this agreement on trust for the benefit of the purchaser of the Notes as further specified in the security trust agreement entered into between the Pledgee as trustee and the Pledgor dated on or about the date of this agreement (the "**Security Trust Agreement**"). In order to minimize the risks of the purchaser of the Notes in connection with the investment in the Notes, the Pledgor has agreed to pledge its rights in respect of the Collateral Asset deposited in the Securities Account to the Pledgee in accordance with the provisions of this agreement.

The following is agreed:

I. Definitions

Capitalised terms used but not defined in this agreement shall have the meaning given to such term in the terms and conditions of the Notes as attached to this agreement as Annex 2 (Terms and Conditions of the Notes) (the "**Terms and Conditions**").

II. Creation of the Pledge

1. The Pledgor hereby grants for the benefit of the Pledgee a first priority pledge (*erstrangiges Pfandrecht*) pursuant to §§ 1204 et seqq. of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**") in respect of the Collateral Asset credited to or otherwise held in the Securities Account from time to time and all certificates representing such securities, as the case may be, (the "**Pledged Securities**") together with:
 - (a) all ancillary rights relating thereto;

PLEDGE AGREEMENT

- (b) the Pledgor's respective co-ownership interests in the collective safe custody holdings (*Miteigentumsanteile am Girosammelbestand*) in case the certificates are held in collective safe custody (*Girosammelverwahrung*),
- (c) any and all pecuniary rights (*vermögenswerte Rechte*) resulting from any of the Pledged Securities, in accordance with Sections 1274, 413 and 398 BGB; and
- (d) all present and future securities entries (*Wertpapiergutschriften*) or other entries (*Gutschriften*) made from time to time on the Securities Account in relation to the Pledged Securities, including any interest receivable in respect of the securities entries on the Securities Account in relation to the Pledged Securities, each payment claim against the Collateral Trustee which arises due to, or in connection with, a securities entry on the Securities Account in relation to the Pledged Securities, and any other ancillary right or claim of the Pledgor arising in relation to the Pledged Securities,

(each a "**Pledge**" and together the "**Pledges**").

2. The Pledgor hereby transfers possession of the Pledged Securities to the Pledgee by assigning its rights pursuant to Sections 870, 871 BGB and any present and future rights to demand delivery and possession (*Abtretung der Herausgabeansprüche*) of the Pledged Securities from the Collateral Trustee and/or from a relevant securities clearing and deposit bank (*Wertpapiersammelbank*), including, but not limited to, its rights pursuant to Sections 7 and 8 of the German Securities Deposit Act (*Depotgesetz*) and its rights to demand delivery and possession of all certificates representing any Pledged Securities held by the Collateral Trustee on behalf of the Pledgor pursuant to Section 695 BGB against the Collateral Trustee (the "**Assignment**").
3. The Pledges and the Assignment shall extend automatically to any newly purchased financial instruments replacing or supplementing any of the Pledged Securities and to the proceeds of any sale thereof, which shall forthwith be credited to, or, to the extent such financial instruments will not be held in collective safe custody (*Girosammelverwahrung*), deposited with and held in, the Securities Account, including but not limited to, the Substitute Assets (as defined in the Terms and Conditions), without the Pledgor taking direct possession (*unmittelbarer Besitz*) of them at any time. The Pledgor shall be obliged to notify the Pledgee of any such newly purchased financial instrument replacing or supplementing any of the Pledged Securities.
4. The Pledgee herewith accepts the Pledges.
5. The Pledges shall become effective as of the later of (i) the Issue Date and (ii) the date on which the registration of the Collateral Asset in the Securities Account is completed.
6. The Pledgee shall administer and enforce the Pledges in accordance with and subject to the terms of this agreement and the Security Trust Agreement.

III. Purpose

The Pledges shall serve to secure any and all present, future and contingent claims of the Beneficiaries as defined and further specified in the Security Trust Agreement and in relation to the following Notes including their relevant Terms and Conditions:

Issuer: [●]
 ISIN: [●]
 Currency: [●]
 Principal Amount: [●]
 Aggregate Principal Amount: [●]

IV. Notification of the Pledge

The Pledgor shall (and the Pledgee shall be authorised to do so on its behalf) notify the Collateral Trustee of the creation of the Pledges by using the form attached to this agreement as Annex 1 (Notice of Pledge) within five (5) Banking Days following the date of this agreement.

V. Rights of the Pledgor

Until the enforcement of the Pledges in accordance with the provisions of this agreement and the Security Trust Agreement, the Pledgor shall only be entitled to dispose of the Pledged Securities (including, but not limited to, any transfer or sale of the Pledged Securities, by way of an auction or otherwise), receive and keep any principal and/or income payment under the Pledged Securities and to exercise, or to direct the Collateral Trustee (as the case may be) to exercise, all other rights and powers associated with the Pledged Securities, including but not limited to, any voting rights attached to the Pledged Securities together with the Pledgee.

VI. Enforcement of the Pledge

1. The Pledgee shall be entitled to revoke the rights of the Pledgor in accordance with the provisions of the Security Trust Agreement upon the occurrence of any of the following enforcement events (each an "**Enforcement Event**"):
 - (a) a failure by the issuer of the Notes to make any payments, delivery or settlement under the Notes as and when due in accordance with the Terms and Conditions and such failure persists for more than five (5) Banking Days, unless such failure is caused by an error or omission of an administrative or operational nature and the Pledgor can evidence reasonably satisfactory to the Pledgee that it was caused by an error or omission of an administrative or operational nature; or
 - (b) the Pledgor becomes insolvent.
2. In order to enforce the Pledges, the Pledgee shall notify the Pledgor and the Collateral Trustee of the occurrence of an Enforcement Event by sending a blocking notice (the "**Blocking Notice**").
3. Upon the date of the confirmed Blocking Notice (the "**Pledge Enforcement Date**"), the Collateral Trustee shall cease to follow the joint instructions of the Pledgor and Pledgee and

shall instead follow the instructions of the Pledgee, i.e. all rights attached to the Pledged Securities are transferred to the Pledgee (the "**Pledge Enforcement**"). Thereafter, the Pledgee may instruct the Collateral Trustee within seven (7) Banking Days to transfer the Pledged Securities to any account to be designated by the Pledgee.

4. On the date on which the Pledgee has received the Pledged Securities in its own account, which shall be not later than ten (10) Banking Days after the Pledge Enforcement Date, all obligations of the Pledgor under the Notes shall be regarded as satisfied and the Notes shall be regarded as redeemed in full and shall cease to exist.

VII. Termination of the Pledges / Release of the Collateral Asset

1. Upon redemption of the Notes in full or otherwise in accordance with the Terms and Conditions, the Pledges shall be terminated and their release shall be confirmed by the Trustee by notice to the Pledgor in accordance with Clause 15 of the Security Trust Agreement.
2. For the avoidance of doubt, upon receipt by the Pledgee of the Redemption Amount, the Acceleration Redemption Amount or the Settlement Amount (as applicable and each as defined in the Terms and Conditions) the Pledges will cease to exist due to their accessory nature (Akzessorietät).

VIII. Severability

In the event that any provision hereof is legally ineffective or unenforceable, the validity of the other provisions hereof shall not be affected thereby.

IX. Governing Law, Place of Jurisdiction

This agreement shall be governed by and construed in accordance with German Law. Place of jurisdiction is Munich, Germany.

Munich, Date

UniCredit Bank AG

UniCredit Bank AG

[•], Date

[•]

[•]

Annex 1**Notice of Pledge**

[Letterhead of Pledgor]

From: [Pledgor]

To: [Collateral Trustee]

Date: [●]

Our Securities Account No. [●] Code: [●] (the "Securities Account")

Our Securities issued by

Dear Sirs:

We hereby give you notice that by a pledge agreement dated [●] (the "**Pledge Agreement**") we have pledged in favour of [*insert name of Pledgee*] (the "**Pledgee**") the Collateral Asset credited to or otherwise held in the Securities Account and all certificates representing such securities (the "**Pledged Securities**") and, as the case may be, any and all (present and future, actual and contingent) claims which we have against you to grant repossession of the Pledged Securities to us (Herausgabeansprüche) and all corresponding claims in relation to the Collateral Asset, including without limitation, all present and future securities entries (*Wertpapiergutschriften*) or other entries (*Gutschriften*) made from time to time on the Securities Account in relation to the Pledged Securities. A copy of the Pledge Agreement is attached hereto.

The Pledged Securities are meant to secure the obligations which from time to time are or become owing by us to the Beneficiaries (as defined and further specified in the Security Trust Agreement, itself defined in the Pledge Agreement) in respect of the Notes (as defined in the Pledge Agreement). Until receipt of a Blocking Notice (as defined in the Pledge Agreement) from the Pledgee, any dispositions of the Pledged Securities (including, but not limited to, any transfer or sale of the Pledged Securities, by way of an auction or otherwise), receipt and/or retention of payments under the Pledged Securities and the exercise of rights and powers associated with the Pledged Securities require the joint consent of us, the Pledgor, and the Pledgee. After receipt of a Blocking Notice you may act on the sole instructions of the Pledgee.

Please acknowledge receipt of this notice and your agreement with the terms hereof by signing the enclosed copy and returning the same to the Pledgee, with a copy to us.

Sincerely yours

[Pledgor]

Annex: Copy of Pledge Agreement

Annex 2**Terms and Conditions of the Notes**

X. DESCRIPTION OF THE ISSUER**A. General description**

The following information regarding the Issuer is hereby incorporated by reference into this Base Prospectus:

- (i) The description of the Issuer included in the Registration Document of UniCredit Bank AG dated 21 October 2019, except for the information set out under the heading "2. Ratings" on page 11 of the Registration Document and the documents mentioned below on page 195,
- (iii) the audited consolidated financial statements, comprising the consolidated income statement, the consolidated balance sheet, statement of changes in consolidated shareholders' equity, the statement of cash flows and the notes to the consolidated financial statements, the declaration by the management board and the auditors' report of HVB Group as of 31 December 2018 contained in the Annual Report HVB Group 2018,
- (iv) the audited unconsolidated financial statements, comprising the income statement of UniCredit Bank AG, the balance sheet of UniCredit Bank AG and the notes to the unconsolidated financial statements, the declaration by the management board and the auditors' report as of 31 December 2018, contained in the Annual Report UniCredit Bank AG (HVB) 2018,
- (iii) the audited consolidated financial statements, comprising the consolidated income statement, the consolidated balance sheet, statement of changes in consolidated shareholders' equity, the statement of cash flows and the notes to the consolidated financial statements, the declaration by the management board and the auditors' report of HVB Group as of 31 December 2019 contained in the Annual Report HVB Group 2019, and
- (iv) the audited unconsolidated financial statements, comprising the income statement of UniCredit Bank AG, the balance sheet of UniCredit Bank AG and the notes to the unconsolidated financial statements, the declaration by the management board and the auditors' report as of 31 December 2019, contained in the Annual Report UniCredit Bank AG (HVB) 2019.

A list setting out the information incorporated by reference is provided on page 210 et seq.

DESCRIPTION OF THE ISSUER

The following documents mentioned in the Registration Document are either not relevant for investors or covered elsewhere in the Base Prospectus:

- (i) the audited consolidated financial statements, comprising the consolidated income statement, the consolidated balance sheet, the statement of changes in consolidated shareholders' equity, the consolidated cash flow statement, the notes to the consolidated financial statements, the declaration by the management board and the independent auditors' report of HVB Group as of 31 December 2017, contained in the Annual Report HVB Group 2017,
- (ii) the audited unconsolidated financial statements, comprising the income statement, the balance sheet, the notes, the declaration by the management board and the independent auditors' report of HVB Group as of 31 December 2017, contained in the Annual Report HVB Group 2017,
- (iii) the unaudited Consolidated Results of HVB Group as of 30 June 2019, comprising the financial highlights, the consolidated income statement, the consolidated balance sheet, the statement of changes in shareholders' equity, the consolidated cash flow statement (abridged version) and the consolidated accounts (selected notes) and the declaration by the management board. The Consolidated Results of HVB Group as of 30 June 2019 have not been reviewed or audited and therefore no audit or review report has been issued thereon.

B. Information about the Issuer

The date of incorporation of UniCredit Bank AG was 8 May 1869 as Bayerische Vereinsbank AG.

C. Information on the Issuer's share capital

The share capital of the Issuer amounts to EUR 2,407,151,016.00 and is divided into ordinary bearer shares, broken down into 802,383,672 individual share certificates. The shares of the Issuer are fully paid-up and UniCredit S.p.A. holds directly 100 per cent. of the Issuer's share capital.

D. Ratings of the Issuer

UniCredit Bank AG is rated by Fitch Ratings Limited ("Fitch"), Moody's Deutschland GmbH ("Moody's") and S&P Global Ratings Europe Limited ("S&P"), which are established in the European Economic Area or have relevant subsidiaries which are established in the European Economic Area and have been registered in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended and are included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>:

Rating Agency	Long-term issuer ratings	Short-term issuer ratings	Outlook
Moody's	A2 ⁷	P-1 ⁸	negative ⁹
S&P	BBB+ ¹⁰	A-2 ¹¹	negative ¹²
Fitch	BBB+ ¹³	F2 ¹⁴	negative ¹⁵

E. Expected financing of the Issuer's activities

The Issuer finances its activities using the usual sources of funding, in particular, the issuances of debt securities and deposits from banks and customers.

F. Significant changes in the financial performance of HVB Group

There has been no significant change in the financial performance of the HVB Group since 30 June 2019.

G. Significant changes in the Issuer's financial position and trend information

The performance of HVB Group will depend on the future development on the financial markets, and the real economy in 2019 as well as other remaining imponderables. In this environment, HVB Group will continuously adapt its business strategy to reflect changes in market conditions and carefully review the management signals derived from this on a regular basis.

There has been (i) no significant change in the financial position of the HVB Group which has occurred since 30 June 2019, and (ii) no material adverse change in the prospects of the HVB Group since 31 December 2018, the date of its last published audited financial statements.

⁷ Moody's defines "A" as follows: "Obligations rated A are considered upper-medium-grade and are subject to low credit risk. Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa through Caa. The modifier "1" indicates that the obligation ranks in the higher end of its generic rating category; the modifier "2" indicates a mid-range ranking; and the modifier "3" indicates a ranking in the lower end of that generic rating category."

⁸ Moody's defines "P-1" as follows: "Issuers (or supporting institutions) rated Prime-1 have a superior ability to repay short-term debt obligations."

⁹ A "negative" outlook from Moody's indicates a higher likelihood of rating change over the medium term.

¹⁰ S&P defines "BBB" as follows: An obligor rated "BBB" has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments. Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

¹¹ S&P defines "A-2" as follows: An obligor rated "A-2" has satisfactory capacity to meet its financial commitments. However, it is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in the highest rating category.

¹² A "negative" outlook from S&P means that a rating may be lowered.

¹³ Fitch defines "BBB" as follows: "BBB" ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.

¹⁴ Fitch defines "F2" as follows: Good intrinsic capacity for timely payment of financial commitments.

¹⁵ A negative rating outlook from Fitch signals a negative trend on the rating scale.

XI. FORM OF FINAL TERMS**Final Terms**

dated [●]

UniCredit Bank AG

Legal Entity Identifier (LEI): 2ZCNRR8UK83OBTEK2170

[Public offer of]

[Increase of the issue volume of]

[Admission to trading of]

Issue of [Insert title of the Securities]

(the "**Securities**")

under the

Base Prospectus

for the issuance of Bond Linked Equity Securities

under the Euro 50,000,000,000 Debt Issuance Programme**of UniCredit Bank AG****dated 8 April 2020**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 8 para. 4 of the Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). In order to get the full information the Final Terms are to be read together with the information contained in the base prospectus of UniCredit Bank AG (the "**Issuer**") for the issuance of Bond Linked Equity Securities dated 8 April 2020 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [●] pursuant to Article 23 of the PR (the "**Supplement[s]**")].*

The Base Prospectus, any Supplements and these Final Terms will be published [at UniCredit Bank AG, Arabellastraße 12, 81295 Munich, Germany] [and] on [<https://www.onemarkets.bg/en.html>] [●] (for investors in Bulgaria), [<https://www.onemarkets.hr/en.html>] [●] (for investors in Croatia), [<https://www.onemarkets.cz/en.html>] [●] (for investors in Czech Republic), [<https://www.onemarkets.hu/en.html>] [●] (for investors in Hungary), [<https://www.onemarkets.de/basisprospekte>] [●] (for investors in Luxembourg), [<http://www.onemarkets.pl>] [●] (for investors in Poland) and on [<https://www.onemarkets.sk/en.html>] [●] (for investors in Slovak Republic). The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 12 of the General Conditions.

In addition, the Base Prospectus, any Supplements and the respective Final Terms will be automatically published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

[The validity of the above mentioned Base Prospectus dated 8 April 2020, under which the Notes described in these Final Terms are issued, ends on 8 April 2021. From this point in time, these Final Terms are to be read together with the latest base prospectus of UniCredit Bank AG for the issuance of Bond Linked Equity Securities (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these notes have initially been issued) which follows the Base Prospectus dated 8 April 2020. The latest base prospectus of UniCredit Bank AG for the issuance of Bond Linked Equity Securities will be published on www.onemarkets.de/basisprospekte [and on [●].]¹⁶]

Terms expressed in capital letters and not defined otherwise in these Final Terms shall have the meaning given to them in the applicable Conditions.

[The CSSF, at the request of the Issuer, has provided an electronic copy of this Base Prospectus and a certificate of its approval to the competent authorities in the following countries pursuant to Article 25 PR (Notification): [Bulgaria] [Croatia] [Czech Republic] [Hungary] [Poland] [Slovak Republic].]

[An issue specific summary is annexed to these Final Terms.]¹⁷

SECTION A – GENERAL INFORMATION:

Issue Date:

[Insert issue date]

[The issue date for each Security is specified in § 1 of the Product and Reference Asset Data.]

Issue Price:

[Insert issue price]

[The issue price per Security will be determined by the issuer on [Insert] on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, proceed expectations and lending fees). The issue price and the on-going offer price of the Securities will be published [on the websites of the stock exchanges where the Securities will be traded] [on [Insert website][www.bourse.lu]] after its specification. The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.]

Selling concession:

[Not applicable] [An upfront fee in the amount of [Insert] is included in the Issue Price.]

[Insert details]

Other commissions:

¹⁶ Not applicable in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

¹⁷ No issuance-specific summary is required in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

[Not applicable][Insert details]

Issue Volume

The issue volume of [the][each] Series [offered][issued] under and described in these Final Terms is specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

The issue volume of [the][each] Tranche [offered][issued] under and described in these Final Terms is specified in § 1 of the Product Data, Reference Asset Data and Underlying Data.

Product Type:

[Bond Linked Equity Securities] [(Product Type 1)]

[All Time High Bond Linked Equity Securities] [(Product Type 2)]

[Win-Win Bond Linked Equity Securities] [(Product Type 3)]

Admission to trading and listing:

[If an application of admission to trading of the Securities has been or will be made, the following applies:

Application [has been][will be] made [to the] [Luxembourg Stock Exchange] [*Insert relevant regulated or other equivalent market(s)*] for the Securities to be listed on the [official list of the Luxembourg Stock Exchange (the "**Official List**") [Insert relevant regulated or other equivalent market(s)] [within [*Insert period of time*] from the Issue Date] [with effect from [*Insert expected date*]].

Application [has been][will be] made [to the] [Luxembourg Stock Exchange] [*Insert relevant regulated or other equivalent market(s)*] for the Securities to be admitted to trading on the [Luxembourg Stock Exchange's regulated market] [*Insert relevant regulated or other equivalent market(s)*] [within [*Insert period of time*] from the Issue Date] [with effect from [*Insert expected date*]].]

[If the Securities are already admitted to trading, the following applies:

The Securities are already admitted to trading on the following regulated or other equivalent markets: [*Insert relevant regulated or other equivalent market(s)*]

[In the case of Securities that are listed with [*Insert relevant regulated or other equivalent market(s)*]: The [*Insert name of the Market Maker*] (also the "**Market Maker**") undertakes to provide liquidity through bid and offer quotes in accordance with the market making rules of [*Insert relevant regulated or other equivalent market(s)*], where the Securities are expected to be listed. The obligations of the Market Maker are regulated by the rules of the markets organized and managed by [*Insert relevant regulated or other equivalent market(s)*], and the relevant instructions to such rules. [Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than [•] %.]

[If securities of the same class of the Securities admitted to trading are already admitted to trading on a regulated or equivalent market, the following applies:

To the knowledge of the Issuer, securities of the same class of the Securities to be offered or admitted to trading are already admitted to trading on the following markets: *[Insert relevant regulated or other equivalent market(s)].*

[Not applicable. No application for the Securities to be admitted to trading on a regulated or equivalent market has been made and no such application is intended.]

[Application to listing [will be] [has been] made as of [Insert expected date] on the following markets: *[Insert relevant market(s)].*]

[The Securities are already traded on the following markets: *[Insert relevant market(s)].*]

Name of and address of intermediaries in secondary trading:

[In the case of Securities that are listed with [Insert relevant market(s)]: The *[Insert name of the Market Maker]* (also the "**Market Maker**") undertakes to provide liquidity through bid and ask quotes in accordance with the market making rules of *[Insert relevant market(s)]*, where the Securities are expected to be listed. The obligations of the Market Maker are regulated by the rules of the markets organized and managed by *[Insert relevant market(s)]*, and the relevant instructions to such rules. [Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and ask quotes not higher than [•] %.]

[Not applicable. The issuer has not appointed a Market Maker for the Securities for the purposes of providing liquidity in the Securities.]

[Insert in case of Securities with a denomination of at least EUR 100.000 or if otherwise applicable: Estimated total expenses [and net amount] related to the admission to trading :

The estimated total expenses are *[insert]* [and the estimated net amount of the proceeds are *[insert]*.]

Payment and delivery:

[If the Securities will be delivered against payment, the following applies: Delivery against payment.]

[If the Securities will be delivered free of payment, the following applies: Delivery free of payment.]

[Insert other method of payment and delivery]

Terms and conditions of the offer:

[Day of the first public offer: *[Insert the day of the first public offer]*.]

[The Securities are [initially] offered during a Subscription Period[, and continuously offered thereafter]. Subscription Period: [*Insert start date of the subscription period*] to [*Insert end date of the subscription period*].]

[A public offer will be made in [Bulgaria] [Croatia] [Czech Republic] [Hungary] [Luxembourg] [Poland] [Slovak Republic].]

[The smallest transferable unit is [Insert].]

[The smallest tradable unit is [Insert].]

The Securities will be offered to [retail investors] [qualified investors][,] [and/or] [institutional investors] [by way of [a private placement][a public offering]] [by financial intermediaries].

[The offer will be made simultaneously in the markets of [Insert number] countries and [*Insert tranche*] [has been][is being] reserved for [*Insert relevant market(s)*].]

[As of the day of the first public offer the Securities described in the Final Terms will be offered on a continuous basis up to its maximum issue size. [The number of offered Securities may be reduced or increased by the Issuer at any time and does not allow any conclusion on the size of actually issued Securities and therefore on the liquidity of a potential secondary market.]]

[The continuous offer will be made on current ask prices provided by the Issuer.]

[The public offer may be terminated by the Issuer at any time without giving any reason.]

[No public offer occurs.]

[Manner and date in which results of the offer are to be made public: [Not applicable][*Insert details*].]

Issue Price of the Securities, costs:

Issue Price of the Securities, pricing:

Issue Price: [*Insert issue price*]

[[For all Securities subscribed within the Subscription Period and allocated after the end date of the Subscription Period, the] [The] issue price per Security is specified in § 1 of the Product and Underlying Data.]

[The issue price per Security will be determined by the Issuer [*Insert*] [on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees)] [Insert other method for pricing].]

[The continuous offer will be made on current ask prices provided by the Issuer.]

[The issue price [and the on-going offer price] of the Securities will be published [on the websites of the stock exchanges where the Securities will be traded] [on [*Insert website and, if applicable, heading*]] after its specification. The Issuer may replace these website(s) by any

successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.]

[[For all Securities subscribed within the Subscription Period and allocated after the end date of the Subscription Period, the] [The] issue price per Security is specified in § 1 of the Product and Underlying Data.]

[The issue price per Security will be determined by the Issuer [*Insert*] [on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees)] [Insert other method for pricing].]

[The continuous offer will be made on current ask prices provided by the Issuer.]

[The issue price [and the on-going offer price] of the Securities will be published [on the websites of the stock exchanges where the Securities will be traded] [on [Insert website and, if applicable, heading]] after its specification. The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.]

Selling concession:

[Not applicable] [An upfront fee in the amount of [*Insert*] is included in the Issue Price.]

Other commissions, costs and expenses:

[Not applicable][*Insert details regarding other commissions, costs and expenses (for example costs of third parties).*] [The product specific initial costs contained in the issue price amount to [approx.] [*Insert details*].] [The Product Specific Initial Costs contained in the Issue Price [for each Series of Securities] are specified in § 1 of the Product and Underlying Data.] [The Inducements contained in the Issue Price amount [up] to: [*Insert details*].] [The Inducements contained in the Issue Price [for each Series of Securities] are specified in § 1 of the Product and Underlying Data].

Consent to the use of the Base Prospectus:

[In the case of a general consent, the following applies:

The Issuer consents to the use of the Base Prospectus by all financial intermediaries (so-called general consent).

Such consent to use the Base Prospectus is given [for the following offer period of the Securities: [*Insert offer period for which the consent is given*]] [during the period of the validity of the Base Prospectus]. General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to [Bulgaria] [Croatia] [Czech Republic] [Hungary] [Luxembourg] [Poland] [Slovak Republic].]

[In the case of an individual consent the following applies:

The Issuer consents to the use of the Base Prospectus by the following financial intermediaries (so-called individual consent):

[Insert name(s) and address(es)].

Such consent to use the Base Prospectus is given for the following period: *[Insert period]*.

Individual consent for the subsequent resale or final placement of the Securities by the financial intermediar[y][ies] is given in relation to *[Bulgaria] [Croatia] [Czech Republic] [Hungary] [Luxembourg] [Poland] [Slovak Republic]* to *[Insert name[s] and address[es]] [Insert details].*

[The Issuer's consent to the use of the Base Prospectus is subject to the condition that each financial intermediary complies with the applicable selling restrictions and the terms and conditions of the offer.]

[Moreover, the Issuer's consent to the use of the Base Prospectus is subject to the condition that the financial intermediary using the Base Prospectus commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.]

[Not applicable. No consent is given.]

Additional Information:

[Insert examples relating to the securities to explain how the value of the investment is affected by the value of the underlying and the nature of those securities]¹⁸

[Additional provisions which relate to the underlying]¹⁹

[Insert additional information / source where information on the Underlying can be obtained, including source(s) of information by third parties and whether or not it can be obtained free of charge]

[Not applicable.]

SECTION B – CONDITIONS

Part A – General Conditions of the Securities

Global Note, Agents, Custody

Types of the Securities	<i>[notes]</i>
	<i>[certificates]</i>
Form	Global Note

¹⁸ Exclusively applicable for information pursuant Item 1 of the Annex 28 of the Commission Delegated Regulation (EU) 2019/980.

¹⁹ Exclusively applicable for information pursuant Item 2 of the Annex 28 of the Commission Delegated Regulation (EU) 2019/980.

Principal Paying Agent	[UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Federal Republic of Germany] [Citibank, N.A., London Branch, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom] <i>[Insert name and address of other paying agent]</i>
Calculation Agent	[UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Federal Republic of Germany] <i>[Insert name and address of other Calculation Agent]</i>
Custody	[Clearstream Banking AG, Frankfurt am Main (CBF)] [Clearstream Banking société anonyme, Luxembourg (CBL) and Euroclear Bank SA/NV (Euroclear Bank)] <i>[Insert name and address of other Clearing System]</i>

Part B – Product Data, Reference Asset Data and Underlying Data

[Insert "Product Data, Reference Asset Data and Underlying Data" (including relevant options contained therein and the identification of the Reference Entity) and complete relevant placeholders". These information include for example the Series and Tranche Number, the Specified Currency, the Maturity Date as well as all other definitions provided in this section under "VII. CONDITIONS OF THE SECURITIES - PART B – PRODUCT REFERENCE ASSET DATA AND UNDERLYING DATA"]

Part C - Special Conditions of the Securities

[Insert the "Special Terms and Conditions of the Securities" (including relevant options contained therein) and complete relevant placeholders set out under "VII. CONDITIONS OF THE SECURITIES - PART C – SPECIAL CONDITIONS OF THE SECURITIES"]

UniCredit Bank AG

[ANNEX I

[Attach loan, respectively assignable loan agreement hereto.]

[ANNEX II

ISSUE SPECIFIC SUMMARY

*[Insert issue specific summary]]*²⁰

²⁰ No issuance-specific summary is required in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

XII. TAX WARNING

The Issuer assumes no responsibility for deducting any withholding taxes. The taxation of income from the Securities is subject to the tax laws in the Federal Republic of Germany, where the Issuer has its registered seat. In addition, the taxation of the Securities may be subject to the tax laws of Bulgaria, Croatia, the Czech Republic, Hungary, Luxembourg, Poland, the Slovak Republic to the extent investors in the Securities are subject to such laws.

The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the securities.

U.S. Withholding Tax

Payments under index-linked Securities and equity-linked Securities may be subject to U.S. withholding tax.

U.S. tax rules stipulate that for certain financial instruments (such as for the Securities) a withholding tax (of up to 30% depending on the application of income tax treaties) may be imposed if the payment (or deemed payment) on the financial instruments is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States.

This tax liability may apply even if pursuant to the terms and conditions of the Securities no actual dividend-related amount is paid or a dividend-related adjustment is made and thus investors can only determine with difficulty or not at all any connection to the payments to be made in respect of the Securities.

The Issuer or the custodian of the Security Holder is entitled to deduct from payments made under the Securities any withholding tax accrued in relation to payments made under the Securities.

Furthermore, the Issuer is entitled to take any tax liability pursuant to section 871(m) of the IRC into account in original and continuous pricing of the Securities and to comply with the withholding obligation using provisions that have to be made accordingly. Moreover, a 30% tax rate is generally applied, also when taking account of the tax liability in continuously adjusting amounts, due to the necessity of using a uniform rate for all investors in all cases mentioned. A double taxation may occur in relation to payments made under the Securities in that payments on the Securities may be subject to both U.S. tax and local tax, with no tax credit for the U.S. tax.

If U.S. dividend equivalent taxes are withheld, neither the Issuer nor any paying agent, the custodian of the Security Holder or any other person would be obliged to pay additional amounts to the Security Holders as a result of the deduction or withholding.

XIII. GENERAL INFORMATION

A. Selling Restrictions

1. General

No action has been or will be taken in any jurisdiction by the Issuer that would permit a public offering of the Securities, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required other than the approval of the Base Prospectus by the CSSF and a notification to the countries set forth in the Final Terms under "Terms and conditions of the offer". No offers, sales or deliveries of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer other than the approval and notification(s) mentioned above.

2. European Economic Area

In relation to each member state of the European Economic Area (each a "**Member State**"), the Securities may not be offered to the public in that relevant Member State, except that an offer of the Securities to the public may be made in that Member State:

- (a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made in that Member State in accordance with the Prospectus Regulation (as defined below) and the conditions of the offer applicable to the offer of the Securities set out in the Base Prospectus or in the relevant Final Terms, as the case may be, in the period beginning and ending on the dates specified in such Final Terms, provided that the Issuer has consented in writing to the use of the Base Prospectus for the purpose of such offer;
- (b) at any time if it is addressed solely to qualified investors as defined in the Prospectus Regulation (the "**Qualified Investors**");
- (c) at any time if it is addressed to fewer than 150 natural or legal persons (other than Qualified Investors) per Member State, subject to obtaining the prior consent of the Issuer or the relevant person or entity placing or offering the Securities nominated by the Issuer for any such offer; and/or
- (d) at any time in any other circumstances falling within Article 1 (4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement the Base Prospectus at least one banking day prior to the respective offer.

For the purposes of this provision, the expression an "offer of Securities to the public" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

The expression "**Prospectus Regulation**" means the Regulation (EU) 2017/1129.

3. United States of America

- (a) The Securities have not been and will not be registered under the Securities Act of 1933, as amended ("**Securities Act**"), and, except as provided in the applicable Final Terms with respect to Securities with a maturity on the issue date of one year or less, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to another exemption from, or in a transaction otherwise not subject to, the registration requirements of the Securities Act.
- (b) Any person when purchasing the Securities agrees with the Issuer and, if different, the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, any Securities so purchased in the United States or to, or for the account or benefit of, any U.S. person, (ii) it is not purchasing any Securities for the account or benefit of any U.S. person and (iii) it will not make offers, sales, re-sales or deliveries of any Securities (otherwise acquired), directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person.

Terms used above have the meanings given to them by Regulation S.

B. Availability of Documents

Copies of the following documents will be available for collection in the English language, free of charge, at the offices of the Issuer and of BNP Paribas Securities Services, Luxembourg Branch in its capacity as listing agent for the Securities during usual business hours on any weekday (except Saturdays and public holidays):

- (1) the articles of association of the Issuer²¹,
- (2) the consolidated annual reports in respect of the fiscal years ended 31 December 2017 and 2018 of the Issuer²²,
- (3) the unconsolidated annual financial statements of the Issuer in respect of the fiscal year ended 31 December 2018 prepared in accordance with the German Commercial Code (*Handelsgesetzbuch*)²⁰,
- (4) the unaudited consolidated results of HVB Group as of 30 June 2019²⁰,
- (5) the forms of the Global Notes,
- (6) the Final Terms and

²¹ The document may be inspected on the following website: <https://www.hypovereinsbank.de/hvb/ueber-uns/investor-relations-en/corporate-governance-en>.

²² The document may be inspected on the following website: <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>.

(7) the Agency Agreement, as amended and restated.

For the validity of this Base Prospectus, all documents whose information has been incorporated by reference in this Base Prospectus will be available for collection in the English language, free of charge, at the offices of UniCredit Bank AG (Arabellastraße 12, 81925 Munich).

The Base Prospectus together with its documents incorporated by reference will also be available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

C. Information incorporated by reference in this Base Prospectus

The following information of the English language versions of the documents set out below shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus.

(1) Registration Document of UniCredit Bank AG, dated 21 October 2019¹⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
Risk Factors	p. 4 to 10	p. 9
Statutory Auditors	p. 10	p. 194
UniCredit Bank AG		
- Information about HVB, the parent company of HVB Group	p. 11	p. 194
- except for the information set out under the heading "2. Ratings"	p.11	p. 194
- Programme Transform 2019	p. 11	p. 194
Business Overview		
- Principal Activities	p. 11 to 12	p. 194
- Business segments of HVB Group	p. 12 to 14	p. 194
- Principal Markets	p. 14	p. 194
Management and Supervisory Bodies	p. 14 to 16	p. 194
Major Shareholders	p. 16	p. 194
Legal and Arbitration Proceedings	p. 16 to 19	p. 194

GENERAL INFORMATION

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
Documents on Display	p. 19	p. 194
Proceedings Related to Actions by the Regulatory Authorities	p. 19	p. 194

This document can be found here: [Registration Document of UniCredit Bank AG](#)

(2) Audited financial statements of HVB Group for the fiscal year ended 31 December 2019 (Annual Report HVB Group 2019)²⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Consolidated Income Statement	p. 88 to 89	p. 194
- Consolidated Balance Sheet	p. 90 to 91	p. 194
- Statement of Changes in Shareholders' Equity	p. 92 to 93	p. 194
- Consolidated Cash Flow Statement	p. 94	p. 194
- Notes	p. 95 to 254	p. 194
- Declaration by the Management Board	p. 255	p. 194
- Auditors' Report	p. 256 to 261	p. 194

This document can be found here: [Annual Report HVB Group 2019](#)

(3) **Audited financial statements of HVB Group for the fiscal year ended 31 December 2018 (Annual Report HVB Group 2018)²⁾**

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Consolidated Income Statement	p. 96 to 97	p. 194
- Consolidated Balance Sheet	p. 98 to 99	p. 194
- Statement of Changes in Consolidated Shareholders' Equity	p. 100 to 102	p. 194
- Consolidated Cash Flow Statement	p. 103	p. 194
- Notes	p. 104 to 276	p. 194
- Declaration by the Management Board	p. 277	p. 194
- Auditors' Report	p. 278 to 283	p. 194

This document can be found here: [Annual Report HVB Group 2018](#)

(4) **Audited unconsolidated financial statements (*Jahresabschluss*) of UniCredit Bank AG for the fiscal year ended 31 December 2019 (Annual Report UniCredit Bank AG (HVB) 2019)²⁾**

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Income Statement of UniCredit Bank AG	p. 78 to 79	p. 194
- Balance Sheet of UniCredit Bank AG	p. 80 to 85	p. 194
- Notes	p. 86 to 143	p. 194
- Declaration by the Management Board	144	p. 194

- Auditors' Report	p. 145 to 150	p. 194
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This document can be found here: [Annual Report UniCredit Bank AG \(HVB\) 2019](#)

(5) Audited unconsolidated financial statements (*Jahresabschluss*) of UniCredit Bank AG for the fiscal year ended 31 December 2018 (Annual Report UniCredit Bank AG (HVB) 2018)²⁾

Section:	Pages of the document where the information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Income Statement of UniCredit Bank AG	p. 88 to 89	p. 194
- Balance Sheet of UniCredit Bank AG	p. 90 to 95	p. 194
- Notes	p. 96 to 153	p. 194
- Declaration by the Management Board	154	p. 194
- Auditors' Report	p. 155 to 160	p. 194

This document can be found here: [Annual Report UniCredit Bank AG \(HVB\) 2018](#)

¹⁾ The document has been approved by BaFin and published on https://www.onemarkets.de/content/dam/onemarkets-relaunch/PDF/Registrierungsdokumente/UCB_RD_2019_EN.PDF. The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation.

²⁾ The document has been published on the following website of the Issuer: <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>. The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(e) of the Prospectus Regulation. The non-incorporated parts of the aforementioned documents are either not relevant for potential investors or are covered elsewhere in this Base Prospectus.

NAMES AND ADDRESSES

ISSUER

UniCredit Bank AG
Arabellastraße 12
81925 Munich
Germany

CALCULATION AGENT

UniCredit Bank AG
Arabellastraße 12
81925 Munich
Germany

PRINCIPAL PAYING AGENT

UniCredit Bank AG
Arabellastraße 12
81925 Munich
Germany

or

Citibank, N.A.
London branch
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

LUXEMBOURG LISTING AGENT

BNP Paribas Securities Services
Luxembourg Branch
60, Avenue J.-F. Kennedy
L-2085 Luxembourg
Luxembourg

ISSUER'S AUDITOR

Deloitte GmbH
Wirtschaftsprüfungsgesellschaft
Rosenheimer Platz 4
81669 München
Germany