

This document constitutes a base prospectus (the "**Base Prospectus**") for the purpose of Art. 5 (4) of the Directive 2003/71/EC, as amended, (the "**Prospectus Directive**") in connection with the Commission Regulation (EC) No 809/2004, as amended, relating to Reference Asset Linked and 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

Reference Asset Linked Securities

and

Bond Linked Equity Securities

under the Euro 50,000,000,000 Debt Issuance Programme

29 March 2019

In accordance with the Luxembourg law relating to securities prospectuses dated 10 July 2005 as amended (*loi relative aux prospectus pour valeurs mobilières*) (the "**Luxembourg Prospectus Act**"), this Base Prospectus was approved by the Commission de Surveillance du Secteur Financier ("**CSSF**") as the competent authority in Luxembourg (the "**Competent Authority**") in accordance with the Luxembourg Prospectus Act. In accordance with Article 7 (7) of the Luxembourg Prospectus Act, by approving this Base Prospectus, the CSSF gives no assurances relating to the economic and financial suitability of the transaction and the quality or solvency of the Issuers. 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.

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SUMMARY

Summaries are made up of disclosure requirements known as "**Elements**". These Elements are numbered in sections A – E (A.1 – E.7).

This Summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the Summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the Summary with the specification of "Not applicable".

A. INSTRUCTION AND WARNINGS

A.1	Warning	<p>This Summary should be read as an introduction to the Base Prospectus. Any decision to invest in the Securities should be based on consideration of the Base Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or it does not provide, when read together with the other parts of the Base Prospectus, all necessary key information in order to aid investors when considering whether to invest in the Securities.</p>
A.2	Consent to the use of the base prospectus	<p>[Subject to the following paragraphs, the Issuer gives its [general] [individual] consent to the use of the Base Prospectus for subsequent resale or final placement of the Securities by financial intermediaries.]</p> <p>[Not applicable. The Issuer does not give its consent to the use of the Base Prospectus for subsequent resale or final placement of the Securities by financial intermediaries.]</p>
	Indication of the offer period	<p>[Resale or final placement of the Securities by financial intermediaries can be made and consent to use the Base Prospectus is given [for the following offer period of the Securities: <i>[Insert offer period for which consent is given]</i>] [during the period of the validity of the Base Prospectus].]</p> <p>[Not applicable. No consent is given.]</p>
	Other conditions attached to the consent	<p>[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 as well as the terms and conditions of the offer.]</p> <p>[Moreover, the Issuer's consent to the use of the Base Prospectus is</p>

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		<p>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.]</p> <p>[Not applicable. No consent is given.]</p>
	Provision of terms and conditions of the offer by financial intermediary	<p>[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.]</p> <p>[Not applicable. No consent is given.]</p>

B. ISSUER

B.1	Legal and commercial name	UniCredit Bank AG (together with its consolidated subsidiaries, the " HVB Group ") is the legal name. HypoVereinsbank is the commercial name.
B.2	Domicile / Legal form / Legislation / Country of incorporation	UniCredit Bank has its registered office at Arabellastraße 12, 81925 Munich, was incorporated in Germany and is registered with the Commercial Register at the Local Court (Amtsgericht) in Munich under number HRB 42148, incorporated as a stock corporation under the laws of the Federal Republic of Germany.
B.4b	Known trends affecting the issuer and the industries in which it operates	The performance of HVB Group will also in 2019 depend on the future development on the financial and capital markets, and the real economy as well as on the imponderables related. In this environment, HVB Group reviews its business strategy on a regular as well as on an ad hoc basis and adopts it where necessary.
B.5	Description of the group and the issuer's position within the group	<p>UniCredit Bank is the parent company of HVB Group. HVB Group holds directly and indirectly equity participations in various companies.</p> <p>UniCredit Bank has been an affiliated company of UniCredit S.p.A., Milan ("UniCredit S.p.A.", and together with its consolidated subsidiaries, "UniCredit") since November 2005 and hence a major part of UniCredit from that date as a sub-group. UniCredit S.p.A. holds directly 100% of UniCredit Bank's share capital.</p>
B.9	Profit forecast or estimate	Not applicable; profit forecasts or estimates are not prepared by the Issuer.
B.10	Nature of any qualifications in the audit report on historical financial information	<p>Not applicable;</p> <p>Deloitte GmbH Wirtschaftsprüfungsgesellschaft, the independent auditor (<i>Wirtschaftsprüfer</i>) of UniCredit Bank, has audited the consolidated financial statements (<i>Konzernabschluss</i>) of HVB Group for the financial year ended 31 December 2016 and for the financial year ended 31 December 2017 and the unconsolidated financial statement</p>

		(<i>Einzelabschluss</i>) of UniCredit Bank for the financial year ended 31 December 2017 and has in each case issued an unqualified audit opinion thereon.																																																
B.12	Selected historical key financial information	<p>Consolidated Financial Highlights as of 31 December 2017</p> <table border="1"> <thead> <tr> <th>Key performance indicators</th> <th>1/1/2017 – 31/12/2017*</th> <th>1/1/2016 – 31/12/2016[†]</th> </tr> </thead> <tbody> <tr> <td>Net operating profit¹⁾</td> <td>€1,517m</td> <td>€1,096m</td> </tr> <tr> <td>Profit before tax</td> <td>€1,597m</td> <td>€297m</td> </tr> <tr> <td>Consolidated profit</td> <td>€1,336m</td> <td>€157m</td> </tr> <tr> <td>Earnings per share</td> <td>€1.66</td> <td>€0.19</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <th>Balance sheet figures</th> <th>31/12/2017</th> <th>31/12/2016</th> </tr> <tr> <td>Total assets</td> <td>€299,060m</td> <td>€302,090m</td> </tr> <tr> <td>Shareholders' equity</td> <td>€18,874m</td> <td>€20,420m</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <th>Key capital ratios</th> <th>31/12/2017</th> <th>31/12/2016</th> </tr> <tr> <td>Common Equity Tier 1 capital</td> <td>€16,639m²⁾</td> <td>€16,611m³⁾</td> </tr> <tr> <td>Core capital (Tier 1 capital)</td> <td>€16,639m²⁾</td> <td>€16,611m³⁾</td> </tr> <tr> <td>Risk-weighted assets (including equivalents for market risk and operational risk)</td> <td>€78,711m</td> <td>€81,575m</td> </tr> <tr> <td>Common Equity Tier 1 capital ratio⁴⁾</td> <td>21.1%²⁾</td> <td>20.4%³⁾</td> </tr> <tr> <td>Core capital ratio (Tier 1 ratio)⁴⁾</td> <td>21.1%²⁾</td> <td>20.4%³⁾</td> </tr> </tbody> </table> <p>* Figures shown in this column are audited and taken from the consolidated financial statements of HVB Group for the financial year ended 31 December 2017.</p> <p>[†] Figures shown in this column are audited and taken from the consolidated financial statements of HVB Group for the financial year ended 31 December 2016.</p> <p>1) Net operating profit results from the P/L line items net interest, dividends and other income from equity investments, net fees and commissions, net trading income, net other expenses/income, operating costs and net write-downs of loans and provisions for guarantees and commitments.</p> <p>2) in accordance with the consolidated financial statements of HVB Group for the financial year ended 31 December 2017 approved by the Supervisory Board of UniCredit Bank AG.</p> <p>3) in accordance with the consolidated financial statements of HVB Group for the financial year ended 31 December 2016 approved by the Supervisory Board of UniCredit Bank AG.</p> <p>4) calculated on the basis of risk-weighted assets, including equivalents for market risk and operational risk.</p> <p>Consolidated Financial Highlights as of 30 June 2018*</p>	Key performance indicators	1/1/2017 – 31/12/2017*	1/1/2016 – 31/12/2016 [†]	Net operating profit ¹⁾	€1,517m	€1,096m	Profit before tax	€1,597m	€297m	Consolidated profit	€1,336m	€157m	Earnings per share	€1.66	€0.19				Balance sheet figures	31/12/2017	31/12/2016	Total assets	€299,060m	€302,090m	Shareholders' equity	€18,874m	€20,420m				Key capital ratios	31/12/2017	31/12/2016	Common Equity Tier 1 capital	€16,639m ²⁾	€16,611m ³⁾	Core capital (Tier 1 capital)	€16,639m ²⁾	€16,611m ³⁾	Risk-weighted assets (including equivalents for market risk and operational risk)	€78,711m	€81,575m	Common Equity Tier 1 capital ratio ⁴⁾	21.1% ²⁾	20.4% ³⁾	Core capital ratio (Tier 1 ratio) ⁴⁾	21.1% ²⁾	20.4% ³⁾
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		Key performance indicators	1/1/2018 – 30/6/2018	1/1/2017 – 30/6/2017
		Net operating profit ^{1),2)}	€914m	€942m
		Profit before tax	€602m	€933m
		Consolidated profit	€262m	€717m
		Earnings per share (full HVB Group)	€0.33	€0.89
		Balance sheet figures	30/6/2018	31/12/2017
		Total assets	€294,387m	€299,060m
		Shareholders' equity	€17,837m	€18,874m
		Key capital ratios	30/6/2018	31/12/2017
		Common Equity Tier 1 capital ³⁾	€16,557m	€16,639m
		Core capital (Tier 1 capital) ³⁾	€16,557m	€16,639m
		Risk-weighted assets (including equivalents for market risk and operational risk)	€79,903m	€78,711m
		Common Equity Tier 1 capital ratio ^{3),4)}	20.7%	21.1%
		<p>* Figures shown in this table are unaudited and taken from the Issuer's Half-yearly Financial report as of 30 June 2018.</p> <p>1) Net operating profit according to IAS 39 until 31 December 2017.</p> <p>2) Net operating profit according to IFRS 9 since 1 January 2018.</p> <p>3) 31 December 2017: in accordance with approved financial statements.</p> <p>4) Calculated on the basis of risk-weighted assets, including equivalents for market risk and operational risk.</p>		
	Statement with regard to no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change	There has been no material adverse change in the prospects of HVB Group since 31 December 2017, the date of its last published audited financial statements.		
	Description of significant change in the financial position subsequent to the	Not applicable. There has been no significant change in the financial position of HVB Group which has occurred since 30 June 2018.		

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	period covered by the historical financial information	
B.13	Recent events	Not applicable. There are no recent events particular to UniCredit Bank which are to a material extent relevant to the evaluation of its solvency.
B.14	B.5 plus statement of dependency upon other entities within the group	See B.5 Not applicable. UniCredit Bank is not dependent on any entity within HVB Group.
B.15	Principal activities	<p>UniCredit Bank offers a comprehensive range of banking and financial products and services to private, corporate and public sector customers, international companies and institutional customers.</p> <p>This range extends from mortgage loans, consumer loans, savings-and-loan and insurance products, and banking services for private customers through to business loans and foreign trade financing and investment banking products for corporate customers.</p> <p>In the private banking and wealth management customer segments, UniCredit Bank offers comprehensive financial and asset planning with needs-based advisory services by generalists and specialists.</p> <p>HVB Group continues to be the centre of competence for the international markets and investment banking operations of the entire UniCredit. In addition, the Corporate & Investment Banking business segment acts as a product factory for customers in the Commercial Banking business segment.</p>
B.16	Direct or indirect ownership or control	UniCredit S.p.A. holds directly 100% of UniCredit Bank's share capital.

C. SECURITIES

C.1	Type and class of the securities / security identification number	<p>The securities are [Bond Linked Equity Securities] [All Time High Bond Linked Equity Securities] [Win-Win Bond Linked Equity Securities] (the "Securities") and will be issued as [notes][certificates].</p> <p>[The Securities are represented by a global note without interest coupons.]</p> <p>The holders of the Securities (the "Security Holders") are not entitled to receive definitive Securities.</p> <p><i>[To be inserted only in the case of several issues:</i></p> <p>The [ISIN][,][and] [WKN][,][and] [Common Code] [is][are] specified in the Annex table to this summary.]</p> <p><i>[To be inserted only in the case of one single issue:</i></p>
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		[ISIN: [●]] [WKN: [●]] [Common Code: [●]]
C.2	Currency of the securities issue	The Securities are issued in [<i>Insert Specified Currency</i>] (the " Specified Currency ").
C.5	Restrictions of any free transferability of the securities	Not applicable. The Securities are freely transferable under securities law.
C.8	Rights attached to the securities, including ranking and limitations to those rights	<p>Rights attached to the Securities</p> <p>The Securities have a fixed term.</p> <p><i>[To be inserted only in the case of several issues:</i> The Nominal Amount is specified in the Annex table to this summary.]</p> <p><i>[To be inserted only in the case of one single issue:</i> Nominal Amount¹: [●]]</p> <p>The Securities do not bear interest.</p> <p>Redemption of the Securities</p> <p>Subject to the occurrence of a Risk Event [or a Conversion Event or an Enforcement Event] the Security Holders are entitled to the payment of the Redemption Amount on the [Maturity Date] [Final Payment Date] as specified in C.15.]</p> <p>Early redemption of the Securities upon occurrence of a Risk Event</p> <p>Upon the occurrence of an Acceleration Event following a Risk Event the Issuer will be released from its obligations to redeem the Securities at the Redemption Amount; the Securities will be redeemed at the Acceleration Redemption Amount on the Acceleration Redemption Date s specified under C.15.</p> <p>"Risk Event" means the occurrence of one or more of the following events as determined by the Calculation Agent at any time during the term of the Securities: [Bankruptcy of the Reference Entity][,] [Failure to Pay][,] [,] [Restructuring][,] [Governmental Intervention] [each of] which may occur on or after the issue date and on or prior to the [Maturity Date] [Final Payment Date].</p> <p>["Bankruptcy of the Reference Entity" means in relation to the Reference Entity that such entity:</p> <ul style="list-style-type: none"> (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

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

		<p>for the benefit of its creditors;</p> <p>(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;</p> <p>(e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);</p> <p>(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;</p> <p>(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</p> <p>(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).]</p> <p>"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.</p> <p>["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:</p> <p>(a) any event which would affect creditors' rights so as to cause:</p> <p style="padding-left: 40px;">(i) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);</p> <p style="padding-left: 40px;">(ii) a postponement or other deferral of a date or dates for the payment of principal or premium;</p>
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		<p>or</p> <p>(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;</p> <p>(b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Asset;</p> <p>(c) a mandatory cancellation, conversion or exchange; or</p> <p>(d) any event which has an analogous effect to any of the events specified in (a) to (c).]</p> <p>["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:</p> <p>(a) a reduction in the amount of principal or premium payable at maturity (including by way of redenomination);</p> <p>(b) a postponement or other deferral of a date or dates for the payment of principal or premium;</p> <p>(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.])]</p> <p>Governing law of the Securities</p> <p>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].</p> <p>Status of the Securities</p> <p>The obligations under the Securities constitute direct, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, <i>pari passu</i> with all other unsecured unsubordinated present and future obligations of the Issuer.</p> <p>Limitation of the rights</p> <p>The Issuer may [convert the Redemption Amount or] adjust the terms and conditions of the Securities.</p>
C.11	Admission to trading on a regulated market	[Application [has been] [will be] made to the [Luxembourg Stock Exchange] [<i>Insert relevant regulated or other equivalent market(s)</i>] for the Securities to be admitted to trading on the [Luxembourg Stock Exchange's regulated market] [<i>Insert relevant regulated or other equivalent market(s)</i>] [within [<i>Insert period of time</i>] from the Issue Date]

		<p>[with effect from <i>[Insert expected date]</i>].]</p> <p>[Not applicable. No application of the Securities to be admitted to trading on a regulated or another equivalent market has been made and no such application is intended].]</p>
C.15	Effect of the underlying on the value of the securities	<p><i>[To be inserted only in the case of several issues:</i></p> <p>The Nominal Amount is specified in the Annex table to this summary.]</p> <p><i>[To be inserted only in the case of one single issue:</i></p> <p>Nominal Amount²: [●]</p> <p><u><i>[Product Type 3: In the case of Bond Linked Equity Securities the following applies:</i></u></p> <p>The value of the Securities during their term depends mainly on the Reference Asset and on the price of the Underlying (as defined in C.20). The redemption payment on the Final Payment Date (as defined in C.16) depends on both, the Reference Asset and the Underlying. The Reference Asset is pledged to a Trustee for the benefit of the Security Holders.</p> <p>Subject to the occurrence of a Risk Event the "Redemption Amount" at the Final Payment Date corresponds to the sum of the Redemption Amount Component 1 and the Redemption Amount Component 2.</p> <p>The "Redemption Amount Component 1" is equal to the Conditional Minimum Redemption Amount as specified in the Annex to this Summary.</p> <p>The "Redemption Amount Component 2" is an amount in the Specified Currency equal to the Nominal Amount multiplied by i) the difference between the Performance of the Underlying and the Strike Level (as specified in the Annex to this Summary) and ii) the Participation Factor (as specified in the Annex to this Summary). The Performance of the Underlying is equal to the quotient of R (final) (as defined in C.19) and R (initial). [R (initial) is specified in the Annex to this Summary] [R (initial) means <i>[Insert definition of R (initial)]</i>]</p> <p>The Redemption Amount Component 2 is no less than zero.</p> <p>[The Redemption Amount Component 2 is no higher than the Maximum Additional Redemption Amount (as specified in the Annex to this Summary).]</p> <p>In the case of the occurrence of a Risk Event the Issuer is released from its obligations to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the "Acceleration Redemption Amount", which is equal to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount Component 2.</p> <p>The "Acceleration Redemption Amount Component 1" is calculated based on the market value of the defaulted Reference Asset assessed by means of an auction.</p> <p>The "Acceleration Redemption Amount Component 2" corresponds to</p>

² The Nominal amount shall be not less than 1,000 Euro.

	<p>the market value of the Redemption Amount Component 2 per Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).</p> <p>A "Risk Event" is [Bankruptcy of the Reference Entity,] a Failure to Pay[, a Restructuring] [or a Governmental Intervention].</p> <p>Upon the occurrence of an Enforcement Event 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.]</p> <p><u>[Product Type 4: In the case of All Time High Bond Linked Equity Securities the following applies:</u></p> <p>The value of the Securities during their term depends mainly on the Reference Asset and on the price of the Underlying (as defined in C.20).</p> <p>The redemption payment on the Final Payment Date (as defined in C.16) depends on both, the Reference Asset and the Underlying. The Reference Asset is pledged to a Trustee for the benefit of the Security Holders.</p> <p>Subject to the occurrence of a Risk Event the "Redemption Amount" at the Final Payment Date corresponds to the sum of the Redemption Amount Component 1 and the Redemption Amount Component 2.</p> <p>The "Redemption Amount Component 1" is equal to the Conditional Minimum Redemption Amount as specified in the Annex to this Summary.</p> <p>The "Redemption Amount Component 2" is an amount in the Specified Currency equal to the Nominal Amount multiplied by the difference (i) between the Performance of the Underlying and (ii) the Strike Level (as specified in the Annex to this Summary), multiplied by the Participation Factor (as specified in the Annex to this Summary), or by the difference (2) between the (i) Best Performance of the Underlying and (ii) the Strike Level, multiplied by the Participation Factor_{best} (as specified in the Annex to this Summary), depending on which of these amounts is the higher one.</p> <p>The "Performance of the Underlying" is equal to the quotient of R (final) (as defined in C.19) and R (initial). [R (initial) is specified in the Annex to this Summary] [R (initial) means [<i>Insert definition of R (initial)</i>]]. "Best Performance of the Underlying" means the quotient of R (final)_{best}, as the numerator, and R (initial), as the denominator.</p> <p>The Redemption Amount Component 2 is no less than zero.</p> <p>[The "Redemption Amount Component 2" is no higher than the Maximum Additional Redemption Amount (as specified in the Annex to this Summary).]</p> <p>In the case of the occurrence of a Risk Event the Issuer is released from its obligations to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the "Acceleration Redemption Amount", which is equal to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount Component 2.</p> <p>The "Acceleration Redemption Amount Component 1" is calculated</p>
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		<p>based on the market value of the defaulted Reference Asset assessed by means of an auction.</p> <p>The "Acceleration Redemption Amount Component 2" corresponds to the market value of the Redemption Amount Component 2 per Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).</p> <p>[The Redemption Amount Component 2 is no higher than the Maximum Additional Redemption Amount (as specified in the Annex to this Summary).]</p> <p>A "Risk Event" is [Bankruptcy of the Reference Entity,] a Failure to Pay[, a Restructuring] [or a Governmental Intervention].</p> <p>Upon the occurrence of an Enforcement Event 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.]</p> <p><u><i>[Product Type 5: In the case of Win-Win Bond Linked Equity Securities the following applies:</i></u></p> <p>The value of the Securities during their term depends mainly on the Reference Asset and on the price of the Underlying (as defined in C.20).</p> <p>The redemption payment on the Final Payment Date (as defined in C.16) depends on both, the Reference Asset and the Underlying. The Reference Asset is pledged to a Trustee for the benefit of the Security Holders.</p> <p>Subject to the occurrence of a Risk Event the "Redemption Amount" at the Final Payment Date corresponds to the sum of the Redemption Amount Component 1 and the Redemption Amount Component 2.</p> <p>The "Redemption Amount Component 1" is equal to the Conditional Minimum Redemption Amount as specified in the Annex to this Summary.</p> <p>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.</p> <p>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 (-).</p> <p>The "Performance of the Underlying" is equal to the quotient of R (final) (as defined in C.19) and R (initial). [R (initial) is specified in the Annex to this Summary] [R (initial) means <i>[Insert definition of R (initial)]</i>].</p> <p>[The Redemption Amount Component 2 is no higher than the Maximum Additional Redemption Amount (as specified in the Annex to this Summary).]</p> <p>In the case of the occurrence of a Risk Event the Issuer is released from its obligations to redeem the Securities at the Redemption Amount and the Securities will be redeemed at the "Acceleration Redemption Amount", which is equal to the sum of the Acceleration Redemption Amount Component 1 and the Acceleration Redemption Amount</p>
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		<p>Component 2.</p> <p>The "Acceleration Redemption Amount Component 1" is calculated based on the market value of the defaulted Reference Asset assessed by means of an auction.</p> <p>The "Acceleration Redemption Amount Component 2" corresponds to the market value of the Redemption Amount Component 2 per Security as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB).</p> <p>A "Risk Event" is [Bankruptcy of the Reference Entity,] a Failure to Pay[, a Restructuring] [or a Governmental Intervention].</p> <p>Upon the occurrence of an Enforcement Event 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.]</p>
C.16	The expiration or maturity date of the derivative securities – the exercise date or final reference date	<p>[The Securities are redeemed on [●][(the "Settlement Date")]].</p> <p>["Final Observation Date[s]" [,] ["First Day of the Best-out Period"] ["First Day of the Worst-out Period"] and the] ["Maturity Date"] ["Final Payment Date"] [are][is] specified in the Annex to this Summary.] <i>[In the case of Securities with a Best-out feature, the following applies:</i></p> <p>"Best-out Period" means <i>[Insert relevant day(s)]</i> from the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]</p> <p><i>[In the case of Securities with a Worst-out feature, the following applies:</i></p> <p>"Worst-out Period" means <i>[Insert relevant day(s)]</i> between the First Day of the Worst-out Period (including) and the Final Observation Date (including).]</p>
C.17	Settlement procedure of the securities	<p>All payments must be made to [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, 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> (the "Principal Paying Agent"). The Principal Paying Agent shall pay the amounts due [and/or deliver the Reference Asset] to the Clearing System for credit to the respective accounts of the depository banks for transfer to the Security Holders.</p> <p>The payment [and/or delivery] to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment [and/or delivery].</p> <p>"Clearing System" means <i>[Insert Clearing System]</i>.</p>
C.18	Description of how any return on derivative securities takes place	<p>[Payment of the Redemption Amount to each relevant Security Holder on the [Settlement Date] [Maturity Date] [Final Payment Date].]</p>

SUMMARY

<p>C.19</p>	<p>Final reference price of the underlying</p>	<p>[Not applicable. There is no exercise price or final reference price.]</p> <p><u>[In the case of Securities with a final Reference Price observation, the following applies:</u></p> <p>"R (final)" means the Reference Price (as defined in the Annex to this Summary) on the Final Observation Date.]</p> <p><u>[In the case of Securities with a final average observation, the following applies:</u></p> <p>"R (final)" means the equally weighted average (arithmetic mean) of the Reference Prices (as defined in Annex to this Summary), specified on the Final Observation Dates (as defined in C.16).]</p> <p><u>[In the case of Securities with a [Best-out] [Worst-out] observation, the following applies:</u></p> <p>"R (final)" means the [highest][lowest] Reference Price (as defined in Annex to this Summary) [on] [each of the Final Observation Dates] [each relevant day [between the First Day of the [Best][Worst]-out-Period (including) (as specified in the Annex to this Summary) and the Final Observation Dates (including)]] [during the Best-out Period]].]</p> <p><u>[In the case of All Time High [Cap] Bond Linked Equity Securities, the following applies:</u></p> <p>"R (final)_{best}" means the highest Reference Price [of the Reference Prices determined 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)]. [Relevant Observation Date (final) is [insert definition of Relevant Observation Date (final)].]</p>
<p>C.20</p>	<p>Type of the underlying and description where information on the underlying can be found</p>	<p>The Securities are linked to a bond issued by [●] ([ISIN: [●]] [<i>Insert alternative securities identification number</i>]) denominated in [<i>Insert reference currency</i>] as the Reference Asset (the "Reference Asset").</p> <p>[Descriptions of the Underlying are specified in the table in the Annex to this Summary.</p> <p>For further information about the past and the future performance of the Underlying and its volatility, please refer to the Website, as specified in the table in the Annex to this Summary.]</p>

D. RISKS

D.2	Key information on the key risks that are specific to the Issuer	<p><i>Potential investors should be aware that in the case of the occurrence of one of the below mentioned risk factors the securities may decline in value and that they may sustain a total loss of their investment.</i></p> <ul style="list-style-type: none"> • Macroeconomic risk <p>Risks from a deterioration in the macroeconomic development and/or the financial markets and from geopolitical uncertainties.</p> <ul style="list-style-type: none"> • Systemic risk <p>Risks from disruptions or the functional collapse of the financial system or parts of it.</p> <ul style="list-style-type: none"> • Credit risk <p>(i) Risks from changes in the credit rating of a contracting party (borrower, counterparty, issuer or country); (ii) Risks from a deterioration of the overall economic situation and negative effects on the demand for credit and the solvency of the borrowers of HVB Group; (iii) Risks from a decrease in value of credit collateral; (iv) Risks from derivative/trading business; (v) Risks from intra-group credit exposures; (vi) Risks from exposures to sovereigns / public sector.</p> <ul style="list-style-type: none"> • Market risk <p>(i) Risk of potential losses that can arise in response to adverse changes in market prices, other price-influencing parameters or trading-related events; (ii) Risk for trading and banking books from a deterioration in market conditions; (iii) Interest rate and foreign currency risk.</p> <ul style="list-style-type: none"> • Liquidity risk <p>(i) Risk that the HVB Group will not be able to meet its payment obligations on time or in full; (ii) Risks from the procurement of liquidity; (iii) Risks from intra-group liquidity transfers; (iv) Market liquidity risk.</p> <ul style="list-style-type: none"> • Operational risk <p>(i) Risk of losses resulting from inadequate or failed internal processes, systems, human errors or external events; (ii) IT risks; (iii) Legal and tax risks; (iv) Compliance risk (v) Business continuity management risk.</p> <ul style="list-style-type: none"> • Business risk <p>Risks of losses arising from unexpected negative changes in the business volume and/or margins.</p> <ul style="list-style-type: none"> • Real estate risk <p>Risk of losses resulting from changes in the market value of the real estate portfolio of HVB Group.</p> <ul style="list-style-type: none"> • Financial investment risk <p>Risk of losses resulting from fluctuations in the measurement of HVB Group's equity interest.</p> <ul style="list-style-type: none"> • Reputational risk <p>Risk of negative effects on the income statement caused by adverse</p>
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		<p>reactions by stakeholders due to a changed perception of HVB Group.</p> <ul style="list-style-type: none"> • Strategic risk <p>(i) Risk that results from management either not recognising early enough or not correctly assessing significant developments or trends in the bank's environment; (ii) Risks arising from the strategic orientation of HVB Group's business model; (iii) Industry specific risk; (iv) Risks arising from a change in HVB's rating.</p> <ul style="list-style-type: none"> • Regulatory risks <p>(i) Risks arising from changes to the regulatory and statutory environment of HVB Group; (ii) Risks in connection with the International Financial Reporting Standards 9 (IFRS 9); (iii) Risks in connection with potential resolution measures or a reorganisation proceeding.</p> <ul style="list-style-type: none"> • Pension risk <p>Risk that the pension provider will have to provide additional capital to service the vested pension commitments.</p> <ul style="list-style-type: none"> • Risks arising from outsourcing activities <p>Cross-risk-type, which affects the following risk types in particular: operational risk, reputational risk, strategic risk, business risk, credit risk, market risk and liquidity risk.</p> <ul style="list-style-type: none"> • Risks from concentrations of risk and earnings <p>Risks from concentrations of risk and earnings indicate increased potential losses and represent a business-related strategy risk for HVB Group.</p> <ul style="list-style-type: none"> • Risks from the stress testing measures imposed by ECB <p>The business performance of HVB and HVB Group could be negatively affected in case of a poor stress test performance by HVB, HVB Group, UniCredit S.p.A. or one of the financial institutions with which they do business.</p> <ul style="list-style-type: none"> • Risks from inadequate risk measurement models <p>It is possible that the internal models of HVB and HVB Group could be rated as inadequate following investigations or verification through the regulatory authorities, or that they could underestimate existing risks.</p> <ul style="list-style-type: none"> • Unidentified/unexpected risks <p>HVB and HVB Group could incur greater losses than those calculated with the current methods or losses previously left out of its calculations entirely.</p>
D.6	Key information on the key risks that are specific to the securities	<p>In the opinion of the Issuer, the key risks described below may, with regard to the Security Holder, adversely affect the value of the Securities and/or the amounts to be distributed under the Securities and/or the ability of Security Holders to sell the Securities at a reasonable price prior to the maturity date of the Securities.</p> <ul style="list-style-type: none"> • Potential conflicts of interest <p>The risk of conflicts of interest (as described in E.4) is related to the possibility that the Issuer, distributors or any of their affiliates, in relation</p>

		<p>to certain functions or transactions, may pursue interests which may be adverse to or do not regard the interests of the Security Holders.</p> <ul style="list-style-type: none"> • Key risks related to the Securities <p><i>Key risks related to the market</i></p> <p>Under certain circumstances a Security Holder may not be able to sell his Securities at all or at an adequate price prior to their redemption.</p> <p>The market value of the Securities will be affected by the creditworthiness of the Issuer and a number of other factors (e.g., exchange rates, prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability of the Securities and Reference Asset-related factors) and may be substantially lower than the nominal amount or the purchase price.</p> <p>Security Holders may not rely on being able to sufficiently hedge against price risks arising from the Securities at any time.</p> <p><i>Key risks related to the Securities in general</i></p> <p>The Issuer may possibly fail to perform its obligations under the Securities in whole or in part, e.g., in case of an insolvency of the Issuer or due to governmental or regulatory interventions. Such risk is not protected by a deposit protection scheme or any similar compensation scheme. The competent resolution authority may apply resolution tools which include, among others, a "bail-in" instrument (e.g., conversion of Securities into equity instruments or write down). Application of a resolution tool may materially affect the rights of the Security Holders.</p> <p>An investment into the Securities may be illegal or unfavourable for a potential investor or not suitable, with regard to his knowledge or experience and his financial needs, goals and situation.</p> <p>The real rate of return of an investment into the Securities may be reduced or may be zero or even negative (e.g., due to incidental costs in connection with the purchase, holding and disposal of the Securities, future money depreciation (inflation) or tax effects).</p> <p>The redemption amount may be less than the Issue Price or the respective purchase price and, under certain circumstances, no interest or ongoing payments will be made.</p> <p>The proceeds from the Securities may possibly not be sufficient to make interest or principal payments arising from a financing purchase of the Securities and require additional capital.</p> <p><i>Risks related to Bond Linked Equity Securities</i></p> <p><i>[Risks arising from the fact that the redemption amounts payable under the Securities is linked to amounts payable to a holder of the Reference Asset</i></p> <p>Due to the fact that any amounts payable under the Securities are determined by direct reference to the amount payable to the holder of the Reference Asset as redemption, the Issuer's payment obligations are limited to the amounts which a holder of the Reference Asset actually receives under the Reference Asset.]</p>
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		<p><i>Risks related to an early redemption and Risk Events</i></p> <p>If a Risk Event occurs, as specified in the Final Terms, the Securities may be early redeemed. The Acceleration Redemption Amount may be below the Issue Price or Purchase Price in which case the Security Holder would suffer a partial or total loss of his invested capital.</p> <p><i>Risks arising from the influence of the Reference Asset on the market value of the Securities</i></p> <p>The market value of the Securities and the amounts payable under the Securities significantly depend on the value of the Reference Asset and/or the payments made thereunder. It is not possible to predict how the Reference Asset and/or the payments made thereunder develop in the future. Additionally, the market value of the Securities will be affected by a number of Reference Asset-related factors.</p> <p><i>Redemption of the Securities may be less advantageous than direct investment in Reference Assets</i></p> <p>Cash settlement amounts on the Securities on redemption may be less than the recovery which would be ultimately realised by a holder of Reference Assets of the Reference Entity if redemption amounts are not received by a holder of the Reference Asset prior to the Maturity Date under the Securities.</p> <p><i>Risks arising from negative effects of hedging arrangements by the Issuer on the Securities</i></p> <p>The entering or the liquidation of hedging transactions by the Issuer may, in individual cases, adversely affect the price of the Reference Asset and/or payments to be made thereunder.</p> <p><i>Risks related to benchmarks</i></p> <p>The underlying reference rate may qualify as a benchmark within the meaning of Regulation (EU) 2016/1011. Potential investors should be aware that they face the risk that any changes to the relevant benchmark may have a material adverse effect on the value of and the amount payable under the Securities.</p> <p><i>Risks related to the Reference Asset Linked redemption component</i></p> <p>The Conditional Minimum Redemption Amount will only be paid if a holder of the Reference Asset receives the amount due under the Reference Asset within a certain time period preceding the Final Payment Date.</p> <p>In case of early redemption following a Risk Event the amount payable will be calculated by reference to the remaining market value of the Reference Asset and may even be zero.</p> <p><i>Risks related to a Pledge and Trust Agreement</i></p> <p>In case of enforcement of the Reference Asset by the Trustee following a failure to pay or insolvency of the Issuer the enforcement amount to be paid to the Security Holders may be substantially less than the Conditional Minimum Redemption Amount.</p>
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		<p><i>Risks related to the underlying-linked redemption component</i></p> <p>(i) Risks arising from the influence of the Underlying on the market value of the Securities; (ii) risks arising from absent ongoing distributions; (iii) risks arising from the fact that the valuation of the Underlying occurs only at a specified date or point in time; (iv) risks arising from the impact of thresholds or limits; (v) risks in relation to a Participation Factor; (vi) risks relating to a Strike Level and/or a Strike; (vii) risks due to a limitation of potential returns to a Maximum Additional Redemption Amount or due to other limitations; (viii) risk of postponement or alternative provisions for the valuation of the Underlying; (ix) risks in relation to Adjustment Events; (x) risk of Market Disruptions; (xi) risk of regulatory consequences to investors when investing in Underlying-linked Securities; (xii) risks arising from negative effects of hedging arrangements by the Issuer on the Securities; (xiii) risks arising from the Issuer's Conversion Right.</p> <ul style="list-style-type: none"> • Key risks related to the Reference Asset <p><i>General risks</i></p> <p><i>No rights of ownership of the Underlying or its components</i></p> <p>There is no obligation of the Issuer to invest the issuance proceeds in the Reference Asset for the benefit of the Security Holders. 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 (e.g., voting rights or other rights) with respect to the Reference Asset and will neither have any recourse rights against the Reference Entity.</p> <p><i>Key risks related to bonds</i></p> <p>The performance of bond-linked Securities primarily depends on the value of the Reference Assets, 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 obligation, which may be subject to certain factors.</p> <ul style="list-style-type: none"> • Key risks related to the Underlying or its components <p><i>General risks</i></p> <p>(i) Risks arising from the volatility of the value of the Underlying and risk due to a short history; (ii) risks arising from Regulation (EU) 2016/1011 of the European Parliament and of the Council dated 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; (iii) no rights of ownership in the Underlying or its constituents; (iv) risks associated with Underlyings subject to emerging market jurisdictions.</p> <p><i>[Key risks related to shares</i></p> <p>(i) Similar risks to a direct investment in shares; (ii) investors have no shareholder rights; (iii) risks associated with ADRs/RDRs]</p>
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	<p><i>[Key risks related to indices</i></p> <p>(i) Similar risks to a direct investment in index components; (ii) no influence of the Issuer on the index; (iii) risks of unrecognised or new indices; (iv) risks arising from special conflicts of interests in relation to indices as Underlying; (v) risks in relation to strategy indices as Underlying; (vi) risks in relation to price indices as Underlying; (vii) risks in relation to net return indices as Underlying; (viii) risks in relation to short indices as Underlying; (ix) risks in relation to leverage indices as Underlying; (x) risks in relation to distributing indices as Underlying; (xi) risk of country or sector related indices; (xii) currency exchange risk contained in the index; (xiii) adverse effect of fees on the index level; (xiv) adverse effect of synthetic dividends on index level (xv) risks with respect to the publication of the index composition which is not constantly updated.]</p> <p><i>[Key risks related to fund shares</i></p> <p>General Risks of fund shares as Underlying or as component(s) of an Underlying</p> <p>(i) Similar risks to a direct investment in fund shares; (ii) no rights of ownership of the Underlying or its components; (iii) no obligation to forward distributions; (iv) risks associated with Underlyings subject to emerging market jurisdictions.</p> <p>Structural risks in the case of fund shares as the Underlying or as components of an Underlying</p> <p>(i) Legal and tax risk; (ii) risks resulting from commissions and fees; (iii) risks resulting from a potential liquidation or merger; (iv) risks resulting from valuations of the net asset value and estimates; (v) potential lack of currentness of the performance; (vi) risks resulting from conflicts of interest of the persons involved; (vii) no passing on of rebates or other fees paid by the fund to the Issuer; (viii) political/regulatory risk; (ix) custody risks; (x) valuation risks; (xi) country or transfer risks; (xii) risks resulting from the possible effects of redemptions of fund shares; (xiii) specific risks affecting closed investment funds; (xiv) risks resulting from cross liabilities; (xv) risks with regard to public holidays.</p> <p>General risks from investment activities in the case of fund shares as the Underlying or as components of an Underlying</p> <p>(i) Market risks; (ii) currency risks; (iii) risks due to lack of liquidity of the assets and financial instruments purchased; (iv) counterparty risks; (v) settlement risks; (vi) concentration risks; (vii) risks arising from suspensions of trading.</p> <p>Specific risks relating to fund management in the case of fund shares as the Underlying or as components of an Underlying</p> <p>(i) Risks due to dependence on the fund managers; (ii) risks in the event of limited disclosure of investment strategies; (iii) risks due to possible changes of investment strategies; (iv) risks due to the agreement of performance bonuses; (v) risks due to "soft dollar" services; (vi) risks arising from misconduct by the fund managers; (vii) risks due to possible conflicts of interest.</p>
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SUMMARY

		<p>Specific risks arising from assets purchased in the case of fund shares as the Underlying or as components of the Underlying</p> <p>(i) General risks involved with investments in securities; (ii) specific risks involved with investments in stocks; (iii) specific risks involved with investments in interest-bearing financial instruments; (iv) specific risks involved with investments in assets with low credit ratings; (v) specific risks involved with investments in volatile and illiquid markets; (vi) specific risks involved with investments in derivatives; (vii) specific risks involved with investments in real estate and other tangible assets; (viii) specific risks involved with investments in commodities; (ix) specific risks involved with investments in precious metals; (x) specific risks involved with investments in foreign currencies; (xi) specific risks involved with investments in other investment funds (Fund of Funds); (xii) specific risks involved with investing exclusively in another investment fund (Feeder Fund).</p> <p>Specific risks due to particular portfolio management techniques in the case of fund shares as the Underlying or as components of the Underlying</p> <p>(i) Risks of raising debt capital; (ii) risks involved with short sales; (iii) risks due to the use of trading systems and analytical models; (iv) risks involved with lending securities; (v) risks involved with entering into sale and repurchase transactions; (vi) specific investment risks involved with synthetic investment strategies; (vii) risks involved with entering into hedging transactions; (viii) specific risks involved with investments in emerging markets; (ix) specific risks associated with exchange traded funds ("ETFs").]</p> <p>The Securities are not capital protected. Investors may lose the value of their entire investment or part of it.</p>
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E. OFFER

E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	Not applicable; the net proceeds from each issue of Securities will be used by the Issuer for its general corporate purposes, i.e. making profit and/or hedging certain risks.
E.3	Description of the terms and conditions of the offer	<p>[Day of the first public offer [<i>Insert</i>] (the "Issue Date".)]</p> <p>[Start of the new public offer: [<i>Insert</i>] [(continuance of the public offer of previously issued securities)] [(increase of previously issued securities)].]</p> <p>[The Securities are [initially] offered during a Subscription Period[, and continuously offered thereafter]. Subscription Period: [<i>Insert start date of the subscription period</i>] to [<i>Insert end date of the subscription period</i>][(both dates included)].]</p> <p>[Issue Price: [<i>Insert</i>]]</p> <p>[A public offer will be made in [Bulgaria][,] [and] [Croatia][,] [and]</p>

		<p>[Czech Republic][,] [and] [Hungary][,] [and] [Luxembourg][,] [and] [Poland][,] [and] [Slovakia].]</p> <p>[The smallest transferable [unit][lot][amount] is <i>[Insert]</i>.]</p> <p>[The smallest tradable [unit][lot][amount] is <i>[Insert]</i>.]</p> <p>[The Securities will be offered to [qualified investors][,] [and/or] [retail investors] [and/or] [institutional investors] [by way of [private placements] [public offerings]] [by financial intermediaries].]</p> <p>[As of the [day of the first public offer][start of the new 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.]</p> <p>[The continuous offer will be made on current ask prices provided by the Issuer.]</p> <p>[The public offer may be terminated by the Issuer at any time without giving any reason.]</p>
E.4	Any interest that is material to the issue/offer including conflicting interest	<p>Any distributor and/or its 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.</p> <p>Besides, conflicts of interest in relation to the Issuer or the persons entrusted with the offer may arise for the following reasons:</p> <ul style="list-style-type: none"> • 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 their 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. • The Issuer, any Distributor and any of their affiliates may issue securities in relation to the Reference Asset and/or the Reference Entity or the Underlying or its components on which already other securities have been issued. • The Issuer, any Distributor and any of their affiliates may possess or obtain material information about the Reference Asset and/or the Reference Entity or the Underlying or its components (including publicly not accessible information) in connection

SUMMARY

		<p>with its business activities or otherwise.</p> <ul style="list-style-type: none"> • 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 acts as index sponsor, index calculation agent, index advisor or index committee.] • [The Issuer or one of its affiliates acts as an investment advisor or manager of a fund used as Underlying.]
E.7	Estimated expenses charged to the investor by the Issuer or the distributor	<p>[Selling Concession: [An upfront fee in the amount of <i>[Insert]</i> is included in the Issue Price.] <i>[Insert details]</i>]</p> <p>[Other Commissions: [A total commission and concession of up to [●]% may be received by the distributors] <i>[Insert details]</i>]</p> <p>[Not applicable. No such expenses will be charged to the investor by the Issuer or a distributor. However, other charges like custody fees or transaction fees might be charged.]</p>

ANNEX TO THE SUMMARY

[WKN] [ISIN] [Common Code] [(C.1)]	[Reference Price [(C.19)]	[Final Observation Date[s] [(C.16)] [(C.19)]	[[Maturity Date] [Final Payment Date] [(C.8)] [(C.16)]	[Conditional Minimum Redemption Amount [(C.15)]	[Maximum Additional Redemption Amount (C.15)]	[Underlying [(C.15)] [(C.20)]	[[Website] [(C.20)]	[Strike Level [(C.15)]	[Participa- tion Factor [(C.15)]	[Participa- tion Factor _{best} [(C.15)]	[Final Participa- tion Factor (C.15)]
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert name of Under- lying and ISIN]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert name of Under- lying and ISIN]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

RISK FACTORS

*The following is a disclosure of Risk Factors that, in the opinion of UniCredit Bank AG as issuer (the "Issuer"), are material with respect to the Issuer and to the securities issued under this base prospectus (the "Base Prospectus") (the "Securities") in order to assess the risk associated with these Securities. Moreover, further risks that are currently unknown or currently believed to be not material may also have a negative impact on the value of the 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.*

The Base Prospectus, including these Risk Factors, and relevant final terms of the Securities (the "Final Terms") do not replace a professional consultation with a potential investor's house bank or financial adviser. However, potential investors should carefully consider these Risk Factors before making a decision to purchase any Securities in any case.

The Issuer believes that the factors described below represent the material risks inherent in investing in Securities issued under this Base Prospectus, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Securities may occur for other reasons. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its businesses and ability to make payments due under the Securities.

Potential investors should consider all information provided in (a) this Base Prospectus and in any supplements thereto, (b) the registration document of UniCredit Bank AG dated 17 April 2018 (the "Registration Document"), the information of which is incorporated herein by reference at different parts of the Prospectus, (c) all documents the information of which is incorporated in the Base Prospectus by reference, and (d) the relevant Final Terms. 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. Furthermore, potential investors should be aware that the risks described below may arise separately or cumulatively in combination with other risks and may possibly have mutually reinforcing effects. The order of the risks described below does not imply any statement about the likelihood of occurrence of each risk or the degree of influence of such risk factor on the value of the Securities.

"Security Holder" means the holder of a Security.

In the opinion of the Issuer, the significant risks described below may adversely affect the value of the Securities and/or the amounts to be distributed under the Securities and/or the ability of Security Holders to sell the Securities at a reasonable price prior to the maturity date of the Securities.

POTENTIAL INVESTORS SHOULD BE AWARE THAT THE SECURITIES ARE NOT CAPITAL PROTECTED AND MAY DECLINE IN VALUE AND THAT SECURITY HOLDERS MAY SUSTAIN A TOTAL LOSS OF THEIR INVESTMENT IN THE SECURITIES.

A. RISKS RELATED TO THE ISSUER

The risk factors related to the Issuer included in the Registration Document of UniCredit Bank AG dated 17 April 2018 are hereby incorporated by reference into this Base Prospectus. A list setting out the information incorporated by reference is provided on page 306 et seq.

Potential investors should consider the information within the section entitled "Risk Factors" of the Registration Document. This section contains information on risks which may affect the assets, liabilities and the financial position of the Issuer and its ability to fulfil its obligations arising from the Securities.

B. RISKS RELATED TO POTENTIAL CONFLICTS OF INTEREST

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**").

1. General potential 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.

2. Potential conflicts of interest related to the Reference Asset Linked Securities and the Bond Linked Equity Securities

Reference Asset Linked Securities are linked to a Reference Asset. 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.

C. RISKS RELATED TO THE SECURITIES

In the following the material risk factors related to the Securities are described.

1. Risks related to the market

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.

Risk related to a possible repurchase of the Securities

The Issuer may, but is not obliged to, purchase Securities at any time and at any price in the open market, by tender offer or private agreement. Any Securities purchased in this way by the Issuer may be held, resold or cancelled. A repurchase of Securities by the Issuer may adversely affect the liquidity of the Securities.

Risk related to the offering volume

The issue volume described in the Final Terms does not allow any conclusion on the volume of the Securities actually issued or outstanding at any time and thus on the liquidity of a potential Secondary Market.

Risks related to a sale of the Securities

Prior to the redemption of the Securities, the Security Holders may only be able to realise the value represented by the Securities through a sale of the Securities in the Secondary Market. The price at which a Security Holder may be able to sell his Securities may be substantially lower than the Purchase Price. In the case of a sale of the Securities at a certain point of time at which the market value of the Securities is below the Purchase Price paid, the respective Security Holder will be suffering a loss. Costs associated with the sale of the Securities in the Secondary Market (e.g. order fees or trading venue fees) may in addition increase the loss.

If the Issuer acts as the only Market Maker or if there is no Market Maker, the Secondary Market may become even more limited. The more limited the Secondary Market is, the more difficult it may be for Security Holders to realise the value of the Securities prior to the settlement of the Securities.

Therefore, a certain risk does exist that Security Holders have to hold the Securities until maturity or early redemption.

Risks related to the market value - influencing factors

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 (as described in *Risks arising from the influence of the Reference Asset on the market value of the Securities*).

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.

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.

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.

Currency Exchange Rate risk

Exchange rates between currencies (the "**Currency Exchange Rates**") are determined by factors of supply and demand in the international currency markets and are influenced by macro-economic factors, speculations and interventions by the central banks and governments as well as by political factors (including the imposition of currency controls and restrictions). In addition, there are other factors (e.g. psychological factors) which are almost impossible to predict, (e.g. a crisis of confidence in the political regime of a country) and which also may have a material impact on a Currency Exchange Rate. Currencies may be very volatile. There may be an increased risk in connection with currencies of countries whose standard of development is not comparable to the standard of the Federal Republic of Germany or of other industrialized countries (the "**Industrialized Countries**"). In the case of any irregularities or manipulations in connection with the fixing of Currency Exchange Rates, this may have a material adverse effect on the Securities.

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.

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.

2. Risks related to the Securities in general*Credit risk of the Issuer in case of Reference Asset Linked Securities*

The Securities constitute unsecured obligations of the Issuer vis-a-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to his position under the Securities, no rights or claims against any other person. Security Holders are subject to the risk of a partial or total failure of the Issuer to fulfil obligations which the Issuer is liable to perform under the Securities in whole or in part, for example, in the event of the Issuer's insolvency. The worse the creditworthiness of the Issuer is the higher is the risk of a loss. Such risk is not protected by a statutory deposit protection, the deposit protection scheme of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken*), the Compensation Fund of German Banks (*Entschädigungseinrichtung deutscher Banken GmbH*) or any similar compensation scheme. **In the case of realization of the credit risk of the Issuer the Security Holder may sustain a total loss of his capital.**

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).

Risks arising from financial markets turmoil, the Resolution Directive as well as governmental or regulatory interventions

Turmoil in the international financial markets may also in the future adversely affect inflation, interest rates, the Underlying and its components, the amounts to be distributed under the Securities or the value of the Securities and result in extensive governmental and regulatory interventions.

As a reaction to the financial market crisis which began in 2007, the European and the German legislator enacted or planned several directives, regulations and laws which might affect the Security Holders. In particular, Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**Resolution Directive**") and the law for the recovery and resolution of institutions and financial groups (German Recovery and Resolution Act, *Sanierungs- und Abwicklungsgesetz*) implementing the Resolution Directive into national German law contain additional or amended regulatory provisions which may affect the Issuer and the Securities issued. Besides, the Regulation (EU) No. 806/2014 of the European Parliament and the Council of 15 July 2014 establishing uniform rules and a uniform mechanism for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the "**SRM Regulation**"), provides certain resolution tools.

The German Recovery and Resolution Act and the SRM Regulation provide tools which enable the competent supervisory or resolution authorities to restructure or dissolve credit institutions and investment firms if there is a potential default risk regarding the respective credit institution or investment firm and provided that the default risk may not be prevented by other effective means and

the application of the tool serves the public interest. These resolution tools, in accordance with the Resolution Directive, include among others a "bail-in" instrument enabling the competent resolution authority to convert relevant capital instruments or certain eligible liabilities into shares or common equity tier 1 capital instruments or to write them down in whole or in part. By suspension, modification and termination (in whole or in part) of the rights under the Securities, the resolution tools may materially affect the rights of the Security Holders. The extent, to which the claims resulting from the Securities forfeit due to the "bail-in" instrument, depends on a number of factors, on which the Issuer potentially has no influence.

If the resolution conditions are met, the competent resolution authority may as an alternative to a resolution issue a transfer order pursuant to which the Issuer would be forced to transfer its shares or assets and liabilities in whole or in part to a so-called bridge bank or an asset management company. In the context of a transfer order, the Issuer as initial debtor of the Securities may be replaced by another debtor (which may have a fundamentally different risk tolerance or creditworthiness than the Issuer). Alternatively, the claims may remain towards the initial debtor, but the situation regarding the debtor's assets, business activity and/or creditworthiness may not be identical to the situation prior to the transfer order.

With respect to insolvency proceedings opened on or after 1 January 2017, § 46f of the German Banking Act (*Kreditwesengesetz*, the "**KWG**") provides that, in the case of an insolvency proceeding of the Issuer, claims arising from certain standard unsecured debt securities (such as fixed or floating rate bearer bonds), including securities that were issued prior to 1 January 2017, will be satisfied only after other senior debt obligations have been satisfied (so called non-preferred debt securities).

With the amending directive (EU) 2017/2399 to the Resolution Directive dated 12 December 2017 (the "**Resolution Directive Amending Directive**") the European legislator regulated the ranking of unsecured debt instruments of an institution in case of insolvency proceedings of such institution. According to the Resolution Directive Amending Directive unsecured senior liabilities resulting from debt securities with a maturity of at least one year which do not contain embedded derivatives and are not derivatives themselves have a lower ranking in an insolvency than other unsecured senior liabilities. The relevant contractual documentation and, where applicable, the prospectus must explicitly refer to the lower ranking of these senior non-preferred debt liabilities in insolvency proceedings. The Resolution Directive Amending Directive has been implemented by an amendment to § 46f KWG with effect as from 21 July 2018. For debt securities issued prior to this date, the statutory rules for non-preferred debt securities pursuant to the former version of § 46 f para. 5 to 7 KWG will still apply and remain unchanged.

The Issuer may be subject to a restructuring or reorganisation procedure pursuant to the German Act on the Reorganisation of Credit Institutions (*Kreditinstitute-Reorganisationsgesetz*, the "**KredReorgG**"). While a restructuring procedure generally may not interfere with rights of creditors, the reorganisation plan established under a reorganisation procedure may provide for measures that affect the rights of a creditor of the credit institution such as a Security Holder even if such creditor does not consent to such measures, including a reduction of existing claims or a suspension of payments. The Security Holders' rights may be adversely affected by the reorganisation plan which might be adopted irrespective of their particular voting behaviour by a majority vote.

It was planned that pursuant to the Regulation of the European Parliament and of the Council on structural measures improving the resilience of EU credit institutions, which are considered to be systemically important, such credit institutions shall be restricted by the competent authorities with regard to their business activities, including a prohibition of proprietary trading and the separation of certain trading activities. The draft of this regulation was published by the European Commission on 29 January 2014. This draft was withdrawn on 24 October 2017. However, it cannot be precluded that similar measures will be planned in the future and could in the future – in comparison to the German

Bank Separation Act (*Trennbankengesetz*) - have further impairments in relation to the Issuer's ability to meet its obligations under the Securities.

The aforementioned measures may result in a default of all claims under the Securities and thus to a total loss of the investment of the Security Holder. There may be negative effects in the market value of the Securities even before the execution of such rights. In addition, the Issuer's assets may be affected under these measures, which may further adversely affect the ability of the Issuer to meet its payment obligations under the Securities.

It is generally not or only partly possible to predict future market turmoil, regulatory measures and further legislative projects.

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.

Risks related to debt financing the purchase of the Securities

If the purchase of the Securities will be financed by uptake of foreign funds, the proceeds from the Securities may possibly not be sufficient to make interest or principal payments arising from a financing purchase of the Securities and require additional capital. Therefore, in such a case, potential investors should make sure in advance that they can still pay the interest and principal payments on the loan also in the event of a decrease of value or a payment delay or default with regard to the Securities. The expected return should be set higher since the costs relating to the purchase of the Securities and those relating to the loan (interest, redemption, handling fee) have to be taken into account.

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.

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.

Inflation risk

Security Holders are exposed to the risk that the real yield from an investment in the Securities is reduced, equal to zero or even negative due to a future money depreciation (the "**Inflation**"). The higher the rate of inflation rises, the lower is the real yield on a Security. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

Risks in connection with a purchase of Securities for hedging purposes

Any person intending to use the Securities as a hedging instrument should recognise the correlation risk. The correlation risk in this case is the risk that the estimated and the actual correlation of the Securities (i.e. the interrelation between the performance of the Securities and the hedged position) may differ. This means that the hedging position estimated to move in the opposite direction as a security may prove to be correlated with the security, and that this may lead to failure of the envisaged hedging transaction. The Securities may not be a perfect hedge to an underlying or portfolio of which the underlying forms a part. In addition, it may not be possible to liquidate the Securities at a level which reflects the price of the underlying or the portfolio of which the underlying forms a part.

Potential investors should not expect that transactions may be made at any time during the term of the Securities by which the relevant risks may be excluded or restricted; in fact, this will depend on market conditions and the relevant underlying conditions. It may be that such transactions may only be concluded at an unfavourable market price so that the Security Holder will incur a corresponding loss.

Risks related to taxation

The return on the Securities may be reduced through the tax impact on an investment in the Securities. Potential investors and sellers of Securities should be aware that they may be required to pay taxes or other charges or duties in accordance with the laws and practices of the country where they are individually assessed for tax, to which the Securities are transferred to, in which the Securities are held or in which the paying agent is situated, or of any other jurisdiction. In some jurisdictions, no official statements, rulings and/or guidelines of the tax authorities or court decisions may be available for innovative financial instruments such as the Securities. The laws and practices with respect to taxes are subject to change. Potential investors are advised to ask for their own tax advisors' advice on their individual taxation with respect to the acquisition, sale or redemption of the Securities. Only these advisors are in a position to duly consider the specific situation of the potential investor.

Risks regarding US withholding tax

For the Security Holder there is the risk that payments on the Securities may be subject to US withholding tax pursuant to section 871(m) of the US Internal Revenue Code of 1986 or subject to the US withholding tax pursuant to the so called Qualified Intermediary Regime and/or the Foreign Account Tax Compliance Act ("**FATCA**").

Section 871(m) of the U.S. Internal Revenue Code ("**IRC**") and accompanying regulations can require the Issuer to withhold up to 30% of the amount of a dividend paid on an U.S. Underlying referenced in the Securities if a payment (or deemed payment) on the Securities is considered to be contingent upon,

or determined by reference to, the payment of such dividend. The withholding tax is imposed only if the performance of the Securities bears a relationship to the performance of the U.S. Underlying that meets or exceeds specified thresholds.

Pursuant to these U.S. rules, payments (or deemed payments) under certain equity-linked instruments that refer to the performance of U.S. equities or certain indices that contain U.S. equities as an Underlying or a Component are treated as dividend equivalents ("**Dividend Equivalents**") and are subject to U.S. withholding tax of 30% (or a lower income tax treaty rate). The withholding tax is imposed even if pursuant to the terms and conditions of the Securities, no actual dividend-related amount is paid or an adjustment is made. Investors may not be able to determine any connection to the payments to be made in respect of the Securities to the actual dividends.

The withholding tax may be withheld by the Issuer or the custodian of the Security Holder. In withholding this tax, the Issuer will regularly apply the general tax rate of 30% to the payments subject to US provisions (or deemed payments) and not any lower tax rate pursuant to any potentially applicable double taxation agreements. In such case, an investor's individual tax situation can therefore not be taken into account. A double taxation may occur in relation to payments made under the Securities.

The determination made by the Issuer or the custodian of the Security Holder of whether the Securities are subject to this withholding tax is binding for the Security Holder. However, it cannot be excluded that the United States Internal Revenue Service (the "**IRS**") comes to a different assessment which may be relevant. The rules of section 871(m) of the IRC require complex calculations in respect of the Securities that refer to US equities and application of these rules to a specific issuance of Securities issue may be uncertain. Consequently, the IRS may determine they are to be applied even if the Issuer or the custodian of the Security Holder initially assumed the rules would not apply. There is a risk in such case that Security Holder is nonetheless subject to withholding tax.

There is also the risk that section 871(m) of the IRC must also be applied to Securities that were not initially subject to withholding tax. This case could arise in particular if the Securities' economic parameters change such that the Securities are in fact subject to tax liability and the Issuer continues to issue and sell these 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. If IRC section 871(m) requires withholding on a payment, none of the Issuer, a paying agent nor any other person will be obliged to pay additional amounts to the Security Holders in respect of the amount withheld. 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 Security would be reduced to zero or the amount of tax due could even exceed the payments to be made in respect of the Security (the latter situation may also arise if the Securities were to expire worthless and no payment was made to investors).

Payments on the Securities may be subject to a US withholding tax pursuant to the Qualified Intermediary ("**QI**") and/or FATCA rules. Should, for example as a consequence of a non-compliance with certain certification, information reporting requirements with respect to its US accounts, other specified requirements by the Issuer or the documentation requirements by the Security Holder, a withholding of taxes on interest, capital or other payments under the Securities occur in connection with such withholding taxation, then neither the Issuer, nor the Paying Agent or any other person will be obliged to pay a compensation to the Security Holder. As a consequence, the Security Holder may receive a lower amount than without any such withholding or deduction.

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.

Risks related to the Redemption Amount

The Securities will be redeemed at their maturity at the Redemption Amount (the "**Redemption Amount**") specified in the Final Terms. The Redemption Amount may be less than the Issue Price or the Purchase Price. This means, the Security Holder only achieves a return (subject to the influence of exchange rate and inflation risk) if the Redemption Amount, including ongoing payments, if specified in the relevant Final Terms (see also *Risks arising from missing ongoing payments*), exceeds the individual Purchase Price of the Security Holder. The Redemption Amount may also be lower than the nominal amount of the Securities or even zero.

Risks arising from missing ongoing payments

Unless otherwise specified in the applicable Final Terms, the Securities do not bear interest or grant any other unconditional rights for ongoing payments which could compensate possible losses of principal.

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.

Risks related to the regulation of benchmarks

The Underlying may be an index or the interest may be linked to a reference rate, both of which qualify as a benchmark (the "**Benchmark**") within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council dated 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 (the "**Benchmark Regulation**"). According to the Benchmark Regulation, a Benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions, is not "recognised" pending such a decision or is not "endorsed" for such purpose. Consequently, it might not be possible to further utilise a Benchmark as underlying of the Securities. In such event, depending on the particular Benchmark and the applicable terms of the Securities, the Securities could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted.

Any changes to a Benchmark as a result of the Benchmark Regulation could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with the Benchmark Regulation. Such factors may have the effect of discouraging market participants from continuing to administer or contribute input data to certain Benchmark, trigger changes in the rules or methodologies used to determine certain Benchmarks, adversely affect the performance of a Benchmark or lead to the disappearance of certain Benchmarks. Potential investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Securities. Furthermore, the methodology of a Benchmark might be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have an adverse effect on the Security Holders, including but not limited to an unfavorable adjustment of

the published price or its volatility. Consequently, it might become necessary to also adjust (as described in *Risks related to Adjustment Events*) or even terminate the Securities (as described in *Risks related to Call Events*).

3. Risks related to Reference Asset Linked Securities

Amounts to be distributed under the Securities will be determined by reference to a Reference Asset (the "**Reference Asset Linked Securities**"). In purchasing these Securities, Security Holders will accordingly have credit exposure to both the Issuer and the relevant Reference Entity because an investment in the Securities bears credit risk similar to providing credit to the relevant Reference Entity. This results in significant risks which are not associated with investments in conventional debt securities with a claim for repayment of the nominal amount against the Issuer only or a direct investment in the Reference Asset.

Risks arising from the fact that the interest or redemption amounts payable under the Securities is linked to amounts payable to a holder of the Reference Asset

Any Scheduled Reference Asset Interest Amount or Reference Asset Interest Amount and, where cash settlement applies, any Scheduled Reference Asset Redemption Amount or Reference Asset Redemption Amount (each as applicable and as specified in the Final Terms) payable is determined by direct reference to the amounts payable to the holder of the Reference Asset as interest or redemption (as applicable) under the Reference Asset adjusted by any adjustment factor.

The Securities may provide that the Issuer's payment obligations are limited to the amounts which a holder of the Reference Asset actually receives 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 payment date under the Securities. If for any reason, the amounts payable under the Reference Asset are lower than expected, the Security Holder's return under the Securities may also be reduced and might be below the Issue Price or Purchase Price in which case the **Security Holder will suffer a partial or total loss of the invested capital.**

Risks related to a Specified Redemption Amount

If the Final Terms provide for a Specified Redemption Amount on the Settlement Date of the Securities, such payment will not be made if the Securities are terminated, redeemed or sold before their Settlement Date. Then, the actual payment or selling price of the Securities may be significantly lower than Specified Redemption Amount or may even be zero and the Security Holder may lose all or a substantial portion of the amount invested.

Risks arising from the influence of the Reference Asset on the market value of the Securities

The market value of the Securities as well as the amounts distributable under the Securities primarily depend on the Reference Asset and/or the payments made thereunder, as the case may be. It is not possible to predict how the Reference Asset and/or the payments made thereunder will develop in the future. The market value of the Securities may be subject to substantial fluctuations, since it will primarily be influenced by changes of the Reference Asset and/or the payments made thereunder. The Reference Asset and/or the payments made thereunder may also depend on a number of inter-related factors, including cyclical, economic, financial and political events and their general effect on capital markets and on the relevant stock exchanges.

Whilst the market value of the Securities is linked to the value of the Reference Asset and/or the expected payments made thereunder and may be adversely influenced by it, not any change may be equally influencing. There may also be disproportionate changes in the value of the Securities. The value of the Securities may fall while at the same time the value of the Reference Asset and/or the expected payments thereunder may increase.

In addition, the market value of the Securities *inter alia* is influenced by the variations in the intensity of the fluctuation of values (volatility) of the Reference Asset and changes in the expected and actual payments under the Reference Asset. Moreover, even the failure of an expected change in the value of the Reference Asset may adversely affect the market value of the Securities. These factors can reinforce or negate each other.

Risk related to a Potential Risk Event

The payment of any Interest Amount due on an Interest Payment Date or the payment of the Redemption Amount or Redemption Delivery Amount due on the Settlement Date may be postponed following to the occurrence of a Potential Risk Event, as specified in the Final Terms. No interest will be paid on the deferred amounts during the period from the scheduled payment date and the actual payment date.

Risks related to an early redemption and Risk Events

If a Risk Event is specified in the Final Terms, the Securities may be early redeemed by payment of an Acceleration Redemption Amount or Acceleration Delivery Amount, as specified in the Final Terms, if a Risk Event (e.g., a Credit Event in respect of the Reference Entity) occurs.

The Acceleration Redemption Amount or the value of the Acceleration Delivery Amount may be below the Issue Price or Purchase Price in which case the **Security Holder would suffer a partial or total loss of his invested capital** even if the Securities provide for Specified Redemption Amount (as described in *Risks arising from valuation of the Reference Asset in case of an early redemption arising due to a Risk Event*). In addition, interest will cease to be paid.

A "**Risk Event**" will be specified in the Final Terms and may include any of, or several of, the following:

- a partial or whole unscheduled redemption (including a substitution of the Reference Asset for cash, rights or other assets) (an "**Unscheduled Redemption**"),
- a failure of the Reference Entity to pay cash flows in respect of the Reference Asset corresponding to those scheduled (a "**Cashflow Discrepancy**"),
- the Calculation Agent determines that an event has occurred causing the result of the market value of the Reference Asset expressed as a percentage of its nominal amount (as specified in the Final Terms) minus the scheduled cash flow value to be equal to or lower than a specified threshold (a "**Reference Asset Value Event**"),
- a bankruptcy event occurs concerning the custodian of any Reference Asset or such custodian fails to perform (a "**Custody Event**"),
- a bankruptcy, failure to pay, governmental intervention, obligation default, obligation acceleration, repudiation/moratorium or a restructuring event (as specified in the Final Terms) occurs in respect of the Reference Entity and a relevant Reference Asset (a "**Credit Event**").

If a Risk Event occurs, the Issuer shall redeem the Securities early. If the occurrence of a Credit Event or such other Risk Event results in the early termination of hedging transactions which were entered into by the Issuer in connection with the Securities, e.g. any currency risk hedging transactions or interest rate swaps, the Security Holders may suffer losses because the costs for unwinding the hedging transactions may be borne by the Security Holders as specified in the Final Terms.

As a consequence of the process in relation to an early redemption payment under the Securities may even be postponed compared to the scheduled payment dates. No interest will be paid on the deferred amounts during the period from the scheduled payment date and the actual payment date.

Risks arising from valuation of the Reference Asset in case of an early redemption arising due to a Risk Event

In the case of an early redemption following a Risk Event, and if the Final Terms set out cash settlement as applicable, the amounts payable under the Securities will be calculated by reference to the a price of the Reference Asset determined by the Calculation Agent by way of an auction procedure, minus all costs incurred in relation to the Reference Asset (and, where specified in the Final Terms, adjusted by an adjustment amount value) (the "**Acceleration Redemption Amount**"). **Such early redemption amount may be substantially less than any expected redemption amount under the Securities at maturity and may be zero.**

If no firm bid quotation are received during the auction procedure, the auction value used for the determination of the Acceleration Redemption Amount will be zero and the return for the Security Holder will be zero. **Accordingly, a Security Holder will suffer a total loss.**

In the case of early redemption and physical settlement, no allowance will be made for any preceding higher value of the Reference Asset and the Reference Asset will simply be delivered on the applicable settlement date along with any supplemental cash amount.

Risks relating to a Leverage Factor

The Final Terms may provide for a leverage factor (the "**Leverage Factor**"). As a consequence, the effects of Risk Events on the Securities may be leveraged, meaning that the loss in value of the Reference Asset will be multiplied by the Leverage Factor when calculating the Acceleration Redemption Amount or the Acceleration Delivery Amount, as the case may be. The loss to be borne by the Security Holder will be significantly increased by the effects of any such leverage.

Redemption of the Securities may be less advantageous than direct investment in Reference Assets

Cash settlement amounts on the Securities on redemption may be less than the recovery which would be ultimately realised by a holder of Reference Assets of the Reference Entity.

Cash settlement on the Securities on early redemption will reflect the results of an auction procedure and the auction value so determined may be less than the recovery which would ultimately be realised by a holder of Reference Assets of the respective Reference Entity if the quotations received by the Calculation Agent during the auction process is low. If no quotations for the Reference Asset are obtained by the Calculation Agent during the auction process the auction value will be deemed to be zero even though the Reference Asset might have a certain market value as of such time or at any time thereafter. Any such auction failure could for example occur in case the trading of the Reference Asset is limited or the trading of the Reference Asset is not possible at all for whatever reason, including the occurrence of a Sanctions Event impacting the tradability or transferability of the Reference Asset.

Currency and Currency Exchange Rate risk with respect to the Reference Asset

If the Reference Asset is denominated in a currency other than the Specified Currency, 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. In such case the investor may incur losses on interest or principal payments due to currency conversions necessary or currency fluctuations.

Further, if a FX Disruption Event is specified in the Final Terms as an applicable risk event, and if it is impossible or unreasonable for the Issuer to convert the Acceleration Redemption Amount due to such an event affecting either the reference currency or the specified currency, the Issuer shall endeavour to redeem the Securities by payment of the redemption amount in the reference currency. The Security Holder may suffer a total loss due to the unwinding costs of any currency risk hedging transaction

even if a currency hedging element is provided for when calculating the Redemption Amount in the Specified Currency (“**Specified Redemption Amount**”).

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

The Issuer may use a portion of or the total proceeds from the sale of the Securities on transactions to hedge against price risks of the Issuer resulting from the Securities. In such case, the Issuer or any of its affiliates may conclude transactions that relate to the Reference Assets under the Securities or any other obligations of the Issuer. 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. The entering or the liquidation of hedging transactions by the Issuer may, in individual cases, adversely affect the price of the Reference Asset and/or payments to be made thereunder.

On or prior to any early redemption, the Issuer or any of its affiliates may take the steps necessary to terminate any hedging arrangements. It cannot, however, be ruled out that the market value of the Reference Asset in the case of an early redemption following a Risk Event 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 under the Securities on early redemption.

Risks related to Physical Settlement

The Final Terms may specify that the Securities will be redeemed at the settlement date of the Securities by delivery of a quantity of the Reference Asset (the "**Physical Settlement**"). Any Physical Settlement is subject to the conditions specified in the Final Terms. Potential investors should note that they will be required to accept delivery of the Reference Asset if Physical Settlement is specified as applicable in the Final Terms and should ensure that they have the legal capacity to receive such Reference Asset on purchasing the Securities.

Security Holders are not entitled and the Issuer is not obliged to execute any rights from the Reference Asset to be delivered until they are transferred to the Security Holder.

The value of the Reference Asset may continue to develop negatively until the transfer and only the Security Holder bears the risk of such value movements.

All costs, incl. possible custody fees, exchange turnover taxes, stamp taxes, transaction fees, other taxes or levies, incurred as a result of the delivery of the Reference Asset, have to be borne by the respective Security Holder. Furthermore, upon sale of the Reference Asset delivered transaction costs may arise. These fees and costs may be material and may substantially reduce the proceeds from the Securities or increase a possible loss of the Security Holder’s invested capital.

Furthermore, Security Holders should not assume that they will be able to sell the quantity of Reference Asset delivered for a specific price, in particular not for a price corresponding to, or being greater than, the value of capital invested for the acquisition of the Securities.

The Reference Asset delivered may be subject to selling and transfer restrictions or may not be liquid for other reasons.

The Reference Asset will be delivered at the Security Holder's own risk. This means that neither the Issuer nor the Paying Agent nor any other person or entity different to the Security Holders is liable if the Reference Asset gets lost or is destroyed during its delivery to the Security Holders.

Additional Risks related to Physical Settlement following a Risk Event, including delivery failures

In case of an early redemption by physical settlement, the Final Terms may provide that a physical settlement adjustment amount will be determined to take into account the costs of termination of any hedging arrangements and divided by the value of the Reference Asset determined by way of an

auction procedure. If the auction value of the Reference Asset determined by the Calculation Agent is zero, such settlement adjustment will result in an Acceleration Delivery Amount equal to zero. **Accordingly, a Security Holder will suffer a total loss.** Any such auction failure could for example occur in case the trading of the Reference Asset is limited or the trading of the Reference Asset is not possible at all for whatever reason, including the occurrence of a Sanctions Event impacting the tradability or transferability of the Reference Asset.

Investors should also be aware that where the Issuer is obliged to physically deliver a Reference Asset on early redemption, the Issuer may have the right to redeem such Security by way of payment of a cash amount if it is due to a Risk Event or Sanctions Event or for any other reason impossible or illegal to deliver the Reference Asset. The amounts payable under the Securities will then be calculated by reference to the price of the Reference Asset determined by the Calculation Agent by way of an auction procedure, minus all costs incurred in relation to the Reference Asset (and, where specified in the Final Terms, adjusted by an adjustment amount value) (the "**Alternative Acceleration Redemption Amount**"). **Such early redemption amount may be substantially less than any expected redemption amount under the Securities at maturity and may be zero.** If no quotation are received during the auction procedure, the auction value used for the determination of the Alternative Acceleration Redemption Amount will be zero and the return for the Security Holder will be zero. **Accordingly, a Security Holder will suffer a total loss.**

Risks relating to a Custody Event

The Final Terms may in addition to the Risk Events specify that the early redemption of the Securities will be subject to the consequences of a Custody Event. If a Custody Event occurs, the Issuer will no longer owe the payment of the Acceleration Redemption Amount or delivery of the Acceleration Delivery Amount. Instead, the Issuer will endeavour to transfer a pro rata share of the Issuer's rights and entitlements vis-à-vis the Custodian to each Security Holder upon such Security Holders demand, to the extent such rights and entitlements are not required to indemnify the Issuer for the its hedging unwind costs.

Accordingly, the Security Holders also bear the credit risk of the Custodian specified in the Final Terms. **Security Holder can suffer a partial or total loss of the invested capital if the Custodian is unable to fulfil its obligations transferred to the Security Holders.**

Risks relating to fixed rate Securities

Potential investors in interest-bearing Securities at a fixed rate ("**Fixed-Rate Securities**") should be aware that the fair market value of the Fixed-Rate Securities may be very volatile, depending on the volatility of interest rates on the capital market (the "**Market Rate of Interest**"). The performance of the Market Rate of Interest may depend on a number of interrelated factors, including economic, financial and political events and their general effect on capital markets and on the respective stock exchanges. It is not possible to predict how the Market Rate of Interest will change over time. While the interest rate of Fixed-Rate Securities is specified in the Final Terms for the term of the Securities, the Market Rate of Interest is subject to daily changes. If the Market Rate of Interest rises, this normally causes the fair market value of the Fixed-Rate Securities to fall. If the Market Rate of Interest falls, the fair market value of the Fixed-Rate Securities normally rises.

Risks relating to Floater Securities

Potential investors in interest-bearing Securities at a floating rate ("**Floating-Rate Securities**") should be aware that they are exposed to the risk of fluctuating interest rates. Fluctuating interest rates make it impossible to determine in advance the return of Floating-Rate Securities. The performance of an underlying reference rate is affected by supply and demand on the international money and capital markets as well as by a number of factors, such as economic influences, measures taken by national banks und governments, as well as by politically motivated factors. The past performance of an

underlying reference rate provides no guarantee for its future performance, even if the previous performance or rate of the reference rate has already been recorded for a longer period.

During the term of the Securities it cannot be excluded that underlying reference rates will no longer be available, will no longer be available in the relevant form at the time of the issuance of the Securities or, that in connection with the determination or publication of these reference rates it may come to inaccuracies or even manipulations by the persons responsible for the determination and/or publication, or by any other market participants. All this may have a negative effect on the amounts payable under and the market value of the Securities.

If, during the term of the Floating-Rate Securities, a reference rate is not provided or shall not be used anymore or the reference rate changes significantly, the reference rate will be replaced by the Calculation Agent in its reasonable discretion (§ 315 BGB et seq.).

Any replacement may have a significant negative impact on the value, the future performance of the Securities or payments under the Securities and may change the structure and risk profile of the Securities. Under certain circumstances the Issuer may extraordinarily early terminate the Securities. In this case, the Securities will be redeemed early at the Cancellation Amount (as defined in the relevant Final Terms) instead of a redemption on the Scheduled Maturity Date. If the Cancellation Amount is lower than the Issue Price or the Purchase Price, as the case may be, the respective Security Holder **will suffer a partial or total loss of his invested capital**. In this case, the Security Holders are also exposed to a reinvestment risk, i.e. they may only reinvest the principal received due to an early repayment of the Securities to less favourable conditions, compared to the initial investment in the Securities.

Risks with respect to a replacement of a reference rate

If, during the term of the Securities, a reference rate is not provided or shall not be used anymore or the reference rate changes significantly, the reference rate shall be replaced by the Calculation Agent in its reasonable discretion (§ 315 BGB et seq.).

Any replacement may have a significant negative impact on the value, the future performance of the Securities or payments under the Securities and may change the structure and risk profile of the Securities.

Risks due to a limitation of the interest rate to a maximum interest rate

Potential investors in Floating-Rate Securities should be aware that interest rates of Floating-Rate Securities may be limited to a maximum interest rate, as specified in the Final Terms. Therefore, the participation of the Security Holder in a favourable development of the Reference Rate, and thus, his potential return may be limited.

4. Risks related to Bond Linked Equity Securities

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.

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 will be substantially less than the Conditional Minimum Redemption Amount under the Securities at maturity and may even be zero.

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 invested capital.

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.

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.

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.

RISK FACTORS

The market value of the Securities is influenced by changes in the price of the Underlying to which the redemption under Securities which are Bond Linked Equity 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.

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.

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.

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 Security 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.

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.

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.

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.

Risk of regulatory consequences to investors when investing in Underlying-linked Securities

There may be negative regulatory and other consequences associated with the ownership by certain investors of certain Securities. It cannot be ruled out that inter alia the specific investor is 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 (i.e. if eligibility as trustee stock (*Mündelsicherheit*) is required). Each purchaser of the Securities must conduct its own investigation regarding its regulatory position in connection with the potential purchase of the Securities. The Issuer does not assume any obligation or liability whatsoever towards such a purchaser.

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.

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.

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.

D. 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.

1. General risks*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.**

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.

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.

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 or, in case the Final Terms set out Physical Settlement as applicable, the amount of assets deliverable in respect of the Securities. 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.

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.

Risks related to the purchase of Securities for hedging purposes

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.

2. 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.

E. 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).

1. General risks

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.

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.

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.

2. 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.

3. 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 invested capital.**

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.

4. 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 invested capital.

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.

5. General 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.

6. 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.

7. 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.

8. 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).

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.

GENERAL DESCRIPTION OF THE BASE PROSPECTUS

In accordance with the Luxembourg Prospectus Act, this Base Prospectus was approved by the CSSF as the Competent Authority in accordance with the Luxembourg Prospectus Act. In accordance with Article 7 (7) of the Luxembourg Prospectus Act, by approving this Base Prospectus, the CSSF gives no assurances relating to the economic and financial suitability of the transaction and the quality or solvency of the Issuers.

Under this Base Prospectus the Issuer may issue new Reference Asset Linked Securities or Bond Linked Equity Linked 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.

With respect to this Base Prospectus, the CSSF has provided to the competent authorities in Bulgaria, Croatia, Czech Republic, Hungary, Poland and the Slovak Republic a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Under this Base Prospectus Reference Asset Linked Securities may only be admitted to trading on a regulated or other equivalent market in Luxembourg.

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.

This Base Prospectus is to be read together with the information provided in (a) the registration document of UniCredit Bank AG dated 17 April 2018 (the "**Registration Document**"), whose information is incorporated herein by reference, (b) the supplements to this Base Prospectus, if any (the "**Supplements**") (c) all other documents whose information is incorporated herein by reference (see "General Information– Information incorporated by reference in this Base Prospectus" below) as well as (d) the respective Final Terms (the "**Final Terms**").

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, taken all reasonable care to ensure that this is the case, the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and contains 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.

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

CONSENT TO THE USE OF THE BASE PROSPECTUS

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.

In case of a 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

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:

With respect to Reference Asset Linked Securities: Luxembourg.

With respect to Bond Linked Equity Securities: 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).

DESCRIPTION OF THE ISSUER

The following information regarding the Issuer are hereby incorporated by reference into this Base Prospectus:

- (i) The description of the Issuer included in the Registration Document of UniCredit Bank AG dated 17 April 2018, as supplemented by the Supplement dated 8 November 2018 to the Registration Document of UniCredit Bank AG dated 17 April 2018,
- (ii) 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 and the independent auditors' report of HVB Group as of 31 December 2016, contained in the Annual Report HVB Group 2016,
- (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 and the auditors' report of HVB Group as of 31 December 2017 contained in the Annual Report HVB Group 2017,
- (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, and the auditors' report as of 31 December 2017, contained in the Annual Report UniCredit Bank AG (HVB) 2017, and
- (v) the unaudited Consolidated Results of HVB Group as of 30 June 2018

A list setting out the information incorporated by reference is provided on page 306 et seq.

Jurisdiction under which the Issuer operates

The Issuer operates under laws of the Federal Republic of Germany.

Date of incorporation of the Issuer

The Issuer (UniCredit Bank AG), formerly Bayerische Hypo- und Vereinsbank Aktiengesellschaft, was formed on 31 August 1998 through the merger of Bayerische Hypotheken- und Wechsel-Bank Aktiengesellschaft.

Business overview (principal activities)

As a universal bank, the Issuer with its subsidiaries is one of the leading providers of banking and financial services in Germany (based on the Issuer's internal benchmarking analyses, considering the market development, e.g. market share for loans to customers and a peer group comparison in terms of, inter alia, income statements and balance sheets).

GENERAL INFORMATION ON THE SECURITIES

The Securities to be issued under this Base Prospectus will be issued by (i) UniCredit Bank AG ("UniCredit Bank" or "HVB") under the Euro 50,000,000,000 Debt Issuance Programme of UniCredit Bank AG.

Features of the Securities

General

The Securities will be issued as debt instruments with a Nominal Amount, constituting debt instruments in bearer form (*Inhaberschuldverschreibungen*) (pursuant to § 793 BGB). The Securities redemption is linked to a Reference Asset. In the case of Bond Linked Equity Securities the method of calculating the redemption amount or additional amounts as the case may be is linked in addition to the value of the Underlying at a certain point in time. The Securities will be issued as notes or certificates with Nominal Amount, as specified in the Final Terms.

Form of the Securities

The Securities are bearer debt instruments (*Inhaberschuldverschreibungen*) pursuant to § 793 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

The Securities will either be represented by a global note without interest coupons or initially by a temporary global note without interest coupons which will be exchangeable for a global note without interest coupons, as specified in the Final Terms.

The Security Holders are not entitled to receive definitive Securities.

Underlying

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*). Bond Linked Equity Securities are linked to both the performance of a Reference Asset and an Underlying.

The Reference Asset will be specified in the Final Terms.

Underlying may be either a share, a 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 described in the section "Description of indices composed by the Issuer or by any legal entity belonging to the same group" or another Index which is not composed by the Issuer or any legal entity belonging to the same group. Further Indices which are composed by the Issuer or any legal entity belonging to the same group of the Issuer may be included in the Base Prospectus by way of a supplement to the Base Prospectus.

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.

Information according to Article 29 of the Benchmark Regulation

The Securities may be linked to an index or the interest may be linked to a reference rate, both of which are used as a benchmark (the "**Benchmark**") to determine the payments under the Securities or

GENERAL INFORMATION ON THE SECURITIES

the value of the Securities, to which 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 ("**Benchmark Regulation**") is applicable. In this case, the Issuer is subject to certain requirements regarding the use of the respective Benchmark and corresponding disclosure obligation in relation to this Base Prospectus, *inter alia*, regarding the specification whether an administrator of the Benchmark (the "**Benchmark Administrator**") is authorized or registered in accordance with the Benchmark Regulation (the "**Registered Benchmark Administrator**"). However, during a transitional period (not ending before 1 January 2020), in the course of which authorization or registration of the respective Benchmark Administrator shall occur, certain Benchmarks, in particular such Benchmarks already in existence before 1 January 2018, may be used without authorization or registration of the respective Benchmark Administrator unless the competent authority has rejected an application of the Benchmark Administrator for authorisation or registration. During the transitional period the Issuer expects to receive no or only limited relevant information, *inter alia*, in relation to the Benchmark Administrator's authorization or registration status. Investors should note that during the transitional period relevant information may not be included in the Base Prospectus in whole or in part, although the Issuer acts in line with any requirements set out in the Benchmark Regulation and the WpPG. If available, the Final Terms will specify with respect to a Benchmark whether or not a Registered Benchmark Administrator exists.

Term

The Securities have a fixed term, which may be reduced in certain circumstances.

Limitation of the rights in the case of Bond Linked Equity Securities

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.

Governing law of the Securities

The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by German law.

Status of the Securities

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.

Method and time limits for delivery of the Securities

The Securities are delivered in terms of co-ownership of the Global Note which will be kept in custody. Delivery is provided for against payment or free of payment or any other delivery method as specified in the Final Terms.

GENERAL INFORMATION ON THE SECURITIES

Publications

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 the Luxembourg Stock Exchange (www.bourse.lu).

The Issuer does not intend to provide information following an issuance of Securities, unless either required by any applicable laws and regulations or the Terms and Conditions provide for an obligation to publish notices in certain cases. In such cases, a publication will be made on the website(s) as specified in the Final Terms in accordance with § 6 of the General Conditions. The Issuer may replace these Website(s) by any successor website(s) which again will be published by notice in accordance with § 6 of the General Conditions.

Issue Price

If the Issue Price per Security is specified prior to the start of the public offering, it will be set out in the Final Terms.

Pricing

The Issue Price as well as the bid and offer prices quoted by the Issuer during the term of the Securities are based on internal pricing models of the Issuer. They may contain, beside upfront and distribution fees, an expected margin for the Issuer. Generally, the margin may contain costs, which *inter alia* cover the Issuer's costs for structuring the Securities, risk hedging of the Issuer and the distribution.

Selling concession or other concessions

Selling concession or other concessions may be charged as set out in the Final Terms.

Placing and Distribution

The Securities may be distributed by way of public or private placement and either by the Issuer or through financial intermediaries as agreed between the Issuer and the relevant financial intermediary and as stated in the applicable Final Terms.

Admission to trading and listing of the Securities

The Issuer may make an application to admit the Securities to trading on a regulated or other equivalent market, *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.

Potential investors

The Securities may be offered to qualified investors and/or retail investors and/or institutional investors as stated in the Final Terms. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, such information will be given in the Final Terms.

Terms and conditions of the offer

Reference Asset Linked Securities may only be offered to the public or admitted to trading on a regulated or other equivalent market in Luxembourg.

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, the Czech Republic, Hungary, Luxembourg, Poland and the Slovak Republic.

If applicable, the following details regarding the terms and conditions of the offer will be indicated in the Final Terms:

- (i) day of the first public offer;
- (ii) start of the new public offer;
- (iii) information about the increase of Securities which have already been issued;
- (iv) information about the manner and date in which results of the offer are to be made public;
- (v) a subscription period;
- (v) the country(ies) where the offer(s) to the public takes place;
- (v) smallest transferable and/or tradable unit or amount;
- (viii) the conditions for the offer of the Securities;
- (ix) possibility of an early termination of the public offer.

Offer during a subscription period

The Securities may be offered during a subscription period. For the purpose of acquisition, a potential investor has to make a subscription order to be forwarded to the Issuer during the Subscription Period. If specified in the Final Terms, the Securities may be continuously offered thereafter. 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. Potential investors who made purchase offers in the form of subscription orders may presumably be informed by the Issuer from the first Banking Day onwards following the end of the subscription period on the number of Securities allocated to them, if not otherwise specified in the Final Terms. Trading in the Securities may start prior to the notification of the allocation.

GENERAL INFORMATION ON THE SECURITIES

Method and time limits for delivery of the Securities

The Securities are delivered in terms of co-ownership of the Global Note which will be kept in custody. Delivery is provided for against payment or free of payment or any other delivery method as specified in the Final Terms.

DESCRIPTION OF THE SECURITIES

The definitions of the defined terms used herein are specified in the Conditions (as defined in the section "Conditions of the Securities") below. 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 Securities which may be issued under this Programme.

The Securities

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 1,000 Euro.

PRODUCT TYPE 1: FIX RATE REFERENCE ASSET LINKED SECURITIES

General description of the Securities

Fixed Rate Reference Asset Linked Securities are securities whose redemption is linked to a Reference Asset i.e. to payments which are scheduled to be paid under or received from the Reference Asset. The Reference Asset can be either a bond or loan (including German law governed *Schuldscheindarlehen*) of a corporate, a financial or a sovereign entity (the "**Reference Entity**"). The payment of interest and the redemption is negatively affected by the occurrence of certain events in relation to the Reference Asset or the Reference Entity ("**Risk Events**"). The Issuer will pay interest, if any, and redeem the Securities on the Settlement Date at the amount scheduled to be paid or delivered only if no Risk Event has occurred. Thus, the Security Holders bear the credit risk of the Issuer and the Reference Entity. Fixed Rate Reference Asset Linked Securities are issued with a minimum denomination of 100,000 Euro.

Redemption

(i) Cash Settlement

Subject to Early Redemption the Securities with cash settlement are redeemed on the Settlement Date by payment of the Redemption Amount in the Specified Currency.

In the case of Securities with a *Specified Redemption Amount* the Redemption Amount to be paid is calculated as follows: Specified Redemption Amount (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

In the case of Securities with a *Scheduled Reference Asset Redemption Amount* the Redemption Amount to be paid is calculated as follows: the Scheduled Reference Asset Redemption Amount in the Specified Currency (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

In the case of Securities with a *Reference Asset Redemption Amount* the Redemption Amount to be paid is calculated as follows: the Reference Asset Redemption Amount (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

If the Reference Currency is not equal to the Specified Currency, then any amount required for the determination of the redemption amount received shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date.

DESCRIPTION OF THE SECURITIES

(ii) Physical Settlement

Subject to Early Redemption the Securities with physical settlement are redeemed on the Settlement Date by delivery of the Redemption Delivery Amount.

The Redemption Delivery Amount is calculated as follows: the Aggregate Reference Asset Nominal Amount (less any Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

Interest

The Securities can be issued either as (i) zero coupon Securities, (ii) Securities with a fixed interest amount, (iii) Securities with a fixed interest rate.

Zero coupon Securities

Zero coupon Securities will not bear interest. They may be issued either (i) at a discount to the Nominal Amount where the redemption amount is equal to the Nominal Amount or (ii) at the Nominal Amount where the Redemption Amount is greater than the Nominal Amount.

Securities with a fixed interest amount

Securities with a fixed interest amount pay on the respective Interest Payment Date an Interest Amount specified in the relevant Final Terms.

In case of Securities with a *Specified Interest Amount* the respective Interest Amount is calculated as follows: the Specified Interest Amount (less an Interest Adjustment Amount, as the case may be) divided by the number of units of the Securities.

In case of Securities with a *Scheduled Reference Asset Interest Amount* the respective Interest Amount is calculated as follows: the Scheduled Reference Asset Interest Amount in relation to each Scheduled Reference Asset Interest Payment Date (less an Interest Adjustment Amount, as the case may be) in the Specified Currency divided by the number of units of the Securities.

In case of Securities with a *Reference Asset Interest Amount* the respective Interest Amount is calculated as follows: the Reference Asset Interest Amount in relation to each Scheduled Reference Asset Interest Payment Date (less an Interest Adjustment Amount, as the case may be) in the Specified Currency divided by the number of units of the Securities .

Securities with a fixed interest rate

Fixed rate Securities will bear interest from the Interest Commencement Date to the Interest End Date at a fixed interest rate per annum as specified in the relevant Final Terms.

The Interest Amount per Security to be paid on each Interest Payment Date is equal to the product of the Nominal Amount, the Interest Rate and the Day Count Fraction. The Interest Rate and the Day Count Fraction are specified in the relevant Final Terms. The Interest Rate may differ from the interest rate applicable under the Reference Asset.

Early Redemption

If a Risk Event occurs and a Risk Event Notice is published at any time during the Risk Event Notice Period, then (i) the accrual of interest, if any, ceases from and including the Interest Payment Date immediately preceding the day on which such Risk Event has occurred and (ii) the Securities are not redeemed at the amount scheduled to be paid or delivered, but at the Acceleration Redemption Amount or the Acceleration Delivery Amount.

A Risk Event, as specified in the Final Terms, can be an Unscheduled Redemption, Cashflow Discrepancy, Reference Asset Value Event, Custody Event, FX Disruption Event, Change in Law,

DESCRIPTION OF THE SECURITIES

Hedging Disruption or a Credit Event in respect of a Reference Entity, the Reference Asset or any of the Reference Entity's borrowed money obligations (either directly or as provider of a guarantee), such as Bankruptcy, Failure to Pay, Governmental Intervention, Obligation Default, Obligation Acceleration, Repudiation/Moratorium or Restructuring.

If the Securities provide for a Leverage Factor, losses as a result of the occurrence of a Risk Event and such costs may be significantly greater compared to unleveraged Securities and may further reduce the Acceleration Redemption Amount or the Acceleration Delivery Amount.

Following an Unscheduled Redemption, a Restructuring of the Reference Asset or a Governmental Intervention Security Holders may receive the Reference Asset or any Asset Package received in lieu of the Reference Asset or the Acceleration Redemption Amount.

(i) Cash Settlement

The Securities with cash settlement are early redeemed on the Acceleration Redemption Date by payment of the Acceleration Redemption Amount upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition.

The Acceleration Redemption Amount is subject to a minimum of zero, and is calculated for each Security as follows: the Reference Asset Auction Proceeds (less a Leverage Loss Adjustment Amount, Hedge Unwind Costs and/or an Adjustment Amount Value, each as the case may be) divided by the number of units of the Securities.

Thus, the Acceleration Redemption Amount may be significantly reduced by the Adjustment Amount Value and any costs including the transaction costs and any prepayment indemnity incurred by unwinding any swaps and hedging transactions which may have been entered into in connection with the Securities, including (but not limited to) any currency hedging transactions, interest rate swap transactions, or asset swap transactions.

The Reference Asset Auction Proceeds are determined by way of an Auction. In case of an Auction Failure, the Acceleration Redemption Amount will be zero and the Security Holders will suffer *a total loss of their investment*.

If the Securities are denominated in a currency other than the Reference Currency the Acceleration Redemption Amount may be further reduced by a change in the then prevailing FX Exchange Rate.

(ii) Physical Settlement

The Securities with physical settlement are early redeemed on the Acceleration Redemption Date by delivery of the Acceleration Delivery Amount and the Supplemental Cash Amount (where relevant) upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition.

The Acceleration Delivery Amount is calculated as follows: (a) the Aggregate Reference Asset Nominal Amount minus the Physical Settlement Adjustment Amount (b) divided by the number of units of the Securities.

Thus, the Acceleration Delivery Amount may be significantly reduced by the Physical Settlement Adjustment Amount accounting for any costs including the transaction costs and any prepayment indemnity incurred by unwinding any swaps and hedging transactions which may have been entered into in connection with the Securities, including (but not limited to) any currency hedging transactions, interest rate swap transactions, or asset swap transactions.

Failure to redeem in case of a Physical Settlement

If the Securities are physically settled and the Issuer is unable to redeem the Securities, in particular due to the occurrence of the Risk Event or Sanctions Event, then the Issuer shall use all reasonable endeavours to redeem each Security by payment of the Alternative Acceleration Redemption Amount

DESCRIPTION OF THE SECURITIES

calculated for each Security as follows: the Reference Asset Auction Proceeds (less a Leverage Loss Adjustment Amount and/or an Adjustment Amount Value, each as the case may be) divided by the number of units of the Securities. Thus, the Alternative Acceleration Redemption Amount may be significantly reduced by the Adjustment Amount Value.

The Reference Asset Auction Proceeds are determined by way of an Auction. In case of an Auction Failure, the Acceleration Redemption Amount will be zero and the Security Holders will suffer *a total loss of their investment*.

PRODUCT TYPE 2: FLOATING RATE REFERENCE ASSET LINKED SECURITIES

General description of the Securities

Floating Rate Reference Asset Linked Securities are securities whose redemption is linked to a Reference Asset i.e. to payments received from the Reference Asset. The Reference Asset can be either a bond or loan (including German law governed *Schuldscheindarlehen*) of a corporate, a financial or a sovereign entity (the "**Reference Entity**"). The payment of interest and the redemption is negatively affected by the occurrence of certain events in relation to the Reference Asset or the Reference Entity ("**Risk Events**"). The Issuer will pay interest if any and redeem the Securities on the Settlement Date at the amount scheduled to be paid or delivered only if no Risk Event has occurred. Thus, the Security Holders bear the credit risk of the Issuer and the Reference Entity. Floating Rate Reference Asset Linked Securities are issued with a minimum denomination of 100,000 Euro.

Redemption

(i) Cash Settlement

Subject to Early Redemption the Securities with cash settlement are redeemed on the Settlement Date by payment of the Redemption Amount in the Specified Currency.

In the case of Securities with a *Specified Redemption Amount* the Redemption Amount to be paid is calculated as follows: Specified Redemption Amount (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

In the case of Securities with a *Scheduled Reference Asset Redemption Amount* the Redemption Amount to be paid is calculated as follows: the Scheduled Reference Asset Redemption Amount in the Specified Currency (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

In the case of Securities with a *Reference Asset Redemption Amount* the Redemption Amount to be paid is calculated as follows: the Reference Asset Redemption Amount (less a Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

If the Reference Currency is not equal to the Specified Currency, then any amount required for the determination of the redemption amount received shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date.

(ii) Physical Settlement

Subject to Early Redemption the Securities with physical settlement are redeemed on the Settlement Date by delivery of the Redemption Delivery Amount.

The Redemption Delivery Amount is calculated as follows: the Aggregate Reference Asset Nominal Amount (less any Redemption Adjustment Amount, as the case may be) divided by the number of units of the Securities.

DESCRIPTION OF THE SECURITIES

Interest

The Securities are issued as Securities with a floating interest rate.

Floating rate Securities will bear interest from the Interest Commencement Date to the Interest End Date at an interest rate on the basis of a Reference Rate as specified in the relevant Final Terms. The Reference Rate may be EURIBOR, LIBOR, MosPrime or any other reference rate as set out in the relevant Final Terms.

EURIBOR (Euro Interbank Offered Rate) means the interbank interest rate (i.e. the rate at which banks lend to each other), daily calculated as the average of the quotations for one to twelve month observed on a sample of commercial banks, selected periodically by the European Banking Federation.

LIBOR (London Interbank Offered Rate) means the rate at which an individual contributor panel bank could borrow funds, were it to do so by asking for and then accepting interbank offers in reasonable market size.

MosPrime Rate (Moscow Prime Offered Rate) means the daily calculated National Foreign Exchange Association ("NFEA") fixing of the reference rate on the basis of offer rates of rouble loans (deposits) as quoted by leading participants in the Russian money market selected by the NFEA board.

The Interest Amount per Security to be paid on each Interest Payment Date is equal to the product of the Nominal Amount, the Reference Rate and the Day Count Fraction. The Interest Rate and the Day Count Fraction are specified in the relevant Final Terms. The Reference Rate may differ from the interest rate applicable under the Reference Asset.

If the Reference Currency is not equal to the Specified Currency, then any amount required for the determination of the Interest Amount shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date.

Early Redemption

If a Risk Event occurs and a Risk Event Notice is published at any time during the Risk Event Notice Period, then (i) the accrual of interest, if any, ceases from and including the Interest Payment Date immediately preceding the day on which such Risk Event has occurred and (ii) the Securities are not redeemed at the amount scheduled to be paid or delivered, but at the Acceleration Redemption Amount or the Acceleration Delivery Amount.

A Risk Event, as specified in the Final Terms, can be an Unscheduled Redemption, Cashflow Discrepancy, Reference Asset Value Event, Custody Event, FX Disruption Event, Change in Law, Hedging Disruption or a Credit Event in respect of a Reference Entity, the Reference Asset or any of the Reference Entity's borrowed money obligations (either directly or as provider of a guarantee), such as Bankruptcy, Failure to Pay, Governmental Intervention, Obligation Default, Obligation Acceleration, Repudiation/Moratorium or Restructuring.

If the Securities provide for a Leverage Factor, losses as a result of the occurrence of a Risk Event and such costs may be significantly greater compared to unleveraged Securities and may further reduce the Acceleration Redemption Amount or the Acceleration Delivery Amount.

Following an Unscheduled Redemption, a Restructuring of the Reference Asset or a Governmental Intervention Security Holders may receive the Reference Asset or any Asset Package received in lieu of the Reference Asset or the Acceleration Redemption Amount.

DESCRIPTION OF THE SECURITIES

(i) Cash Settlement

The Securities with cash settlement are early redeemed on the Acceleration Redemption Date by payment of the Acceleration Redemption Amount upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition.

The Acceleration Redemption Amount is subject to a minimum of zero, and is calculated for each Security as follows: the Reference Asset Auction Proceeds (less a Leverage Loss Adjustment Amount, Hedge Unwind Costs and/or an Adjustment Amount Value, each as the case may be) divided by the number of units of the Securities.

Thus, the Acceleration Redemption Amount may be significantly reduced by the Adjustment Amount Value and any costs including the transaction costs and any prepayment indemnity incurred by unwinding any swaps and hedging transactions which may have been entered into in connection with the Securities, including (but not limited to) any currency hedging transactions, interest rate swap transactions, or asset swap transactions.

The Reference Asset Auction Proceeds are determined by way of an Auction. In case of an Auction Failure, the Acceleration Redemption Amount will be zero and the Security Holders will suffer *a total loss of their investment*.

If the Securities are denominated in a currency other than the Reference Currency the Acceleration Redemption Amount may be further reduced by a change in the then prevailing FX Exchange Rate.

(ii) Physical Settlement

The Securities with physical settlement are early redeemed on the Acceleration Redemption Date by delivery of the Acceleration Delivery Amount and the Supplemental Cash Amount (where relevant) upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition.

The Acceleration Delivery Amount is calculated as follows: (a) the Aggregate Reference Asset Nominal Amount minus the Physical Settlement Adjustment Amount (b) divided by the number of units of the Securities.

Thus, the Acceleration Delivery Amount may be significantly reduced by the Physical Settlement Adjustment Amount accounting for any costs including the transaction costs and any prepayment indemnity incurred by unwinding any swaps and hedging transactions which may have been entered into in connection with the Securities, including (but not limited to) any currency hedging transactions, interest rate swap transactions, or asset swap transactions.

Failure to redeem in case of a Physical Settlement

If the Securities are physically settled and the Issuer is unable to redeem the Securities, in particular due to the occurrence of the Risk Event or Sanctions Event, then the Issuer shall use all reasonable endeavours to redeem each Security by payment of the Alternative Acceleration Redemption Amount calculated for each Security as follows: the Reference Asset Auction Proceeds (less a Leverage Loss Adjustment Amount and/or an Adjustment Amount Value, each as the case may be) divided by the number of units of the Securities. Thus, the Acceleration Redemption Amount may be significantly reduced by the Adjustment Amount Value .

The Reference Asset Auction Proceeds are determined by way of an Auction. In case of an Auction Failure, the Acceleration Redemption Amount will be zero and the Security Holders will suffer *a total loss of their investment*.

PRODUCT TYPE 3: BOND LINKED EQUITY SECURITIES

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**").

i) 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**").

ii) 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.

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.

1) Redemption Amount Component 1

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

2) 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

DESCRIPTION OF THE SECURITIES

- 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.

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.

1) Settlement Amount Component 1

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

2) 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.

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.

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.

PRODUCT TYPE 4: ALL TIME HIGH BOND LINKED EQUITY SECURITIES**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**").

i) 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**").

ii) 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.

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.

1) Redemption Amount Component 1

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

2) 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.

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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;

$R_{\text{final}}^{\text{best}}$ 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.

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.

1) Settlement Amount Component 1

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

2) 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.

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.

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.

PRODUCT TYPE 5: WIN-WIN BOND LINKED EQUITY SECURITIES

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**").

i) 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**").

ii) 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.

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.

1) Redemption Amount Component 1

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

2) 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 (-).

DESCRIPTION OF THE SECURITIES

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.

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.

1) Settlement Amount Component 1

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

2) 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.

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.

DESCRIPTION OF THE SECURITIES

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 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.

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.

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.

CONDITIONS OF THE SECURITIES

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.

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 Invalidation, Corrections
- § 10 Applicable Law, Place of Performance, Place of Jurisdiction

Part B – Product [and][,] 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: Fix Rate Reference Asset linked Securities

Product Type 2: Floating Rate Reference Asset linked Securities

- § 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Early Redemption]
- § 5 Payments, Deliveries
- [§ 6 Issuer's Extraordinary Call Right
- § 7 Replacement Reference Rate]

[Product Type 3: Bond linked Equity Securities [with Cap]

Product Type 4: All Time High [Cap] Bond Linked Equity Securities

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

[Product Type 5: Win-Win Bond Linked Equity Securities

- § 1 Definitions

CONDITIONS OF THE SECURITIES

§ 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

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.³
- (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. [*In the case of interest-bearing Securities, the following applies:* The right to receive interest is represented by the Global Note.]]
- (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 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

³ The Nominal Amount shall be not less than 1,000 Euro.

PART A – GENERAL CONDITIONS OF THE SECURITIES

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,

PART A – GENERAL CONDITIONS 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 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.

PART A – GENERAL CONDITIONS OF THE SECURITIES

§ 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 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.
- (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

PART A – GENERAL CONDITIONS OF THE SECURITIES

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]**

(the "Product [and] [,] Reference Asset Data [and Underlying Data]")

§ 1**Product Data**

[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>
[FX Screen Page:	<i>[Insert]</i>
[FX Exchange Rate:	<i>[Insert]</i>
[Interest Adjustment Amount:	<i>[Insert aggregate amount in respect of all Securities][in respect of each Interest Calculation Date][include schedule relating to each Interest Calculation Date][in the [Specified Currency][Reference Currency]</i>
[Interest Calculation Date:	<i>[Each] [Insert]</i>
[Interest Commencement Date:	<i>[Issue Date] [Insert]</i>
[Interest End Date:	<i>[Scheduled Reference Asset Maturity Date][Insert]</i>
[Interest Payment Date:	<i>[Insert] [[●] Banking Days following the respective Interest Calculation Date]</i>
[Interest Rate:	<i>[Insert]</i>
ISIN:	<i>[Insert]</i>
Issue Date:	<i>[Insert]</i>
Issue Price:	<i>[Insert]⁴</i>
Issuing Agent:	<i>[Insert name and address of the Issuing Agent]</i>

⁴ 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

[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>
[Leverage Factor:	<i>[Insert leverage factor in per cent.]]</i>
[Maturity Date:	<i>[Insert]]</i>
[Maximum Additional Redemption Amount:	<i>[Insert]]</i>
[Maximum Interest Rate:	<i>[Insert]]</i>
[Minimum Interest Rate:	<i>[Insert]]</i>
Nominal Amount:	<i>[Insert]</i>
[Number of Units:	<i>[Insert]]</i>
[Observation Date (k):	<i>[Insert]]</i>
[Participation Factor:	<i>[Insert]]</i>
[Participation Factor_{Best}:	<i>[Insert]]</i>
[Premium:	<i>[Insert]]</i>
[Principal Paying Agent:	<i>[Insert]]</i>
[R (initial):	<i>[Insert]]</i>
[Ratio:	<i>[Insert]]</i>
[Redemption Adjustment Amount:	<i>[Insert aggregate amount in respect of all Securities in the [Specified Currency]][Reference Currency]]</i>
[Registered Benchmark Administrator for Reference Rate]	<i>[yes][no]</i>
[Reference Price:	<i>[Insert]]</i>
[Reference Rate:	<i>[[•]-[Months]-[EURIBOR]][LIBOR]][MOSPRIME]][•]]</i>
[Reference Rate Financial Centre:	<i>[Insert]]</i>
[Reference Rate Maturity:	<i>[Insert]]</i>
[Reuters:	<i>[Insert]]</i>
[Scheduled Maturity Date:	<i>[Insert]]</i>
[Screen Page:	<i>[Insert]]</i>
Series Number:	<i>[Insert]</i>
[Specified Currency:	<i>[Reference Currency]][Insert]]</i>
[Specified Interest Amount:	<i>[Insert amount in respect of all Securities]] [in respect of each Interest Payment Date][include schedule relating to each Interest Payment Date]</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>

PART B- PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

Website for Notices: *[Insert]*
Website of the Issuer: *[Insert]*
[WKN: *[Insert]]*

§ 2

Reference Asset Data [and Underlying Data]

Reference Asset:	[Bond] [Loan] [Assignable loan (<i>Schuldscheindarlehen</i>)]
[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:	[<i>Insert threshold expressed as an absolute amount in the [Specified Currency][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] [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 [<i>Insert where Credit</i>]]

PART B- PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

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: [●]]

[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]

[Insert expected interest payment date]

[Insert interest amounts in Reference Currency or formula]]

[Insert interest amounts in Specified Currency or formula]]

[Insert interest adjustment amount(s)]]

]

[Scheduled Reference Asset Redemption Amount

[Redemption Adjustment Amount

[in the Reference Currency]

[in the Specified Currency]

in the [Specified Currency][Reference Currency]

[Insert expected redemption amounts in Reference Currency]]

[Insert expected redemption amounts in Specified Currency]]

[Insert redemption adjustment amount]]

]

[Scheduled Reference Asset Maturity Date:

[Insert expected maturity date]]

PART B- PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

[§ 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]</i> <i>[Net Return]</i> <i>[Total Return]</i> <i>[Excess Return]</i> <i>[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

PART B- PRODUCT AND REFERENCE ASSET DATA AND UNDERLYING DATA

successor page).]

[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: Fix Rate Reference Asset linked Securities

Product Type 2: Floating Rate Reference Asset linked Securities

[In the case of [Fix Rate] [Floating Rate] Reference Asset linked Securities, the following applies:

SECTION 1 - SPECIAL CONDITIONS OF THE SECURITIES

§ 1

Definitions

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

[Insert for Securities with Physical Settlement:

"**Acceleration Differential Amount**" means the acceleration differential amount as specified in § 4 (1) of the Special Conditions.]

"**Acceleration Redemption Amount**" means the acceleration redemption amount as specified in § 4 (1) of the Special Conditions.

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

[Insert for Securities with Interest Adjustment Amount(s) and/or a Redemption Adjustment Amount:

"**Adjustment Amount Value**" means the amount determined by the Calculation Agent on any day at any time during the term of the Securities equal to the net present value of [all Interest Adjustment Amount(s)] [and] [the Redemption Adjustment Amount] for the period from and including such determination day to the Scheduled Maturity Date based on prevailing swap rates as determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) without double counting for any [Scheduled Cashflow Value] [or] *[Insert for Securities with a built-in cross currency swap and where Reference Currency is equal to Specified Currency: Hedge Unwind Costs]* [expressed [in the Specified Currency] using the FX Exchange Rate at the applicable time as adjusted to account for any transactions related to the conversion of cashflows [from the Reference Currency into the Specified Currency] (in connection with the issuance of the Securities)]. For the purposes of determining the net present value above, the Adjustment Amount Value [in the Reference Currency] shall be discounted as if it was due on the relevant *[Insert if Interest Adjustment Amount(s) is applicable: Scheduled Reference Asset Interest Payment Date]* [or] *[Insert if Redemption Adjustment Amount is applicable: Scheduled Reference Asset Maturity Date]* [as applicable]].]

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

[Insert for Securities with Physical Settlement:

"**Aggregate Acceleration Delivery Amount**" means the amount equal to the sum of all Acceleration Delivery Amounts of the outstanding Securities, which are impacted by the Redemption Failure on the Acceleration Redemption Date multiplied by the Reference Asset Nominal Amount.]

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

[Insert if Leverage Factor is applicable:

"**Aggregate Leveraged Reference Asset Nominal Amount**" means the Aggregate Reference Asset Nominal Amount multiplied by the Leverage Factor.]

"**Aggregate Nominal Amount**" of the Securities is the amount specified as such in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

"**Aggregate Reference Asset Nominal Amount**" means the aggregate nominal amount of the Reference Asset as specified in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).

[Insert for Securities with Physical Settlement:

"**Alternative Acceleration Redemption Amount**" means the alternative acceleration redemption amount as specified in § 4 (3) of the Special Conditions.

[Insert if Risk Event "Unscheduled Redemption" or Credit Events "Restructuring" or "Governmental Intervention" is applicable:

"**Assets**" means each obligation, equity, amount of cash, securities, fee, 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 received, retained or becomes entitled to receive.]

[Insert if Risk Event "Unscheduled Redemption" or Credit Events "Restructuring" or "Governmental Intervention" is applicable:

"**Asset Package**" means any Assets (which may include the Reference Asset) that a Reference Holder received, retained or becomes entitled to receive for all or parts of the Reference Asset (including accrued but unpaid interest) [for whatever reason][following a Risk Event].]

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

[(1)] On the [Insert for Securities with Physical Settlement: relevant] 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 Valuation Asset in an amount equal to 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.

[(2)] If no quotation has been submitted for the Valuation Nominal Amount on the [Insert for Securities with Physical Settlement: relevant] Valuation Date, the Calculation Agent shall attempt during the Auction Period to obtain partial bid quotations in accordance with paragraph (1) 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 use the highest quotations until the Valuation Nominal Amount is reached and shall calculate the average value of such used 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.

For the avoidance of doubt, at the point in time where firm bid quotations in accordance with (2) for a Partial Quotation Amount have been received by the Calculation Agent, the auction will end.]

[(3)] If [no][neither a] quotation bid [nor a partial bid quotation] has been obtained or the Reference Asset Auction Value is equal to zero, an auction failure (the "**Auction**

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

Failure") shall have occurred. The occurrence of an Auction Failure shall be notified to the Security Holders pursuant to § 6 of the General Conditions (such notice being an "**Auction Failure Notice**").

["**Auction Failure**" means the auction failure as specified in the definition of "Auction".]

["**Auction Failure Notice**" means the auction failure notice as specified in the definition of "Auction".]

["**Auction Period**" means a period of

[five][●] Banking Days starting at and including the Valuation Date.]

[Insert if Specified Currency is Euro:

"**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 [*In the case of additional Banking Day Financial Centres, the following applies:* and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].]

[Insert if Specified Currency is not Euro or other Banking Day Financial Centres are applicable:

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Clearing System 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 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[Insert if Credit Event "Bankruptcy" or Custody Event is applicable:

"**Bankruptcy**" means in relation to the [*Insert if Credit Event "Bankruptcy" is applicable:* Reference Entity] [or] [*Insert if Custody Event is applicable:* the Custodian [(as the case may be)]] that such entity (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) 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 such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) 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 (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) 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; (7) 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 its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any

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jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.]

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

[Insert if Risk Event "Cashflow Discrepancy" is applicable:]

"Cashflow Discrepancy" means a discrepancy as determined by the Calculation Agent at any time during the term of the Securities caused by the fact that the Reference Asset fails for any reason to pay cashflows at an amount [equal] *[Insert if Material Amount is specified as applicable: not less than the Material Amount in relation]* to the Scheduled Reference Asset Interest Amounts or the Scheduled Reference Asset Redemption Amount [(each as specified in § 1 (*Product Data*) of Part B (*Product and Reference Data*))] scheduled to be paid to a Reference Holder [in the Reference Currency], on any Scheduled Reference Asset Interest Payment Date or the Scheduled Reference Asset Maturity Date, provided that the determination of the occurrence of such Cashflow Discrepancy shall be made [after the expiration of the Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period)][without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Asset].]

[Insert if Risk Event "Change in Law" is applicable:]

"Change in Law" means that, due to

- (i) an enactment, promulgation, execution or ratification of, or any change in or amendment to, any law, rule or regulation (including tax law) or the application or official interpretation of any law, rule or regulation (including tax law) or
- (ii) any action taken by an authority or brought to a court of competent jurisdiction that takes effect on or after the Issue Date, the Issuer determines in its reasonable discretion (§ 315 et seq. BGB) that:
 - (a) it is or will be unable to perform its obligations under the Securities, in whole or in part; or
 - (b) it has, or it will, become illegal or otherwise impossible for the Issuer and/or any of its Affiliates and/or a Reference Holder and/or a Reference Entity to hold, acquire, or dispose of or otherwise deal with assets (including but not limited to the Reference Asset) that are needed in order to hedge price risks or other risks with regard to obligations under the Securities; or
 - (c) it has, or it will, become illegal or otherwise impossible for the Issuer and/or any of its Affiliates and/or a Reference Holder and/or a Reference Entity to enter into any swap or hedging transactions in connection with the Securities, including (but not limited to) any currency hedging transaction, interest rate swap or asset swap transaction; or
 - (d) the Issuer or any of its Affiliates has incurred or will incur a materially increased cost in performing their obligations under the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or a requirement to pay any Tax or withhold for or on account of any Tax or other adverse effect on their tax position); or
 - (e) any event which has an analogous effect to any of the events specified in (a) to (d).]

["Credit Event" means any of the events specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).]

["Currency Disruption" means that due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union,

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withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX), the reliable determination of FX is impossible or impracticable.]

[Insert if Risk Event "Custody Event" is applicable:]

"**Custodian**" means [[●] which is the][a] custodian of the Reference Asset.

"**Custody Event**" means the occurrence of

- (i) Bankruptcy with respect to the Custodian or
- (ii) one or more of the following acts with respect to the Custodian:
 - (a) a failure to establish or to dissolve an account for the Specified Currency or the Reference Currency or the Reference Asset;
 - (b) it disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, an obligation to hold, acquire, transfer or otherwise care for the Reference Asset or any amount received under the Reference Asset ("**Reference Asset Amounts**") under any custody or similar arrangements entered into by the Reference Holder and any custodian;
 - (c) a failure to deliver or credit the Reference Asset Amount to the account or failure to deliver Reference Asset Amounts or the Reference Asset to a third party when instructed by the Reference Holder to do so, including but not limited to, failure to transfer beneficial ownership with respect to the Reference Asset Amount or the Reference Asset; and
 - (d) a breach of obligations or a failure to perform all or part of its obligations to the Reference Holder under any custodian or similar arrangements entered into by the Reference Holder in the manner customary, including but not limited to perform in a full and timely manner.]

"**Dealers**" 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 Valuation Asset as of the Valuation Date as selected by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) and with which the Issuer according to its regulations and/or internal policies and procedures is allowed to trade.

[Insert if any Credit Event other than "Bankruptcy" or "Failure to Pay" and "Default Requirement" is specified as applicable:]

"**Default Requirement**" means [the amount specified as such in § 2 (*Product Data*) of Part B (*Product and Reference Asset Data*)][Insert Reference Currency or Specified Currency] [10.000.000] [or its equivalent in the [Specified Currency]][Reference Currency].]

"**Delivery**" means to deliver, novate, transfer, assign or sell, as appropriate in accordance with its terms, applicable law and the relevant clearing system (if applicable) the Reference Asset and/or the applicable Asset Package (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to the Asset Package where only equitable title is customarily conveyed, all equitable title) and interest in the Reference Asset and/or the applicable Asset Package to the Security Holders.

"**Discount**" means the Discount as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[Insert in case of Securities with a EURIBOR as Reference Rate:]

"**Eurozone**" means the states and territories listed in the Annex to Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended.]

[Insert if Risk Event "FX Disruption Event" is applicable:]

"**Event Currency Jurisdiction**" means the country for which the Specified Currency or the Reference Currency (as the case may be) is the lawful currency.

[Insert if Credit Event "Failure to Pay" is applicable:]

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

"Failure to Pay" means [without regard to any grace period or any conditions precedent to the commencement of any grace period][after the expiration of the Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period)] applicable to the Reference Asset, [*Insert if Credit Events apply to Obligations: and/or any Obligation,*] the failure by the Reference Entity to make, when and where due, any payments under the Reference Asset [*Insert if Credit Events apply to Obligations: or under one or more of its Obligations*] [*Insert if "Payment Requirement" is specified as applicable: in an aggregate amount not less than the Payment Requirement (individually or collectively)*] in accordance with the terms of such Reference Asset [*Insert if Credit Events apply to Obligations: or such Obligation*] at the time of such failure.]

["FX" means the official fixing of the FX Exchange Rate as published by the Fixing Sponsor on the FX Screen Page (or any successor page).

"FX Disruption Event" means

- (i) any event that occurs on or after the Issue Date that makes it (for reasons beyond the control of the Issuer or any of its Affiliates) impossible or unreasonable to
 - (a) convert the Reference Currency into the Specified Currency or vice versa on a day on which a currency conversion is required or
 - (b) deliver or take delivery of (a) the Specified Currency or the Reference Currency from accounts inside the Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction or (b) the Specified Currency or the Reference Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction on a day on which a currency delivery is required, including but not limited to:
 - (A) the inability to obtain the FX Exchange Rate on the FX Valuation Date on the relevant FX Screen Page;
 - (B) the occurrence of an event or circumstance that makes it impossible or unreasonable for the Calculation Agent to obtain a firm quote to determine the FX Exchange Rate for an amount that equals the Reference Asset Interest Amount or the Reference Asset Redemption Amount;
 - (C) the enforcement of any applicable law or the adoption of, or any change in, any applicable law after the Issue Date which has the effect of imposing any exchange controls, limitations or restrictions on the convertibility of the Reference Currency into the Specified Currency or vice versa,

which occurs and subsists for [5][●] or more subsequent Banking Days; or

- (ii) the occurrence of a Currency Disruption; and
- (iii) any event which has an analogous effect to any of the events specified in (i) and (ii).

The occurrence of an FX Disruption Event shall be notified to the Security Holders pursuant to § 6 of the General Conditions.

"FX Exchange Rate" means the exchange rate [for the conversion of [the Specified Currency into the Reference Currency] [the Reference Currency into the Specified Currency]] [as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)].

"FX Screen Page" means the screen page specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

"Fixing Sponsor" means the fixing sponsor specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

"FX Valuation Date" means

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[Insert in case of Securities with FX spot rate conversions:

- (i) the [third][●] Banking Day following the [Scheduled] Reference Asset Interest Payment Date or the [Scheduled] Reference Asset Maturity Date (as the case may be);
- [(i)][(ii)] the Risk Event Calculation Date; or
- [(ii)][(iii)] any other date on which a conversion of any currency is required under these Terms and Conditions, provided that, if a FX Disruption Event occurs, then subject to the Acceleration Condition set forth in § 4 of the Special Conditions being met, the FX Valuation Date shall be
 - (a) the [first][●] Banking Day following the day on which such FX Disruption Event ceased to exist; or
 - (b) the Risk Event Calculation Date.]]

[Insert if Credit Event "Restructuring", "Governmental Intervention" or "Repudiation/Moratorium" is applicable:

"Governmental Authority" means:

- (i) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);
- (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (iii) 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
- (iv) any other authority which is analogous to any of the entities specified in sections (i) to (iii).]

[Insert if Credit Event "Governmental Intervention" is applicable:

"Governmental Intervention" means that, with respect to the Reference Asset [Insert where Credit Events apply to Obligations: and/or any Obligation] [Insert if "Default Requirement" is specified as applicable: in relation to an aggregate amount of not less than the Default Requirement], any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority 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:

- (i) any event which would affect creditors' rights so as to cause:
 - (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
 - (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
 - (c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium; or
 - (d) a change in the ranking in priority of payment of the Reference Asset [Insert where Credit Events apply to Obligations: and/or any Obligation], causing the subordination of such Reference Asset [Insert where Credit Events apply to Obligations: and/or any Obligation] to any other Reference Asset [Insert where Credit Events apply to Obligations: and/or any Obligation];
- (ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Asset [Insert where Credit Events apply to Obligations: or Obligation];

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- (iii) a mandatory cancellation, conversion or exchange; or
- (iv) any event which has an analogous effect to any of the events specified in (i) to (iii).]

[Insert if "Grace Period" in respect of "Cash Flow Discrepancy" or "Failure to Pay" is specified as applicable:]

"Grace Period" means [the lesser of (i)] [the period specified as such in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)] [and (ii)] [any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Asset *[Insert if Credit Events apply to Obligations: or the relevant Obligation,]* in its terms and conditions as in effect on the Issue Date in respect of any payments on the Reference Asset *[Insert if Credit Events apply to Obligations: or such Obligation].]*

["Hedge Unwind Costs" means an amount equal to [(i)]any costs including the transaction costs and any prepayment indemnity incurred by unwinding any swaps and hedging transactions (including but not limited to the Scheduled Cashflow Value) entered into in connection with the Securities, including (but not limited to) any currency hedging transactions interest rate swaps, or asset swap transactions][and (ii) all costs or expenses incurred (including, but without limitation to, any loss suffered, or costs or expenses arising out of the imposition of any tax or stamp duty to the Issuer, which will or actually does affect the economic value of the Securities) by the Issuer and its Affiliates in connection with this issuance and the early redemption of the Securities *[Insert for Securities with a built-in cross currency swap: (other than costs included in limb of Hedge Unwind Costs)]* (without duplication of amounts calculated in (i))[•]. This amount will be determined by the Calculation Agent in its reasonable discretion (§315 et seq. BGB)*[Insert if the Hedge Unwind Costs are in a different currency than the Reference Currency:, converted into the Reference Currency at the FX Exchange Rate on the relevant day, as the case may be,]* and notified pursuant to § 6 of the General Conditions.]

[Insert if Risk Event "Hedging Disruption" is applicable:]

"Hedging Disruption" means that the Issuer determines in its reasonable discretion (§ 315 BGB), that:

- (i) it is unable to enter into, continue or settle transactions or acquire, exchange, hold or sell assets (including, but not limited to the Reference Asset) in order to hedge price risks or other risks with regard to obligations under the Securities under financial conditions equivalent to those applying on the Issue Date; or
- (ii) it has received payments from transactions or assets that it enters into or holds in order to hedge price risks or other risks with regard to obligations under the Securities from which an amount is required to be deducted or withheld for or on account of a Tax; or
- (iii) to realise, reclaim or pass on proceeds from such transactions or assets [or
- (iv) a Sanctions Event has occurred].]

[Insert for Securities with Physical Settlement:]

"Initial Valuation Date" means the initial valuation date as specified in (i) of the definition of "Valuation Date".

[Insert if Interest Adjustment Amount(s) are applicable:]

"Interest Adjustment Amount" means the amount in respect of all Securities in the [Reference Currency][Specified Currency] specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*) in respect of each Interest Calculation Date.]

["Interest Amount" means the Interest Amount as determined pursuant to § 2 (1) of the Special Conditions.]

["Interest Calculation Dates" means [the dates specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)] [the Interest Calculation Dates as specified in § 2 [•] of the Special Conditions].]

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

"Interest Commencement Date" means the Interest Commencement Date as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[Insert in case of Floating Rate Securities:

"Interest Determination Date" means the [first][second][last] [*insert other number*] [TARGET] [London] [*insert other financial centre*] Banking Day [prior to] [the commencement] [the end] of the respective Interest Period. [[TARGET] [London] [*insert other financial centre*] Banking Day means a day on which [TARGET2 is ready for operation] [commercial banks in [London] [*insert city*] are open for business (including foreign exchange business)].

"Interest End Date" means the Interest End Date as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

"Interest Payment Dates" means the dates specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

"Interest Period" means [the] [each] period from the Interest Commencement Date [(including)][(excluding)] to the first [Scheduled Reference Asset Interest Payment Date] [Interest Calculation Date] [Interest Payment Date] [(including)][(excluding)] and from each [Scheduled Reference Asset Interest Payment Date] [Interest Calculation Date] [Interest Payment Date] [(including)][(excluding)] to the respective following [Scheduled Reference Asset Interest Payment Date] [Interest Calculation Date] [Interest Payment Date] [(including)][(excluding)]. The last Interest Period ends on the Interest End Date [(including)][(excluding)].]

"Issue Date" means the date specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

[Insert if Leverage Factor is applicable:

"Leverage Loss Adjustment Amount" means an amount determined as the product of:

- (i) (a) the Aggregate Leveraged Reference Asset Nominal Amount less (b) the Aggregate Reference Asset Nominal Amount; and
- (ii) 100% less the Reference Asset Auction Value.

"Leverage Factor" means the factor specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[Insert if Risk Event "Cashflow Discrepancy" and "Material Amount" is applicable:

"Material Amount" means [the amount specified as such in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)] [*Insert Reference Currency or Specified Currency*] [1,000,000] [or its equivalent in the [Specified Currency][Reference Currency], as of the occurrence of the relevant Credit Event.]]

"Maturity Date" means the Scheduled Maturity Date, unless a Risk Event occurs, then the Acceleration Redemption Date [*Insert for Securities with Physical Settlement:* or, in case of a Redemption Failure Notice, the Alternative Acceleration Redemption Date] pursuant to § 4 of the Special Conditions (as the case may be) shall be the Maturity Date.

[In case of Floating Rate Securities with Maximum Interest Rate the following applies:

"Maximum Interest Rate" means the Maximum Interest Rate as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[In case of Floating Rate Securities with Minimum Interest Rate the following applies:

"Minimum Interest Rate" means the Minimum Interest Rate as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

"Nominal Amount" means the Nominal Amount per Security as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

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

"**Number of Units**" means the Number of Units as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

[Insert if Credit Events also apply to Obligations:

"**Obligation**" means with respect to the Reference Entity any obligation, either directly or as provider of a guarantee (which term shall include, but is not limited to any arrangement structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement), for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit), provided that the Reference Asset will always be an Obligation.]

[Insert if Credit Event "Obligation Acceleration" is applicable:

"**Obligation Acceleration**" means the Reference Asset [Insert if Credit Events apply to Obligations: and/or any Obligation] [Insert if "Default Requirement" for Obligation Acceleration is specified as applicable: in an aggregate amount not less than the Default Requirement] has become due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of default, event of default or another similar condition or event (however described) [Insert if Credit Event "Failure to Pay" is applicable: , other than a failure to make any required payment, in respect of the Reference Asset [Insert if Credit Events apply to Obligations: or the Obligation]].]

[Insert if Credit Event "Obligation Default" is applicable:

"**Obligation Default**" means that the Reference Asset [Insert if Credit Events apply to Obligations: and/or any Obligation] [Insert if "Default Requirement" is specified as applicable: in an aggregate amount not less than the Default Requirement] has become capable of being declared due and payable before it would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described) [Insert if Credit Event "Failure to Pay" is applicable: , other than a failure to make any required payment, in respect of the Reference Asset [Insert if Credit Events apply to Obligations: or the Obligation], provided that the determination of the occurrence of an Obligation Default shall be made without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Asset [Insert if Credit Events apply to Obligations: or the Obligation] [any event or circumstance which may with giving notice by the holders of the Reference Asset [Insert where Credit Events apply to Obligations: or the Obligation] (or the relevant quorum of holders of the Reference Asset [Insert if Credit Events apply to Obligations: or the Obligation]) or the lapse of time or both, result in the Reference Asset [Insert where Credit Events apply to Obligations: or the Obligation] becoming due and payable before it would have been due and payable, as the case may be, and as a result of, or on the basis of, the occurrence of a default, event of default or similar condition or event (howsoever described) in accordance with the terms of the Reference Asset [Insert if Credit Events apply to Obligations: or the Obligation] or otherwise.]

"**Partial Quotation Amounts**" means the partial quotation amounts as specified in the definition of "Auction".

[Insert if Credit Event "Failure to Pay" and "Payment Requirement" is applicable:

"**Payment Requirement**" means [the amount specified as such in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)] [Insert Reference Currency] [Insert Reference Currency or Specified Currency] [1,000,000] [or its equivalent in the [Specified Currency][Reference Currency], as of the occurrence of the relevant Credit Event.]]

[Insert for Securities with Physical Settlement:]

"Physical Settlement Adjustment Amount" means an amount, subject to a minimum of zero, determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) by dividing (i) the Hedge Unwind Costs [Insert if Leverage Factor is specified as applicable: plus the Leverage Loss Adjustment Amount determined as of the Initial Valuation Date] [Insert if Interest Adjustment Amount and/or Redemption Adjustment Amount is applicable: plus the Adjustment Amount Value] (ii) by the Reference Asset Auction Value determined as of the Initial Valuation Date. In case of an Auction Failure the Physical Settlement Adjustment Amount shall be deemed to be equal to the Aggregate Reference Asset Nominal Amount.]

[Insert if "Grace Period" in respect of "Cash Flow Discrepancy" is specified as applicable:]

"Potential Cash Flow Discrepancy" means a discrepancy as determined by the Calculation Agent at any time during the term of the Securities caused by the fact that the Reference Asset fails for any reason to pay cashflows at an amount [exactly corresponding] [Insert if Material Amount is specified as applicable: not less than the Material Amount in relation] to the Scheduled Reference Asset Interest Amounts or the Scheduled Reference Asset Redemption Amount [(each as specified in § 1 (Product Data) of Part B (Product and Reference Data))] scheduled to be paid to a Reference Holder [in the Reference Currency], on any Scheduled Reference Asset Interest Payment Date or the Scheduled Reference Asset Maturity Date, provided that the determination of the occurrence of such Cashflow Discrepancy shall be made without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Asset.]

[Insert if "Grace Period" in respect of "Failure to Pay" is specified as applicable:]

"Potential Failure to Pay" means the failure by the Reference Entity to make, when and where due, any payments [Insert if "Payment Requirement" is specified as applicable: in an aggregate amount of not less than the Payment Requirement] under the Reference Asset [Insert where Credit Events apply to Obligations: or one or more Obligations], in accordance with the terms of such Reference Asset [Insert if Credit Events apply to Obligations: or such Obligation] at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Reference Asset [Insert if Credit Events apply to Obligations: or such Obligation].]

"Potential Risk Event" means [any event [, determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) and], which with the giving of notice or the lapse of time or both, would constitute a Risk Event] [that [Insert where Cash Flow Discrepancy is specified applicable: a Potential Cash Flow Discrepancy] [or] [Insert where Failure to Pay is specified applicable: a Potential Failure to Pay] has occurred on or prior to an Interest Payment Date or the [Scheduled] Maturity Date and the applicable Grace Period has not expired].]

"Premium" means the Premium as specified in § 1 (Product Data) of Part B (Product and Reference Asset Data).]

[Insert if Redemption Adjustment Amount is applicable:]

"Redemption Adjustment Amount" means the amount in respect of all Securities in the [Specified Currency][Reference Currency] specified as such in § 2 (Reference Asset Data) of Part B (Product and Reference Asset Data).]

[Insert for Securities with Cash Settlement:]

"Redemption Amount" means the Redemption Amount as calculated according to § 3 (1) of the Special Conditions.]

"Redemption Failure " means the redemption failure as specified in § 4 (2) of the Special Conditions.

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

"Redemption Failure Notice" means the redemption failure notice as specified in § 4 (2) of the Special Conditions.

[Insert for Securities with Physical Settlement:

"Redemption Delivery Amount" means the Redemption Delivery Amount as calculated according to § 3 (1) of the Special Conditions.]

"Reference Asset" means the obligation specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).

"Reference Asset Auction Proceeds"

[Insert for Securities with Cash Settlement:

means a cash amount in the Reference Currency equal to

(i) the product of the Reference Asset Auction Value and

(ii) the Aggregate [Leveraged] Reference Asset Nominal Amount

[(iii) divided by the Leverage Factor].]

[Insert for Securities with Physical Settlement:

means a cash amount in the Reference Currency equal to

(i) the product of the Reference Asset Auction Value determined as of the Subsequent Valuation Date and

(ii) the Aggregate Acceleration Delivery Amount.]

The Reference Asset Auction Proceeds may be equal to zero.

[The Reference Asset Auction Proceeds shall be converted by the Calculation Agent into the Specified Currency using the FX Exchange Rate as per the FX Valuation Date and][The amount so determined] shall be rounded [*If amount is denominated in Euro, the following applies: up or down to the nearest 0.01 Euro, with 0.005 Euro being rounded [upwards][always downwards]*] [*If the Specified Currency is not Euro, the following applies: up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded [upwards][always downwards]*] [*Insert other rounding provision.*]

"Reference Asset Auction Value" means the auction price determined by means of an Auction for the Valuation Asset on the [Insert for Securities with Physical Settlement: relevant] Valuation Date.

"Reference Asset Interest Amount" means an amount equal to the sum of all amounts of interest or other distributions on the Reference Asset that are actually received by a Reference Holder [in the Reference Currency] on a Reference Asset Interest Payment Date or any other date referred to in the Terms and Conditions in respect of the [Aggregate Reference Asset Nominal Amount][Aggregate Leveraged Reference Asset Nominal Amount] during the interest period ending on or immediately preceding the relevant Reference Asset Interest Payment Date net of any duties, withholding taxes, or reasonable fees or commissions.

"Reference Asset Interest Payment Date" means the date on which a Reference Holder has actually received the Reference Asset Interest Amount for the period ending on or immediately prior to such Reference Asset Interest Payment Date.]

"Reference Asset [Interest][Reference] Rate" means the relevant interest rate and maturity as specified in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).]

[Insert for Securities with Physical Settlement:

"Reference Asset Nominal Amount" means the reference asset nominal amount specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).]

"Reference Asset Redemption Amount" means the sum of all amounts of payment or repayment of principal that are actually received by a Reference Holder [in the Reference

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

Currency] on the Reference Asset Maturity Date in respect of the [Aggregate Reference Asset Nominal Amount][Aggregate Leveraged Reference Asset Nominal Amount] net of any duties, including withholding taxes, or reasonable fees or commissions.]

"Reference Asset Maturity Date" means the date on which a Reference Holder has actually received the Reference Asset Redemption Amount [or *[insert date]* if this is a later date].

[Insert if Risk Event "Reference Asset Value Event" is applicable:

"Reference Asset Value" means the value expressed as a percentage equal to the bidside market value of the Reference Asset (including accrued but unpaid interest). For the purpose of determining the bidside market value of the Reference Asset, the Calculation Agent shall attempt to obtain firm bid quotations from at least [3][●] Dealers in accordance with prevailing market practice at the applicable time for a Nominal Amount equal to the Aggregate *[Insert if Leverage Factor is applicable: Leveraged]* Reference Asset Nominal Amount. The Reference Asset Value shall be equivalent to

- (i) if more than three firm bid quotations are obtained, the arithmetic mean of such firm bid quotations, disregarding the firm bid quotations having the highest and lowest values (and, if two or more of such firm bid quotations have the same highest value or lowest value, then one of such highest or lowest firm bid quotations shall be disregarded);
- (ii) if exactly three firm bid quotations are obtained, the firm bid quotation remaining after disregarding the highest and lowest firm bid quotations (and, if any of such firm bid quotations have the same highest value or lowest value, then one of such highest or lowest firm bid quotations shall be disregarded);
- (iii) if exactly two firm bid quotations are obtained, the arithmetic mean of such firm bid quotations;
- (iv) if only one firm bid quotation is obtained, such firm bid quotation.

If it is impossible for the Calculation Agent to obtain at least one firm bid for [5][●] subsequent days, then the Reference Asset Value shall be zero.

"Reference Asset Value Event" means an event that occurs when the Calculation Agent at any time during the term of the Securities calculates that the result of

- (i) the Reference Asset Value multiplied by the Aggregate *[Insert if Leverage Factor is applicable: Leveraged Reference Asset Nominal Amount minus the Leveraged Reference Asset Nominal Amount plus the Aggregate]* Reference Asset Nominal Amount, minus
- (ii) the Scheduled Cashflow Value is a number equal or lower to the Reference Asset Value Threshold.

"Reference Asset Value Threshold" means the amount specified [in the Reference Currency][in the Specified Currency] as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).]

"Reference Currency" means the currency [in which the Reference Asset is denominated on the Issue Date] as specified in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).

"Reference Entity" means the entity specified as Reference Entity in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset 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 which is domiciled in [the jurisdiction of the Issuer of the Securities][●].

[In the case of Floating Rate Securities the following applies:

"Reference Rate" means the Reference Rate as specified in § 2 of the Special Conditions.

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

["Reference Rate Call Event" means [each of] the following event[s]: no suitable Replacement Reference Rate (as specified in § 7 (1) of the Special Conditions) is available; whether this is the case shall be determined by the Calculation in its reasonable discretion (§ 315 BGB).]

["Reference Rate Financial Centre" means the Reference Rate Financial Centre as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[In the case of Floating Rate Securities the following applies:

["Reference Rate Maturity" means the Reference Rate Maturity as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset 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.]

["Registered Benchmark Administrator for Reference Rate" means that the Reference Rate is administered by an administrator who is registered in a register pursuant to Article 36 of the Benchmark Regulation as specified in § 1 of the Product Data.]

[Insert if Reference Entity is a sovereign:

"Repudiation/Moratorium" means that an authorized officer of the Reference Entity or a Governmental Authority

- (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, the Reference Asset *[Insert if Credit Events apply to Obligations: and/or any Obligation]* *[Insert if "Default Requirement" is applicable: with an aggregate amount not less than the Default Requirement]* or
- (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation].]*

[Insert if Credit Event "Restructuring" is applicable:

"Restructuring" means that, with respect to the Reference Asset *[Insert if Credit Events apply to Obligations: and/or any Obligation]* *[Insert if "Default Requirement" is applicable: with an aggregate amount not less than the Default Requirement,]* any one or more of the following events occurs in a form that binds all holders of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]*, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]* to bind all holders of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]* or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]* (including, in each case, in respect of bonds only, by way of an exchange), [and such event is not expressly provided for under the terms of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]* in effect as of the later of the Issue Date and the date as of which the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]* is issued or incurred]:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (ii) a reduction in the amount of principal or premium payable at maturity (including by way of redenomination);
- (iii) a postponement or other deferral of a date or dates for either (a) the payment or accrual of interest or (b) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of the Reference Asset *[Insert if Credit Events apply to Obligations: or the Obligation]*, causing a subordination of such

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

Reference Asset [*Insert if Credit Events apply to Obligations: and/or any Obligation*] to any other obligation of the Reference Entity]; or

- (v) any change in the currency of any payment of interest, principal or premium to any currency.]

"**Risk Event**" means any of the events specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).

[Insert for Securities with Cash Settlement:

"**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 Reference Holder having received the proceeds of the sale of the Reference Asset and/or any Asset Package.]

[Insert for Securities with Physical Settlement:

"**Risk Event Calculation Date**" means the date on which the Calculation Agent calculates the Acceleration Delivery Amount or the Alternative Acceleration Redemption Amount. The calculation has to be done as soon as reasonably practicable

- (i) after the Acceleration Condition is met and
- (ii) in case of a Redemption Failure Notice after the later of:
- (a) the [●] Banking Days following the publication of a Redemption Failure Notice and
- (b) the Reference Holder having received the proceeds of the sale of the Reference Asset and/or any Asset Package following a Redemption Failure Notice (if applicable).]

"**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., [London][*insert other financial center*] time, on the Issue Date to 11:59 p.m., [London] [*insert other financial center*] time, on the [Scheduled] Maturity Date.

[Insert if Risk Event "Hedging Disruption" and "Sanctions Event" is applicable:

"**Sanctions Event**" means (i) 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 by any competent authority in any member state), the Hong Kong Markets Authority and/or the United Nations (in each case, "**Sanctions**") and (ii) 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.]

[Insert if Risk Event "Cashflow Discrepancy" and/or "Reference Asset Value Event" is applicable:

"**Scheduled Cashflows**" means in respect of a Reference Asset on any day and at any time during the term of the Securities all Scheduled Reference Asset Interest Amounts and the Scheduled Reference Asset Redemption Amount falling due on or after such day.

"**Scheduled Cashflow Value**" means a value calculated by the Calculation Agent on any day at any time during the term of the Securities equal to the result of

- (i) the net present value of the Scheduled Cashflows in the Reference Currency minus

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

- (ii) the net present value of the Scheduled Cashflows in the Specified Currency in each case for the period from and including such day to the Scheduled Maturity Date based on prevailing swap rates as determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) without double counting for any *[Insert if Interest Adjustment Amount and/or Redemption Adjustment Amount is applicable: Adjustment Amount Value]* [or] [Hedge Unwind Costs] and expressed in the Reference Currency using the FX Exchange Rate at the applicable time as adjusted to account for any cross-currency basis swap charges from the Reference Currency into the Specified Currency]

[Insert if Interest Adjustment Amount and/or Redemption Adjustment Amount is applicable:

[(iii) minus the Adjustment Amount Value].

For the purposes of determining the net present values above, each Scheduled Cashflow in the Reference Currency and Scheduled Cashflow in the Specified Currency shall be discounted as if it was due on the relevant Scheduled Reference Asset Interest Payment Date or Scheduled Reference Asset Maturity Date (as applicable).]

"Scheduled Maturity Date" means [the date specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*)] [a day no later than the [second][●] Banking Day following the relevant FX Valuation Date where FX Valuation Date refers to the Reference Asset Maturity Date] [the [●] Banking Day following the Scheduled Reference Asset Maturity Date].

[Insert if Scheduled Reference Asset Interest Amount is applicable:

"Scheduled Reference Asset Interest Amount" means [the amount specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*)] [an amount equal to the sum of all amounts of interest or other distributions thereon that are scheduled to be received by a Reference Holder in the Reference Currency on a Scheduled Reference Asset Interest Payment Date in respect of the [Aggregate Reference Asset Nominal Amount] [Aggregate Leverage Reference Asset Nominal Amount] during the interest period ending on or immediately preceding the relevant Scheduled Reference Asset Interest Payment Date net of any duties, withholding taxes, or reasonable fees or commissions].]

"Scheduled Reference Asset Interest Payment Date" means any date specified as the Scheduled Reference Asset Interest Payment Date in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).]

"Scheduled Reference Asset Maturity Date" means the date specified as the Scheduled Reference Asset Maturity Date in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*).

[Insert if Scheduled Reference Asset Redemption Amount is applicable:

"Scheduled Reference Asset Redemption Amount" means [the amount specified as such in § 2 (*Reference Asset Data*) of Part B (*Product and Reference Asset Data*)] [an amount equal to the sum of all amounts of redemption or other distributions thereon that are scheduled to be received by a Reference Holder in the Reference Currency on a Scheduled Reference Asset Maturity Date in respect of the [Aggregate Reference Asset Nominal Amount] [Aggregate Leveraged Reference Asset Nominal Amount] net of any duties, withholding taxes, or reasonable fees or commissions].]

"Screen Page" means the Screen Page and, if applicable, the relevant heading as indicated in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*). If that page is replaced or if the relevant service is no longer available, the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) shall specify another Screen Page on which the Reference Rate is displayed. This new Screen Page will be published in accordance with § 6 of the General Conditions.]

"Security Holder" means the holder of a Security.

"Settlement Date" means the date as specified in § 5 of the Special Conditions.

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"Settlement Deferral Condition" means in respect of the deferral of an Interest Payment Date or the [Scheduled] Maturity Date that a Potential Risk Event has occurred.]

[Insert for Securities with Physical Settlement:

"Subsequent Valuation Date" means the subsequent valuation date as specified in (ii) of the definition of "Valuation Date".]

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

[Insert if Specified Interest Amount is applicable:

"Specified Interest Amount" means the interest amount specified as such in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*) in relation to each Interest Payment Date.]

[Insert for Securities with Physical Delivery:

"Supplemental Cash Amount" means the cash amount equal to the value of the non-deliverable fractions of the Reference Asset or any Asset Package (if applicable) [*Insert if Reference Currency is not equal to Specified Currency:*, converted by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) into the Specified Currency using the FX Exchange Rate as per the respective Valuation Date], if the calculation of the [Redemption Delivery Amount or]the Acceleration Delivery Amount[, as applicable] leads to a non-deliverable fraction of the Reference Asset or any Asset Package (if applicable).

For such purposes the value of any Supplemental Cash Amount [(i) with respect to the Redemption Delivery Amount shall be the fair market value determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as of the [Maturity Date][*insert date*];][(i)][(ii)] with respect to the Acceleration Delivery Amount shall be determined by using the Reference Asset Auction Value determined as of the Initial Valuation Date.]

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

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of this issuance including stamp, registration, documentation or similar tax.

[Insert in case Unscheduled Redemption is specified as applicable:

"Unscheduled Redemption" means the occurrence of any of the following events at any time during the term of the Securities:

- (i) the Reference Asset is redeemed, retired, cancelled (in whole or in part) whether in accordance with the terms of the Reference Asset or not or
- (ii) the Reference Asset is exchanged to one or more Asset Package in whole or in part on or prior to the Scheduled Reference Asset Maturity Date, or
- (iii) any other event which has substantially the same effects as any of the foregoing events (or any combination thereof), other than a redemption in full of the Reference Asset on the Scheduled Reference Asset Maturity Date.]

"Valuation Asset" means the Reference Asset and/or the Asset Package, as the case may be.

[Insert for Securities with Cash Settlement:

"Valuation Date" means any Banking Day selected by the Calculation Agent using reasonable discretion (§ 315 et seq BGB) falling no later than ten (10) Banking Days following the day on which the Acceleration Condition has been fulfilled.]

[Insert for Securities with Physical Delivery:

"Valuation Date" means

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

(i) in relation to the determination of the Acceleration Delivery Amount and the related Supplemental Cash Amount, if any, any Banking Day selected by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) falling no later than ten (10) Banking Days following the day on which the Acceleration Condition has been fulfilled (the "**Initial Valuation Date**"), and

(ii) in relation to the determination of the Alternative Acceleration Redemption Amount following a Redemption Failure Notice, any Banking Day selected by the Calculation Agent using reasonable discretion (§ 315 et seq. BGB) falling no later than ten (10) Banking Days following the day on which the Redemption Failure Notice has been published (the "**Subsequent Valuation Date**").]

[Insert for Securities with Cash Settlement:

"**Valuation Nominal Amount**" means the [Aggregate Reference Asset Nominal Amount] [Aggregate Leveraged Reference Asset Nominal Amount].]

[Insert for Securities with Physical Delivery:

"**Valuation Nominal Amount**" means

(i) in relation to the determination of the Acceleration Delivery Amount and the related Supplemental Cash Amount, if any, the [Aggregate Reference Asset Nominal Amount] [Aggregate Leveraged Reference Asset Nominal Amount], and

(ii) in relation to the determination of the Alternative Acceleration Redemption Amount following a Redemption Failure Notice, the Aggregate Acceleration Delivery Amount.]

"**Website for Notices**" means the website for notices as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

"**Website of the Issuer**" means the website of the Issuer as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).

§ 2

Interest

[Insert if the Securities are zero coupon Securities:

The Securities do not bear interest.]

[Insert if the Securities pay interest:

(1) Subject to circumstances set forth in § 4 [and § 6] of the Special Conditions each Security shall bear interest on its Nominal Amount [from the Interest Commencement Date [(including)][(excluding)] to the Interest End Date [(including)][(excluding)] [at the [respective] Interest Rate].]

[(2) [Insert if the Securities are fixed rate Securities and the interest payments under the Securities are not pass-through Reference Asset Linked Securities: "**Interest Rate**" means the [respective] Interest Rate [for the respective Interest Period] as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*).]

[Insert if the Securities are floating rate Securities: "**Interest Rate**" means the [respective] Reference Rate [for the respective Interest Period] as specified in this § 2 (3) of the Special Conditions [, plus the Premium][, minus the Discount].

[Maximum Interest Rate: If the Interest Rate determined for [an][the] Interest Period in accordance with the provisions above is higher than the Maximum Interest Rate, then the Interest Rate for that Interest Period is the Maximum Interest Rate.]

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[*Minimum Interest Rate*: If the Interest Rate determined for [an][the] Interest Period in accordance with the provisions above is lower than the Minimum Interest Rate, then the Interest Rate for that Interest Period is the Minimum Interest Rate.]

- (3) *Reference Rate*: "**Reference Rate**" means the Reference Rate as specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*) for deposits in the Specified Currency for the corresponding Reference Rate Maturity displayed on the Screen Page at [11:00 a.m.] [insert other time] [insert Reference Rate Financial Centre] time on the relevant Interest Determination Date.

[*Insert in case of interest rate interpolation*: The Reference Rate for the [first][last] Interest Period, which ends on the [first][last] Interest Payment Date, will be specified by way of linear interpolation of the [insert relevant reference rate] and the [insert relevant reference rate] (each expressed as a per cent rate per annum) as displayed on the Screen Page at [11:00 a.m.] [insert other time] [insert Reference Rate Financial Centre] time on the relevant Interest Determination Date.)]

If either the Screen Page is not available or no offered rate is displayed at the time specified, the Calculation Agent will ask each of four major banks in the [Eurozone interbank market][London interbank market][insert other market] determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) (each a "**Reference Bank**") to quote the rate at which they are offering deposits in the Specified Currency for the corresponding Reference Rate Maturity in a representative amount to leading banks in the [London interbank market][Eurozone interbank market][insert other market] at approximately [11:00 a.m.] [insert other time] [insert Reference Rate Financial Centre] time on the relevant Interest Determination Date.

In the event that two or more Reference Banks provide the Calculation Agent with such quotations, the Reference Rate for the relevant Interest Period shall be the arithmetic mean of those quotations (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with 0.000005 rounded upwards).

In the event that on an Interest Determination Date no or only one Reference Bank provides the Calculation Agent with such a quotation, the relevant Reference Rate shall be the arithmetic mean (rounded as described above) of the rates at which major banks in the Reference Rate Financial Centre selected by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) are offering loans in the Specified Currency for the relevant Reference Rate Maturity in a representative amount to leading European banks at approximately [11:00 a.m.] [insert in case of MosPrime as Reference Rate: 12:30 p.m.] [insert other time] [insert Reference Rate Financial Centre] time at the Reference Rate Financial Centre on that Interest Determination Date.]]

- [(2)][(3)][●] The interest amount (the "**Interest Amount**") per Security shall be equal to

[*Insert in case of pass-through and fixed rate Reference Asset Linked Securities*:

- (i) the [In case of specified amount applicable: Specified Interest Amount][In case of expected amount applicable: Scheduled Reference Asset Interest Amount][In case of received amount applicable: Reference Asset Interest Amount] [in the Specified Currency] [less the Interest Adjustment Amount], [each such amount in relation to the [Scheduled Reference Asset Interest Payment Date][Reference Asset Interest Payment Date]]
- (ii) divided by the Number of Units.]

[*Insert in case of all Securities other than pass-through Reference Asset Linked Securities*:

the product of the Interest Rate, the Nominal Amount and the Day Count Fraction.

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"**Day Count Fraction**" for the purpose of calculating the Interest Amount for an Interest Period means:

[Insert in case of all Securities to which "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2000 is applicable:

the number of days in the Interest Period divided by 360, with the number of days being calculated on the basis of a year with 360 days and with 12 months at 30 days each (unless (A) the last day of the Interest Period is the 31st day of a month and the first day of the Interest Period is neither the 30th nor the 31st day of a month, in which case the month containing this day shall not be treated as a month shortened to 30 days, or (B) the last day of the Interest Period is the last day of the month of February, in which case the month of February is not to be treated as a month extended to 30 days).]

[Insert in case of all Securities to which "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2006 is applicable:

the number of days in the Interest Period divided by 360, calculated using the following formula:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"**Y₁**" is the year, expressed as a number, into which the first day of the Interest Period falls;

"**Y₂**" is the year, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"**M₁**" is the calendar month, expressed as a number, into which the first day of the Interest Period falls;

"**M₂**" is the calendar month, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"**D₁**" is the first calendar day of the Interest Period, expressed as a number, unless that number is 31, in which case D1 is equal to 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day of the Interest Period, unless that number is 31 and D1 is greater than 29, in which case D2 is equal to 30.]

[Insert in case of all Securities to which "30E/360" or "Eurobond Basis" in accordance with ISDA 2000 (German interest calculation method) is applicable:

the number of days in the Interest Period divided by 360, with the number of days being calculated on the basis of a year with 360 days and with 12 months of 30 days each, and disregarding the first or last day of the Interest Period (unless the last day of the Interest Period ending on the Scheduled Maturity Date is the last day in the month of February, in which case the month of February is deemed not to be extended to a month of 30 days).]

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[Insert in case of all Securities to which "30E/360" or "Eurobond Basis" in accordance with ISDA 2006 is applicable:

the number of days in the Interest Period divided by 360, calculated using the following formula:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"Y₁" is the year, expressed as a number, into which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, into which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day of the Interest Period, expressed as a number, unless that number is 31, in which case D₁ is equal to 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day of the Interest Period, unless that number is 31, in which case D₂ is equal to 30.]

[Insert in case of all Securities to which "30E/360 (ISDA)" in accordance with ISDA 2006 (German interest calculation method) is applicable:

the number of days in the Interest Period divided by 360, calculated using the following formula:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

Where:

"Y₁" is the year, expressed as a number, into which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, into which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, into which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day of the Interest Period, expressed as a number, unless (i) that day is the last day of February, or (ii) that number is 31, in which case D₁ is equal to 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day of the Interest Period, unless (i) that day is the last day of February but not the [Scheduled] Maturity Date, or (ii) that number is 31, in which case D₂ is equal to 30.]

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[Insert in case of all Securities to which "Act/360" is applicable:

the actual number of days in the Interest Period divided by 360.]

[Insert in case of all Securities to which "Act/365" (Fixed) is applicable:

the actual number of days in the Interest Period divided by 365.]

[Insert in case of all Securities to which "Act/Act (ISDA)" is applicable:

the actual number of days in the Interest Period divided by 365 (or, if a portion of that Interest Period falls into a leap year, the total of (A) the actual number of days in the Interest Period that fall into the leap year divided by 366, and (B) the actual number of days in the Interest Period that do not fall into the leap year divided by 365).]]

[[3]](4)[●] The Interest Amount shall be [calculated within [●] Banking Days following the relevant [Scheduled Reference Asset Interest Payment Date][Reference Asset Interest Payment Date][FX Valuation Date] (an "**Interest Calculation Date**").]

The [respective] Interest Amount shall be paid in the Specified Currency pursuant to the provisions set forth in § 5 of the Special Conditions [[●] Banking Days following [the Scheduled Reference Asset Interest Payment Date][the Reference Asset Interest Payment Date][Insert if Reference Currency is not equal to the Specified Currency: the FX Valuation Date] (each an "**Interest Payment Date**") [on the [respective] Interest Payment Date]. [The last Interest Payment Date shall be the [[●] Banking Day following [the Scheduled Reference Asset Maturity Date][the last Reference Asset Interest Payment Date] [[Scheduled] Maturity Date].]

[Insert if "Grace Period" is applicable:

[(4)](5)[●] **Deferral of Interest Payments.** The Issuer may postpone an Interest Payment Date by publishing a notice in accordance with § 6 of the General Conditions, provided that a Settlement Deferral Condition is fulfilled. Such notice shall be published by the Issuer no later than [3][●] calendar days prior to an Interest Payment Date and must contain a description of the relevant Settlement Deferral Condition. Subject to the Acceleration Conditions set forth in § 1 of the Special Conditions being fulfilled, the Interest Payment Date shall be the [fifth][insert days] Banking Day following the day on which the Settlement Deferral Condition ceases to be fulfilled. Interest shall not accrue on the deferred Interest Amount during the period from the scheduled Interest Payment Date to the actual Interest Payment Date.

The Security Holder does not have the right to accelerate the Securities pursuant to § 6 of the General Conditions for the reason of such deferral of payment of the Interest Amount.]

[Insert if the Reference Currency is not equal to the Specified Currency:

[(5)]([●]) In case any amount required for the determination of the Interest Amount is denominated in a currency other than the Specified Currency then such amount shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date.]

§ 3

Redemption

[Insert for Securities with Cash Settlement:]

[If Specified Redemption Amount is specified:]

- (1) Subject to circumstances set forth in § 4 of the Special Conditions, each Security shall be redeemed on the Settlement Date by payment of an amount per Security in the Specified Currency calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows
 - (i) the Specified Redemption Amount specified in § 1 (*Product Data*) of Part B (*Product and Reference Asset Data*) [less the relevant Redemption Adjustment Amount] divided by
 - (ii) the Number of Units.(the "**Redemption Amount**").]

[If Scheduled Reference Asset Redemption Amount (scheduled amount) is specified:]

- (1) Subject to circumstances set forth in § 4 of the Special Conditions, each Security shall be redeemed on the Settlement Date by payment of an amount per Security in the [Reference Currency][Specified Currency] calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows
 - (i) the Scheduled Reference Asset Redemption Amount [which shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date in the Specified Currency] [less the relevant Redemption Adjustment Amount] divided by
 - (ii) the Number of Units(the "**Redemption Amount**").]

[If Reference Asset Redemption Amount (amount actually received) is specified:]

- (1) Subject to circumstances set forth in § 4 of the Special Conditions, each Security shall be redeemed on the Settlement Date by payment of an amount per Security in the Reference Currency calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows:
 - (i) the Reference Asset Redemption Amount [less the relevant Redemption Adjustment Amount] divided by
 - (ii) the Number of Units(the "**Redemption Amount**").]
- (2) The payment of the Redemption Amount is subject to the provisions set forth in § 5 of the Special Conditions.
- (3) Following payment of the Redemption Amount to the Security Holder, all obligations of the Issuer with respect to such Security Holder shall cease and the Issuer is under no further payment obligation.

[Insert if "Grace Period" is applicable:]

- (4) **Deferral of the Redemption Amount.** The Issuer may postpone the Settlement Date by publishing a notice in accordance with § 6 of the General Conditions, provided that a Settlement Deferral Condition is fulfilled. Such notice shall be published by the Issuer no later than [3][●] calendar days prior to the Settlement Date and must contain a description of the relevant Settlement Deferral Condition. Subject to the Acceleration Conditions set forth in § 1 of the Special Conditions being fulfilled, the Settlement Date shall be the [fifth][insert days] Banking Day following the day on which the Settlement Deferral

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Condition ceases to be fulfilled. Interest shall not accrue on the Redemption Amount during the period from the scheduled Settlement Date to the actual Settlement Date.

]

[Insert if the Reference Currency is not equal to the Specified Currency:

[(4)][(5)]In case any amount required for the determination of the redemption amount received is denominated in a currency other than the Specified Currency then such amount shall be converted by the Calculation Agent at the FX Exchange Rate as per the relevant FX Valuation Date.]

[Insert for Securities with Physical Settlement:

(1) Subject to circumstances set forth in § 4 of the Special Conditions, each Security shall be redeemed on the Settlement Date

[(i)] by delivery of [[insert number of Reference Assets] Reference Assets] [a relevant portion of the Reference Asset equal to an amount calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows:

(a) the Aggregate Reference Asset Nominal Amount [less the relevant Redemption Adjustment Amount] divided by

(b) the Number of Units]

(the "**Redemption Delivery Amount**");

and

(ii) payment of [●][the Supplemental Cash Amount].

(2) The Delivery of the Redemption Delivery Amount [and the payment of the Supplemental Cash Amount, if any,][is][are] subject to the provisions set forth in § 5 of the Special Conditions.

(3) Following Delivery of the Redemption Delivery Amount and payment of the Supplemental Cash Amount (where relevant) to the Security Holder, all obligations of the Issuer with respect to such Security Holder shall cease and the Issuer is under no further Delivery or payment obligation.]

[Insert if "Grace Period" is applicable:

(4) **Deferral of the Redemption Delivery Amount.** The Issuer may postpone the Settlement Date by publishing a notice in accordance with § 6 of the General Conditions, provided that a Settlement Deferral Condition is fulfilled. Such notice shall be published by the Issuer no later than [3][insert days] calendar days prior to the Settlement Date and must contain a description of the relevant Settlement Deferral Condition. Subject to the Acceleration Conditions set forth in § 1 of the Special Conditions being fulfilled, the Settlement Date shall be the [fifth][insert days] Banking Day following the day on which the Settlement Deferral Condition ceases to be fulfilled. Interest shall not accrue during the period from the scheduled Settlement Date to the actual Settlement Date.]

§ 4

Early Redemption

[Insert for Securities with Cash Settlement:

(1) Upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition,

[Insert if the Securities pay interest:

(i) Interest Amounts shall cease to accrue and shall not be payable in respect of the Securities from and including the Interest Payment Date immediately preceding the

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day on which a Risk Event has occurred; and

(ii)] each Security shall be redeemed on the Acceleration Redemption Date by payment of an amount per Security in the Specified Currency, subject to a minimum of zero, calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows (the "**Acceleration Redemption Amount**"):

(a) [(A)] the Reference Asset Auction Proceeds
[minus]

[Insert if Leverage Factor is applicable:

(B) the Leverage Loss Adjustment Amount
[minus]

[(C)] the Hedge Unwind Costs]

[Insert if Interest Adjustment Amount and/or Redemption Adjustment Amount is applicable:

[minus]

[(D)] the Adjustment Amount Value]; and

(b) divided by the Number of Units.

[Insert if the Reference Currency is not equal to the Specified Currency:

([2]) In case such Acceleration Redemption Amount or any other amount used for its calculation is denominated in a currency other than the Specified Currency then such amount shall be converted by the Calculation Agent at the FX Exchange Rate as per the Risk Event Calculation Date.]

([2][3]) The payment of the Acceleration Redemption Amount is subject to the provisions set forth in § 5 of the Special Conditions.

([3][4]) Following payment of the Acceleration Redemption Amount to the Security Holder, all obligations of the Issuer with respect to such Security Holder shall cease and the Issuer is under no further payment obligation.

([4][5]) In case that the Acceleration Redemption Amount is zero or if an Auction Failure has occurred and an Auction Failure notice has been published by the Issuer, all obligations of the Issuer with respect to the Security Holders shall cease and the Issuer is under no further payment obligation.

[(5)[6]) If a FX Disruption Event has occurred, the Issuer shall redeem each Security by payment of the Acceleration Redemption Amount in the Reference Currency.]

[Insert if Risk Event "Custody Event" is applicable:

([5][6][7]) In case of a Custody Event all obligations of the Issuer to pay the Acceleration Redemption Amount shall cease and the Issuer shall endeavour to transfer a pro rata share of the Issuer's rights and entitlements vis-à-vis the Custodian to each Security Holder upon such Security Holders demand[, to the extent such rights and entitlements are not required to indemnify the Issuer for the Hedge Unwind Costs.]]

[Insert for Securities with Physical Settlement:

(1) Upon the occurrence of a Risk Event and fulfilment of the Acceleration Condition

[Insert if the Securities pay interest:

(i) Interest Amounts shall cease to accrue and shall not be payable in respect of the Securities from and including the Interest Payment Date immediately preceding the day on which a Risk Event has occurred; and

(ii)] each Security shall be redeemed on the Acceleration Redemption Date by

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[(i)][(a)] delivery of a certain number of Reference Assets or a relevant portion of the Asset Package, as the case may be, per Security (the "**Acceleration Delivery Amount**"), subject to a minimum of zero, and

[(ii)][(b)] payment of the Supplemental Cash Amount per Security in the Specified Currency, if any, to the Security Holders.

The Acceleration Delivery Amount shall be calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as follows:

[(a)][(A)] the Aggregate Reference Asset Nominal Amount minus the Physical Settlement Adjustment Amount (the result being the "**Acceleration Differential Amount**"), divided by

[(b)][(B)] the Number of Units.

If an Auction Failure has occurred and an Auction Failure notice has been published by the Issuer or if the Reference Asset or the Asset Package ceased to exist, then the Acceleration Differential Amount shall be deemed to be zero and the Security Holders shall have no further right or claim whatsoever against the Issuer in respect of the Securities.

(2) If it is – due to the occurrence of a Risk Event[, a Sanctions Event] or otherwise – impossible or illegal for the Issuer to deliver the Acceleration Delivery Amount on the Acceleration Redemption Date (the "**Redemption Failure**"), then the Issuer shall notify the Security Holders pursuant to § 6 of the General Conditions (such notice being a "**Redemption Failure Notice**").

(3) No later than [20][●] Banking Days following the publication of such Redemption Failure Notice (such date being the "**Alternative Acceleration Redemption Date**"), each Security shall be redeemed by payment of an amount per Security calculated by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB), based on a second auction on the Subsequent Valuation Date, as follows (the "**Alternative Acceleration Redemption Amount**"):

(i) the Reference Asset Auction Proceeds

(ii) divided by the Number of Units.

For the avoidance of doubt, if the payment of the Supplemental Cash Amount determined per Security pursuant to § 4 (1) has not already taken place on the Acceleration Redemption Date, it shall be paid together with the Alternative Acceleration Redemption Amount on the Alternative Acceleration Redemption Date.

In case that the Alternative Acceleration Redemption Amount is zero or if an Auction Failure has occurred and an Auction Failure Notice has been published by the Issuer, all obligations of the Issuer with respect to the Security Holders shall cease and the Issuer is under no further payment obligation.

(4) Deliveries or payments pursuant to this § 4 shall be made in accordance with § 5 of the Special Conditions.

(5) Following the Delivery of the Acceleration Delivery Amount and payment of the Supplemental Cash Amount, if any, or payment of the Alternative Acceleration Redemption Amount on the Alternative Acceleration Redemption Date to the Security Holder, all obligations of the Issuer with respect to such Security Holder shall cease and the Issuer is under no further Delivery or payment obligation.]

[Insert if Risk Event "Custody Event" is applicable:

(6) In case of a Custody Event all obligations of the Issuer to deliver the Acceleration Delivery Amount and to pay the Supplemental Cash Amount, if any, shall cease and the Issuer shall endeavour to transfer a pro rata share of the Issuer's rights and entitlements vis-à-vis the custodian to each Security Holder upon such Security Holders demand, to the extent such rights and entitlements are not required to indemnify the Issuer for the [Hedge Unwind Costs].]

[Insert if Reference Currency is not equal to the Specified Currency:

([6][7]) Following the occurrence of a FX Disruption Event, the Issuer shall select in its reasonable discretion (§ 315 et seq. BGB) an exchange rate that most closely preserves the economic equivalent of the Delivery or payment obligations (the "**Replacement Exchange Rate**"). All references to "FX Exchange Rate" shall be read and construed as being a reference to such Replacement Exchange Rate.]]

§ 5

Payments, Deliveries

(1) The Issuer undertakes to perform the following on the [fifth][●] Banking Day following the [Maturity Date][Scheduled Reference Asset Maturity Date][,][and][or] [●] ([each] such date being the "**Settlement Date**"):

[Insert where Cash Settlement for the Redemption is specified as applicable:

(a) to pay the Redemption Amount; or]

[Insert where Physical Settlement for the Redemption is specified as applicable:

(a) to deliver the Redemption Delivery Amount; *[Insert where Cash Settlement for the Early Redemption is specified as applicable and a Supplemental Cash Amount may be applicable: and*

(b) to pay the Supplemental Cash Amount, if any;] or]

[Insert where Cash Settlement for the Early Redemption is specified as applicable:

[(b)][(c)] to pay the Acceleration Redemption Amount.]

[Insert where Physical Settlement for Early Redemption is specified as applicable:

(b) to deliver the Acceleration Delivery Amount and

(c) to pay the Supplemental Cash Amount, if any, or

(d) to pay the Alternative Acceleration Redemption Amount.

The amounts mentioned in this paragraph (1) and all further amounts payable under these Terms and Conditions shall be rounded *[Insert if the Specified Currency is Euro: up or down to the nearest 0.01 Euro, with 0.005 Euro being rounded [upwards][always downwards]]* *[Insert if the Specified Currency is not Euro: up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded [upwards][always downwards] [Insert other rounding provision].* [The conversion of the amounts payable in [Euro][●] is effected [●].] [At least [EUR][●] [0.001][●] per Nominal Amount will be paid.]

(2) If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then *[Insert if Following Business Day Convention is applicable: the Security Holders shall not be entitled to payment until the next following Banking Day.]* *[Insert if Modified Following Business Day Convention is applicable: the Security Holders shall not be entitled to payment until the next following Banking Day unless it would thereby fall into the next calendar month in which event the payment shall be made on the immediately preceding Banking Day.]*

[if the payment of the Interest Amount is adjusted, insert:

If the due date for a payment, if applicable, is moved forward or postponed, such Payment Date and the respective Interest Amount are adjusted accordingly.]

[if the payment of the Interest Amount is unadjusted, insert:

If the due date for a payment, if applicable, is moved forward or postponed, such Payment Date and the respective Interest Amount are not adjusted. The Security Holders are not entitled to further interest or other payments in respect of such delay.]

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- (3) 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. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.
- (4) All costs, incl. possible custody fees, exchange turnover taxes, stamp taxes, transaction fees, other taxes incurred as a result of the
[Insert where Cash Settlement is specified as applicable: payment of [the Redemption Amount][or][Acceleration Redemption Amount (as the case may be)]]
[Insert where Physical Settlement is specified as applicable: Delivery of [the Redemption Delivery Amount][or][Acceleration Delivery Amount (as the case may be)], payment of the Supplemental Cash Amount, if any[, or payment of the Alternative Acceleration Redemption Amount (as the case may be)]]
shall be borne by the respective Security Holder.
- (5) If the Issuer fails to make any payment under the Securities when due, accrual of interest on due amounts continues on the basis of [the default interest rate established by law⁵][●]. Such accrual of interest starts on the due date of that payment (including) and ends at the end of the day preceding the effective date of payment (including).]
- (6) If it is impossible or illegal for the Issuer to make any payment under the Securities to a Security Holder when due, then all obligations of the Issuer with respect to such Security Holder shall cease and the Issuer is under no obligation to make the respective payment.

[Insert for Securities with Physical Settlement:

- (7) The Delivery of the Redemption Delivery Amount or Acceleration Delivery Amount, as applicable, shall be made to the Clearing System for credit to the accounts of the relevant depository banks of the Security Holders. Subject to the provisions of these Terms and Conditions, the Redemption Delivery Amount or the Acceleration Delivery Amount, as applicable, shall be delivered at the Security Holder's own risk. If the due date of any delivery is not a Banking Day, such Delivery shall be made on the next following Banking Day. Such delay will not constitute any entitlement to interest or other payments. The Issuer shall not be obliged to forward to the Security Holders any notifications or documents of [the relevant Reference Entity of the Reference Asset][●] that were provided to the Issuer prior to such delivery of the Redemption Delivery Amount or Acceleration Delivery Amount, as applicable, even if such notifications or other documents refer to events that occurred after Delivery of the Redemption Delivery Amount or Acceleration Delivery Amount, as applicable. The Issuer shall not be obliged to exercise any voting rights under the Redemption Delivery Amount or Acceleration Delivery Amount, as applicable, or to act in the interests of the Security Holders in respect of any voting to the extent the Issuer holds the Redemption Delivery Amount or Acceleration Delivery Amount, as applicable.]]

⁵ The default rate of interest pursuant to §§ 288 para 1, 247 para 1 of the German Civil Code (BGB) is four percentage points (if no consumer is involved) or eight percentage points (if at least one consumer is involved) above the basic rate of interest published by the German Central Bank (Deutsche Bundesbank) from time to time.

[In the case of Floating Rate Securities, the following applies:

§ 6

Issuer's Extraordinary Call Right

Upon the occurrence of a Reference Rate Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. The application of §§ 313, 314 BGB remains reserved. Such call shall become effective at the time of the notice pursuant to § 6 of the General Conditions or at the time indicated in the notice, as the case may be.

The "**Cancellation Amount**" shall be [the fair market value of the Securities determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) as of the tenth Banking Day before the extraordinary call becomes effective] [, as determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB), the market value of the Securities, (with accrued interest for the period until the Scheduled Maturity Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities) as of the tenth Banking Day before the extraordinary call becomes effective].]

The Cancellation Amount will be paid [five Banking Days following the date of the above mentioned notice, or at the date specified in such notice, as the case may be, pursuant to the provisions of § 5 of the Special Conditions] [on the Scheduled Maturity Date].]

§ 7

Replacement Reference Rate

[(1)] *Replacement Reference Rate:* If, during the term of the Securities, the Reference Rate is not provided or shall not be used anymore or the Reference Rate changes significantly, the Reference Rate shall be replaced by the Calculation Agent by a reference rate that is economically appropriate. The Calculation Agent takes into account the market practices observed at that time. In particular, it takes into account the extent to which an alternative reference rate is available. The Calculation Agent determines the Replacement Reference Rate in its reasonable discretion (§ 315 et seq. BGB).

[(2)] The application of §§ 313, 314 BGB remains reserved.]]

[Product Type 3: Bond Linked Equity Linked Securities [with Cap]

Product Type 4: 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:

- (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;
- (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);

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 3-4

- (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 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 officeholder 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 31 December 2018, 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:

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

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 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:

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

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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 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

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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 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 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;

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- (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,
- (cc) starting 31 December 2018, 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,

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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 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].]

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"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;
- (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 $R(\text{final})_{\text{best}}$, as the numerator, and $R(\text{initial})$, 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

- (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 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 (Annex 2).

[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:

"**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;

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- (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 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;

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- (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 31 December 2018 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
 - (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

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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 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:

[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

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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
- (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

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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
- (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)]

"**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 Factor_{best}**" means the Participation Factor_{best} 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 without undue delay following the Issue Date and substantially in a form as in Annex 2.

[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).]

[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.

"**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,

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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 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

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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 without undue delay following the Issue Date and substantially in a form as attached in Annex 1.

"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.

[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.

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- (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)]

[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 5: 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**");
- (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

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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 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;

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- (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 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 officeholder 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);
- (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);

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- (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 31 December 2018, 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];

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Product Type 5

"**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);
- (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 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;

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- (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,
- (cc) starting 31 December 2018, 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.

"**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;
- (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.

"**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 (Annex 2).

[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:

- (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,

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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 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;

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- (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;
- (r) starting 31 December 2018 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
 - (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,

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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

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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 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.]

[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

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[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
- (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

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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
- (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.]

"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 without undue delay following the Issue Date and substantially in a form as in Annex 2.

[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 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)].

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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 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 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.]

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"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 without undue delay following the Issue Date and substantially in a form as attached in Annex 1.

"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.

"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 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:

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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

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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, 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 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 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 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 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

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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.

[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.]]

ANNEX 1 – 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 pasu* 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;

PART C- SPECIAL CONDITIONS OF THE SECURITIES – Annex 1

- (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 (*unverzüglich*) 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:

ANNEX 2 – 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;
 - (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

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP

A. HVB Health Care Risk Control 7 Index

The HVB Health Care Risk Control 7 Index (the "**Index**") (ISIN DE000A18T2X6) is an Index developed and created by UniCredit Bank AG or its legal successor (the "**Index Sponsor**"). The index is calculated in EUR ("**Index Currency**") according to the following Index rules ("**Index Rules**") by UniCredit Bank AG or a successor determined by the Index Sponsor (the "**Index Calculation Agent**"). The Index reflects an investment with limited risk into a Base Index (as defined in section 2) which is again based on an algorithmic trading strategy. For risk control purposes the Index participates in the performance of the Base Index with a varying Participation Rate (defined in section 3). The Participation Rate is calculated by the Index Calculation Agent on each Index Calculation Day (as defined in section 1) based on the annualized realized volatility (as defined in section 3). The Index aims at a price development reflecting a risk controlled investment into the Base Index ("**Index Objective**").

1. GENERAL DESCRIPTION

To pursue the Index Objective, the Index Calculation Agent will calculate the Final Reference Value (as defined in section 4) in the Index Currency of the Index on each Calculation Day (each of them being an "**Index Calculation Day**") based on the closing price of the Base Index and considering the current Participation Rate.

"**Calculation Day**" is each day the Base Index Sponsor or the Base Index Calculation Agent publishes a closing price of the Base Index and on which the Relevant Exchange is open for general business.

"**Relevant Exchange**" is the relevant domestic options exchange where derivatives on the Base Index are being traded (as further specified below in section 7).

"**Closing Price**" is the Final Reference Value of the Base Index as calculated by the Base Index Calculation Agent and published via data sources as Bloomberg and Thomson Reuters.

The Final Reference Value will be published on the Reuters page: .QUIXDP7 and via Bloomberg: QUIXDP7 <Index> (or the corresponding successor page). Publication will occur on each Index Calculation Day.

The Final Reference Value on 1 December 2015 (the "**Start Date**") is EUR 1000,-.

2. BASE INDEX

The "**Base Index**" is the STOXX[®] Europe 600 Health Care (Price-) Index (ISIN EU0009658723 / Bloomberg: SXDP Index <go> / Reuters: .SXDP). The Base Index is owned by STOXX Ltd. ("**Base Index Sponsor** ") and is calculated and published by STOXX Ltd. ("**Base Index Calculation Agent**").

If the Base Index is no longer suitable to pursue the Index Objective, the Index Sponsor will change the Base Index in its reasonable discretion (§ 315 BGB) (the "**New Base Index**") such that the pursuance of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way. In case of such a change all references to the Base Index in the Index Rules refer to the New Base Index. If necessary, the Base Index Sponsor and the Base Index Calculation Agent need to be adjusted.

3. DETERMINATION OF THE PARTICIPATION RATE

The Participation Rate (the "**Participation Rate**") is calculated by the Index Calculation Agent for each Index Calculation Day (t) ("**P (t)**") as follows:

$$P(t) = \min \left[Cap\ Level, \frac{TargetVolatility}{Vol(t)} \right]$$

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

"Cap Level" is 100%.

"TargetVolatility" is 7%

"Vol(t)" is the Annualized Realized Volatility ("**Annualized Realized Volatility**"), calculated by the Index Calculation Agent as annualized square root of the arithmetic mean of the squared logarithmic returns of the Base Index over the last N consecutive Calculation Days:

$$Vol(t) = \sqrt{\frac{252}{N} * \sum_{i=1}^N \left[\ln \left(\frac{BI(t-i-1)}{BI(t-i-2)} \right) \right]^2}$$

with

"BI (t-i-1)" being the official closing price of the Base Index at the Calculation Day being i+1 days (i=1,...,N) before the Index Calculation Day(t).

"BI (t-i-2)" being the official closing price of the Base Index at the Calculation Day being i+2 days (i=1,...,N) before the Index Calculation Day(t).

"N" being 60.

4. CALCULATION OF THE FINAL REFERENCE VALUE

The Index Calculation Agent will calculate the Final Reference Value (the "**Final Reference Value**") of the Index on each Index Calculation Day (t).

The Final Reference Value (t) ("**FRV(t)**") on an Index Calculation Day (t) is calculated as follows:

$$FRV(t) = FRV(t-1) * \left[1 + P(t) * \left(\frac{BI(t)}{BI(t-1)} - 1 \right) \right]$$

"FRV(t-1)" is the Final Reference Value of the Index on the Index Calculation Day being one Calculation Day before the Index Calculation Day (t).

"BI(t)" is the official closing price of the Base Index on the corresponding Index Calculation Day (t).

"BI(t-1)" is the official closing price of the Base Index one day before the corresponding Index Calculation Day (t).

5. MARKET DISRUPTION

5.1 Final Reference Value

In case of a Market Disruption of the Base Index on a Calculation Day, the calculation of the Final Reference Value will be based on the last available Closing Price before the Market Disruption affecting the Base Index became effective. The Participation Rate stays unchanged until the Market Disruption ceases.

5.2 Definition of a Market Disruption

"Market Disruption" with respect to the Base Index means the occurrence or the persistence of one of the following events: (a) a Trading Suspension, (b) an Early Closure, (c) a General Moratorium of Banking Transactions or (d) an Index Disruption.

- a) "**Trading Suspension**" means the suspension or restriction of the trading of derivatives relating to the Base Index on the Relevant Exchange, e.g. caused by price movements exceeding the regulatory limits, or for any other reasons.
- b) "**Early Closure**" means the closing of Relevant Exchange before the regular closing time of a trading day, excluding the case that the early closing was announced by the relevant stock exchange market in advance such that all market participants were able to adapt their trading behavior accordingly.
- c) "**General Moratorium of Banking Transactions**" means that there is a general moratorium of banking transactions due to a provision of the relevant authorities.

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

- d) There is an "**Index Disruption**" if it is impossible to determine with reasonable effort a liquid market price for a relevant derivative on the Base Index.

The Index Sponsor decides on the existence of a Market Disruption in his reasonable discretion (§ 315 BGB).

6. EXTRAORDINARY ADJUSTMENT OF THE INDEX RULES

If the pursuing of the Index Objective requires changes in the Index Rules due to i) a significant change in the relevant regulatory or legal framework or in taxation, ii) a significant change of law or iii) significantly changed market circumstances, then the Index Sponsor will change the Index Rules in his reasonable discretion such that the pursuing of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way.

7. TABLE OF RELEVANT EXCHANGES

Underlying Index	Relevant Exchange
STOXX [®] Europe 600 Health Care (Price-) Index	EUREX

8. INDEX SPONSOR; INDEX CALCULATION AGENT

The Index Sponsor transferred all rights and duties concerning the calculation of the Final Reference Value to the Index Calculation Agent. The Index Sponsor has the right to nominate a new Index Calculation Agent (the "**New Index Calculation Agent**") at any time. From that time on all references to the Index Calculation Agent in this description refer to the New Index Calculation Agent.

9. DISCLAIMER

The Index exists exclusively in form of database records and does not express any legal or economical ownership of the Base Index or its components. Every action as described above is only executed in the sense of changing these database records. Neither issuers of financial instruments based on the Index nor the Index Calculation Agent nor the Index Sponsor is obligated to neither invest in the Base Index or its components nor to hold them.

The calculation of the Final Reference Value is done by the Index Calculation Agent with due diligence. Neither the Index Sponsor nor the Index Calculation Agent can guarantee the correctness of the market data used for the calculation. Neither the Index Sponsor nor the Index Calculation Agent is liable for direct or indirect losses or damages caused by errors in the market data used to calculate the Final Reference Value.

B. HVB Health Care Risk Control 10 Index

The HVB Health Care Risk Control 10 Index (the "**Index**") (ISIN DE000A18TYX9) is an Index developed and created by UniCredit Bank AG or its legal successor (the "**Index Sponsor**"). The index is calculated in EUR ("**Index Currency**") according to the following Index rules ("**Index Rules**") by UniCredit Bank AG or a successor determined by the Index Sponsor (the "**Index Calculation Agent**"). The Index reflects an investment with limited risk into a Base Index (as defined in section 2) which is again based on an algorithmic trading strategy. For risk control purposes the Index participates in the performance of the Base Index with a varying Participation Rate (defined in section 3). The Participation Rate is calculated by the Index Calculation Agent on each Index Calculation Day (as defined in section 1) based on the annualized realized volatility (as defined in section 3). The Index aims at a price development reflecting a risk controlled investment into the Base Index ("**Index Objective**").

1. GENERAL DESCRIPTION

To pursue the Index Objective, the Index Calculation Agent will calculate the Final Reference Value (as defined in section 4) in the Index Currency of the Index on each Calculation Day (each of them being an "**Index Calculation Day**") based on the closing price of the Base Index and considering the current Participation Rate.

"**Calculation Day**" is each day the Base Index Sponsor or the Base Index Calculation Agent publishes a closing price of the Base Index and on which the Relevant Exchange is open for general business.

"**Relevant Exchange**" is the relevant domestic options exchange where derivatives on the Base Index are being traded (as further specified below in section 7).

"**Closing Price**" is the Final Reference Value of the Base Index as calculated by the Base Index Calculation Agent and published via data sources as Bloomberg and Thomson Reuters.

The Final Reference Value will be published on the Reuters page: .QUIXDP10 and via Bloomberg: QUIXDP10 <Index> (or the corresponding successor page). Publication will occur on each Index Calculation Day.

The Final Reference Value on 1 December 2015 (the "**Start Date**") is EUR 1000,-.

2. BASE INDEX

The "**Base Index**" is the STOXX[®] Europe 600 Health Care (Price-) Index (ISIN EU0009658723 / Bloomberg: SXDP Index <go> / Reuters: .SXDP). The Base Index is owned by STOXX Ltd. ("**Base Index Sponsor**") and is calculated and published by STOXX Ltd. ("**Base Index Calculation Agent**").

If the Base Index is no longer suitable to pursue the Index Objective, the Index Sponsor will change the Base Index in its reasonable discretion (§ 315 BGB) ("the **New Base Index**") such that the pursuance of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way. In case of such a change all references to the Base Index in the Index Rules refer to the New Base Index. If necessary, the Base Index Sponsor and the Base Index Calculation Agent need to be adjusted.

3. DETERMINATION OF THE PARTICIPATION RATE

The Participation Rate (the "**Participation Rate**") is calculated by the Index Calculation Agent for each Index Calculation Day (t) ("**P (t)**") as follows:

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

$$P(t) = \min \left[\text{Cap Level}, \frac{\text{TargetVolatility}}{\text{Vol}(t)} \right]$$

"Cap Level" is 100%.

"TargetVolatility" is 10%

"Vol(t)" is the Annualized Realized Volatility ("**Annualized Realized Volatility**"), calculated by the Index Calculation Agent as annualized square root of the arithmetic mean of the squared logarithmic returns of the Base Index over the last N consecutive Calculation Days:

$$\text{Vol}(t) = \sqrt{\frac{252}{N} * \sum_{i=1}^N \left[\ln \left(\frac{\text{BI}(t-i-1)}{\text{BI}(t-i-2)} \right) \right]^2}$$

with

"BI (t-i-1)" being the official closing price of the Base Index at the Calculation Day being i+1 days (i= 1,...,N) before the Index Calculation Day(t).

"BI (t-i-2)" being the official closing price of the Base Index at the Calculation Day being i+2 days (i= 1,...,N) before the Index Calculation Day(t).

"N" being 60.

4. CALCULATION OF THE FINAL REFERENCE VALUE

The Index Calculation Agent will calculate the Final Reference Value (the "**Final Reference Value**") of the Index on each Index Calculation Day (t).

The Final Reference Value (t) ("**FRV(t)**") on an Index Calculation Day (t) is calculated as follows:

$$\text{FRV}(t) = \text{FRV}(t-1) * \left[1 + P(t) * \left(\frac{\text{BI}(t)}{\text{BI}(t-1)} - 1 \right) \right]$$

"FRV(t-1)" is the Final Reference Value of the Index on the Index Calculation Day being one Calculation Day before the Index Calculation Day (t).

"BI(t)" is the official closing price of the Base Index on the corresponding Index Calculation Day (t).

"BI(t-1)" is the official closing price of the Base Index one day before the corresponding Index Calculation Day (t).

5. MARKET DISRUPTION

5.1 Final Reference Value

In case of a Market Disruption of the Base Index on a Calculation Day, the calculation of the Final Reference Value will be based on the last available Closing Price before the Market Disruption affecting the Base Index became effective. The Participation Rate stays unchanged until the Market Disruption ceases.

5.2 Definition of a Market Disruption

"Market Disruption" with respect to the Base Index means the occurrence or the persistence of one of the following events: (a) a Trading Suspension, (b) an Early Closure, (c) a General Moratorium of Banking Transactions or (d) an Index Disruption.

- a) "**Trading Suspension**" means the suspension or restriction of the trading of derivatives relating to the Base Index on the Relevant Exchange, e.g. caused by price movements exceeding the regulatory limits, or for any other reasons.

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

- b) "**Early Closure**" means the closing of Relevant Exchange before the regular closing time of a trading day, excluding the case that the early closing was announced by the relevant stock exchange market in advance such that all market participants were able to adapt their trading behavior accordingly.
- c) "**General Moratorium of Banking Transactions**" means that there is a general moratorium of banking transactions due to a provision of the relevant authorities.
- d) There is an "**Index Disruption**" if it is impossible to determine with reasonable effort a liquid market price for a relevant derivative on the Base Index.

The Index Sponsor decides on the existence of a Market Disruption in his reasonable discretion (§ 315 BGB).

6. EXTRAORDINARY ADJUSTMENT OF THE INDEX RULES

If the pursuing of the Index Objective requires changes in the Index Rules due to i) a significant change in the relevant regulatory or legal framework or in taxation, ii) a significant change of law or iii) significantly changed market circumstances, then the Index Sponsor will change the Index Rules in his reasonable discretion such that the pursuing of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way.

7. TABLE OF RELEVANT EXCHANGES

Underlying Index	Relevant Exchange
STOXX [®] Europe 600 Health Care (Price-) Index	EUREX

8. INDEX SPONSOR; INDEX CALCULATION AGENT

The Index Sponsor transferred all rights and duties concerning the calculation of the Final Reference Value to the Index Calculation Agent. The Index Sponsor has the right to nominate a new Index Calculation Agent (the "**New Index Calculation Agent**") at any time. From that time on all references to the Index Calculation Agent in this description refer to the New Index Calculation Agent.

9. DISCLAIMER

The Index exists exclusively in form of database records and does not express any legal or economical ownership of the Base Index or its components. Every action as described above is only executed in the sense of changing these database records. Neither issuers of financial instruments based on the Index nor the Index Calculation Agent nor the Index Sponsor is obligated to neither invest in the Base Index or its components nor to hold them.

The calculation of the Final Reference Value is done by the Index Calculation Agent with due diligence. Neither the Index Sponsor nor the Index Calculation Agent can guarantee the correctness of the market data used for the calculation. Neither the Index Sponsor nor the Index Calculation Agent is liable for direct or indirect losses or damages caused by errors in the market data used to calculate the Final Reference Value.

C. HVB Global Water Risk Control 6 Index

The HVB Global Water Risk Control 6 Index (the "**Index**") (ISIN DE000A2BMJH3) is an Index developed and created by UniCredit Bank AG or its legal successor (the "**Index Sponsor**"). The index is calculated in EUR ("**Index Currency**") according to the following Index rules ("**Index Rules**") by UniCredit Bank AG or a successor determined by the Index Sponsor (the "**Index Calculation Agent**"). The Index reflects an investment with limited risk into a Base Index (as defined in section 2) which is again based on an algorithmic trading strategy. For risk control purposes the Index participates in the performance of the Base Index with a varying Participation Rate (defined in section 3). The Participation Rate is calculated by the Index Calculation Agent on each Index Calculation Day (as defined in section 1) based on the annualized realized volatility (as defined in section 3). The Index aims at a price development reflecting a risk controlled investment into the Base Index ("**Index Objective**").

1. GENERAL DESCRIPTION

To pursue the Index Objective, the Index Calculation Agent will calculate the Final Reference Value (as defined in section 4) in the Index Currency of the Index on each Calculation Day (each of them being an "**Index Calculation Day**") based on the closing price of the Base Index and considering the current Participation Rate.

"**Calculation Day**" is each day on which the Base Index Sponsor or the Base Index Calculation Agent publishes a closing price of the Base Index, the Relevant Exchange is open for business and no Market Disruption exists (as defined in section 5).

"**Relevant Exchange**" is specified in section 7.

"**Closing Price**" is the official closing level of the Base Index as calculated by the Base Index Calculation Agent and published via data sources as Bloomberg and Thomson Reuters.

The Final Reference Value will be published on the Reuters page: .QUIXAQ6 and via Bloomberg: QUIXAQ6 <Index> (or the corresponding successor page). Publication will occur on each Index Calculation Day.

The Final Reference Value on 30 September 2016 (the "**Start Date**") is EUR 1000,-.

2. BASE INDEX

The "**Base Index**" is the S&P Global Water (Price-) Index (EUR) (ISIN XC000A0ME6X2 / Bloomberg: SPGTAQE Index <go> / Reuters: .SPGTAQUE). The Base Index is owned by S&P Dow Jones Indices LLC ("**Base Index Sponsor**") and is calculated and published by S&P Dow Jones Indices LLC ("**Base Index Calculation Agent**").

If the Base Index is no longer suitable to pursue the Index Objective (due to, for example, the occurrence of an Index Event, as defined below), the Index Sponsor will change the Base Index in its reasonable discretion (§ 315 BGB) (the "**New Base Index**") such that the pursuance of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way. In case of such a change all references to the Base Index in the Index Rules refer to the New Base Index. If necessary, the Base Index Sponsor and the Base Index Calculation Agent need to be adjusted.

An "**Index Event**" with respect to the Base Index means in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent any of the following events occurring:

- a) the cancellation of the calculation or publication of the Base Index or its replacement by its sponsor
- b) a change in the index concept or the calculation of the Base Index such that the index concept or the calculation of the new Base Index is no longer economically comparable to the index concept or the calculation of the original Base Index
- c) any other event, which may have a material and not only temporary adverse effect on the Index.

3. DETERMINATION OF THE PARTICIPATION RATE

The Participation Rate (the "**Participation Rate**") is calculated by the Index Calculation Agent for each Index Calculation Day (t) ("**P (t)**") as follows:

$$P(t) = \min \left[\text{Cap Level}, \frac{\text{TargetVolatility}}{\text{Vol}(t)} \right]$$

"**Cap Level**" is 100%.

"**TargetVolatility**" is 6%

"**Vol(t)**" is the Annualized Realized Volatility ("**Annualized Realized Volatility**"), calculated by the Index Calculation Agent according to the following formula:

$$\text{Vol}(t) = \sqrt{\frac{252}{N-1}} \times \sqrt{\sum_{i=1}^N \left[\ln \left(\frac{\text{BI}(t-i-1)}{\text{BI}(t-i-2)} \right) \right]^2 - \frac{1}{N} \left[\sum_{i=1}^N \ln \left(\frac{\text{BI}(t-i-1)}{\text{BI}(t-i-2)} \right) \right]^2}$$

with

"**BI (t-i-1)**" being the Closing Price of the Base Index at the Calculation Day being i+1 days (i= 1,...,N) before the Index Calculation Day(t).

"**BI (t-i-2)**" being the Closing Price of the Base Index at the Calculation Day being i+2 days (i= 1,...,N) before the Index Calculation Day(t).

"**N**" being 60.

4. CALCULATION OF THE FINAL REFERENCE VALUE

The Index Calculation Agent will calculate the Final Reference Value (the "**Final Reference Value**") of the Index on each Index Calculation Day (t).

The Final Reference Value (t) ("**FRV(t)**") on an Index Calculation Day (t) is calculated as follows:

$$\text{FRV}(t) = \text{FRV}(t-1) * \left[1 + P(t-1) * \left(\frac{\text{BI}(t)}{\text{BI}(t-1)} - 1 \right) \right]$$

"**FRV(t-1)**" is the Final Reference Value of the Index on the Index Calculation Day being one Calculation Day before the Index Calculation Day (t).

"**BI(t)**" is the Closing Price of the Base Index on the corresponding Index Calculation Day (t).

"**BI(t-1)**" is the Closing Price of the Base Index one Calculation Day before the corresponding Index Calculation Day (t).

"**FRV(0)**" is the Final Reference Value on the Start Date and equals EUR 1000.

5. MARKET DISRUPTION

5.1 Final Reference Value

In case of a Market Disruption of the Base Index, each day on which the Market Disruption occurs or persists will not be a Calculation Day.

5.2 Definition of a Market Disruption

"**Market Disruption**" with respect to the Base Index means the occurrence or the persistence of one of the following events: (a) a Trading Suspension, (b) an Early Closure, or (c) a General Moratorium of Banking Transactions

- e) "**Trading Suspension**" means the suspension or restriction of the trading of stocks which are members of the Base Index on the Relevant Exchange or an Additional Exchange (as specified in section 7), e.g. caused by price movements exceeding the regulatory limits, or for any other reasons.

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

- f) **"Early Closure"** means the closing of the Relevant Exchange or an Additional Exchange before the regular closing time of a trading day, excluding the case that the early closing was announced by the relevant stock exchange or the additional exchange market in advance such that all market participants were able to adapt their trading behavior accordingly.
- g) **"General Moratorium of Banking Transactions"** means that there is a general moratorium of banking transactions due to a provision of the relevant authorities.

The Index Sponsor decides on the existence of a Market Disruption in his reasonable discretion (§ 315 BGB).

6. EXTRAORDINARY ADJUSTMENT OF THE INDEX RULES

If the pursuing of the Index Objective requires changes in the Index Rules due to i) a significant change in the relevant regulatory or legal framework or in taxation, ii) a significant change of law or iii) significantly changed market circumstances, then the Index Sponsor will change the Index Rules in his reasonable discretion such that the pursuing of the essentially unchanged Index Objective remains possible. Such a change must not influence the economic situation of the owners of financial derivatives based on that Index in a substantially negative way.

7. TABLE OF RELEVANT EXCHANGES

Underlying Index	Relevant Exchange	Additional Exchanges
S&P Global Water (Price-) Index (EUR)	XETRA	Hong Kong Stock Exchange, New York Stock Exchange

8. INDEX SPONSOR; INDEX CALCULATION AGENT

The Index Sponsor transferred all rights and duties concerning the calculation of the Final Reference Value to the Index Calculation Agent. The Index Sponsor has the right to nominate a new Index Calculation Agent (the **"New Index Calculation Agent"**) at any time. From that time on all references to the Index Calculation Agent in this description refer to the New Index Calculation Agent.

9. DISCLAIMER

The Index exists exclusively in form of database records and does not express any legal or economical ownership of the Base Index or its components. Every action as described above is only executed in the sense of changing these database records. Neither issuers of financial instruments based on the Index nor the Index Calculation Agent nor the Index Sponsor is obligated to neither invest in the Base Index or its components nor to hold them.

The calculation of the Final Reference Value is done by the Index Calculation Agent with due diligence. Neither the Index Sponsor nor the Index Calculation Agent can guarantee the correctness of the market data used for the calculation. Neither the Index Sponsor nor the Index Calculation Agent is liable for direct or indirect losses or damages caused by errors in the market data used to calculate the Final Reference Value.

D. UniCredit Multi Asset Trend IV Index

1. General Description

The UniCredit Multi Asset Trend IV Index (the "**Index**") (ISIN: DE000A2BMQ56; WKN: A2BMQ5), developed and designed by UniCredit Bank AG or its legal successor (the "**Index Sponsor**"), is an index calculated by UniCredit Bank AG or a legal successor determined by the Index Sponsor (the "**Index Calculation Agent**") in Euro (the "**Index Currency**"), applying the rules ("**Index Rules**") outlined below.

The Index shall replicate the performance of an investment with limited risk into a weighted basket of underlying indices, exchange traded funds ("**ETFs**") and a cash component (as defined in section 3.1; together the "**Basket Constituents**") reduced by a Synthetic Dividend (as defined in section 6). The Basket (as defined in section 3.1) is reweighted monthly, based on an algorithmic trading strategy, more precisely an optimized multi-asset-momentum-strategy with fixed target volatility (the "**Strategy**"). For risk control purposes, the Index participates with a variable Participation Rate (as defined in section 5) in the performance of the Basket Value (as defined in section 4). The Participation Rate is determined newly on each Index Calculation Day based on the annualized volatility (as defined in section 5). The index aims to participate in the performance of the Basket Value while controlling the frequency and intensity of the value fluctuations (volatility) of the Basket (the "**Index Objective**").

To pursue the Index Objective, the Index Value (as defined in section 6) is calculated on each Index Calculation Day (as defined in section 6) and is based on the Closing Prices of the Basket Constituents in consideration of their respective Target Weights (as defined in section 3.2.1), the Participation Rate and by subtracting a Synthetic Dividend of 1.8% p.a. (as defined in section 6). The target volatility of the Strategy is 6%.

The Index Value shall be calculated on each Index Calculation Day at the Calculation Time by the Index Calculation Agent in the Index Currency.

"**Index Calculation Day**" is each day on which the Relevant Exchange(s) and the Relevant Futures Exchange(s) (as defined in section 3.1) of all Basket Constituents with positive weights (i.e. weights greater than zero) are open for business. If an ETF Basket Constituent has a positive weight, it must be possible to issue and redeem shares of the respective ETF as described in the respective ETF Documents.

"**Calculation Time**" is the time at which Closing Prices for all relevant Basket Constituents are available on a relevant day.

"**Closing Price**" of a Basket Constituent is (i) for an Underlying Index: the closing price as determined by the Relevant Exchange and published on data sources such as Bloomberg or Reuters, and (ii) for an ETF: the net asset value (NAV) as determined by the management company and published on data sources such as Bloomberg or Reuters. In case of a Compo Basket Constituent the conversion in the Index Currency is based on the exchange rates as defined in section 3.1.

The current Index Value and the weights of the Basket Constituents shall be published on each Index Calculation Day on www.onemarkets.de or a successor website. Furthermore, the Index Value shall be published via Bloomberg (QUIXMAT4 <Index>) and Reuters (.QUIXMAT4).

Any determination made by the Index Sponsor and the Index Calculation Agent in their reasonable discretion (§ 315 BGB) shall be published on www.onemarkets.de or a successor website.

The Index Value" as of 15 December 2014 (the "**Index Start Date**") was EUR 1,000 ("**Index Start Value**").

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY
BELONGING TO THE SAME GROUP

2. Investment Universe

The "**Investment Universe**" consists of the Basket (as defined in section 3.1).

If the suitability of the Investment Universe to pursue the Index Objective is no longer given, the Index Calculation Agent shall change the Investment Universe in its reasonable discretion (§ 315 BGB) in such a way that a substantially unchanged pursuit of the Index Objective remains possible. Such a change must not significantly adversely affect the economic situation of holders of any financial products linked to the Index.

3. Composition of the Basket and Weights of the Basket Constituents

3.1 Composition

The basket (the "**Basket**") is composed of Underlying Indices ("**Underlying Indices**") as well as ETFs as "**Index Components**" (Basket Constituents $i = 1 - 17$) and a cash component (Basket Constituent $i = 18$).

The "**Cash Component**" is a synthetic cash position in the Index Currency, which shall be invested into the EONIA UCITS ETF.

#	Basket Constituent	Bloomberg	Reuters	Cap Limit	(i) Relevant Exchange	(ii) Relevant Futures Exchange
1	ESTX 50 € NRt	SX5T Index	.STOXX50E R	$w_1 \leq 30\%$	EUREX	EUREX
2	DAX INDEX	DAX Index	.GDAXI	$w_2 \leq 30\%$	XETRA	EUREX
3	FTSE 100 TR GBP	TUKXG Index	.TFTSE	$w_3 \leq 30\%$	LSE	ICE Futures Europe Financials
4	SMI GROSS TOTAL RETURN	SMIC Index	.SMIC	$w_4 \leq 10\%$	SIX	EUREX
5	S&P 500 Net TR	SPTR500N Index	.SPXNTR	$w_5 \leq 30\%$	NYSE	CME
6	NASDAQ 100 TOTAL RETURN	XNDX Index	.XNDX	$w_6 \leq 30\%$	NASDAQ	CME
7	Lyxor ETF Hong Kong (HSI)	LYXHSGY Equity	LYXHSGY.DE	$w_7 \leq 30\%$	XETRA, HKSE	HKFE
8	FTSE E/N EuroZoneNet TRI	RPEU Index	.TFTEPEUL	$w_8 \leq 15\%$	ICE	ICE Futures Europe Financials
9	ISHARES GVT GMNY 1.5-2.5 DE	RXP1EXGY Equity	RXP1EX.DE	$w_9 + w_{10} + w_{11} \leq 30\%$	XETRA	EUREX
10	ISHARES USD TREASURY BND 1- 3	IUSUGY Equity	IUSU.DE		XETRA	CBOT
11	ISHARES EURO GOV BND 1-3	IBCAGY Equity	IBCA.DE		XETRA	EUREX
12	ISHR GVT GERMANY 2.5-5.5 DE	RXP2EXGY Equity	RXP2EX.DE	$w_{12} + w_{13} \leq 30\%$	XETRA	EUREX
13	ISHARES EURO GOV BND 3-5	IBCNGY Equity	IBCN.DE		XETRA	EUREX
14	ISHAR GVT GMNY 5.5-10.5YR DE	RXP5EXGY Equity	RXP5EX.DE	$w_{14} + w_{15} + w_{16} \leq$	XETRA	EUREX

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15	ISHARES USD TREASURY BND7- 10	IUSM GY Equity	IUSM.DE	30%	XETRA	CBOT
16	ISHARES EURO GOV BND 7-10	IBCM GY Equity	IBCM.DE		XETRA	EUREX
17	COMSTAGE ETF COM X-AGRI TR-I	CBCOMM GY Equity	CBCOMMO. DE	$w_{17} \leq 15\%$	XETRA	CME, ICE, NYSE-Liffe, LME
18	EONIA UCITS ETF	XEON GY Equity	XEON.DE	$w_{18} \leq 100\%$	XETRA	EUREX

Basket Constituents where the price is not indicated in the Index Currency shall be converted on each Index Calculation Day into the Index Currency on the basis of the Foreign Exchange Rate of the Basket Constituents currencies ("**Compo Basket Constituent**"). The "**Foreign Exchange Rate**" equals the WM/Reuters fixing rate as published on the respective Index Calculation Day as it is available on the respective Index Calculation Day immediately after the closing of trading of all Basket Constituents (i.e. immediately after the closure of all Relevant Exchanges). If WM/Reuters does not publish the fixing rate on such Index Calculation Day, the Index Calculation Agent shall determine the relevant Foreign Exchange Rate in its reasonable discretion (§ 315 BGB). With respect to the calculation of the Index, each reference to a Basket Constituent shall be considered as a reference to the Compo Basket Constituent.

In case that an ETF distributes dividends, the net proceedings of the distributions after deduction of taxes which would be received by a German institution within the meaning of section 1 para. 1b of the German Banking Act (I (KWG)) ("**Institution**") shall be reinvested into the Cash Component such that the Effective Quantity (as defined in section 3.2.4) of the Cash Component on the ex-date of the dividend increases.

3.2 Weights

On each Selection Day, the Target Weights of the Basket Constituents are newly determined (see section 3.2.1). In the immediately following Investment Period, the current Weights of the Basket Constituents shall be adjusted during the Implementation Period such that they approximate the Target Weights to the extent practicable (see section 3.2.2).

"**Investment Period**" is each consecutive one month period, starting on the Index Start Date.

"**Index Optimization Day**" is each calendar day on which all Relevant Exchanges and all Relevant Futures Exchanges (as defined in section 3.1) of the Basket Constituents are open for business and on which it is possible to issue and redeem ETF shares as described in the respective ETF Documents.

"**Selection Day**" is the Index Optimization Day before the last Index Optimization Day of each investment period, starting on 11 December 2014 ("**Initial Selection Day**").

"**Implementation Period**" consists of the first L Index Calculation Days of the Investment Period immediately following the Selection Day, where all Relevant Exchanges and all Relevant Futures Exchanges of all Basket Constituents with positive weights (i.e. weights larger than zero) are open for business during regular trading hours.

"**Implementation Day**" is each Index Calculation Day within the respective Implementation Period where all Relevant Exchanges and all Relevant Futures Exchanges of all Basket Constituents with positive weights (i.e. weights larger than zero) are open for business during regular trading hours. For the avoidance of doubt: For the determination of the first respective Implementation Day, all Basket Constituents with a positive weight *before* the implementation are relevant. For the

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determination of the remaining Implementation Days, all Basket Constituents with a positive weight *before and after* the implementation are relevant.

"L" is the length of the Implementation Period; it can be 2, 3 or 4 days and is determined as follows:

- (i) If the outstanding investment volume of all investment products referring to the Index on the respective Selection Day is lower than Euro 300 million, L is equal to two Implementation Days (L=2).
- (ii) If the outstanding investment volume of all investment products referring to the Index on the respective Selection Day is equal to or greater than Euro 300 million and lower than EURO 600 million, L is equal to three Implementation Days (L=3).
- (iii) If the outstanding investment volume of all investment products referring to the Index on the respective Selection Day is equal to or greater than Euro 600 million, L is equal to four Implementation Days (L=4).

In detail, the Index Calculation Agent shall proceed as follows:

3.2.1 Target Weights

The Index Calculation Agent determines the target weights $\omega_i^{\text{optimized}}$ (the "**Target Weights**") on each Selection Day at the Calculation Time.

The Target Weights are the percentage share which each Basket Constituent should have in the Basket after implementation at the end of the Implementation Period.

The Target Weights are determined by the Index Calculation Agent based on annualized average return R_i and the annualized covariance $\sigma_{i,j}$ of each Basket Constituent, to achieve an optimal risk-return profile taking in consideration a fix target volatility of the Strategy of 6%, a total sum of Target Weights of 100% and the Cap Limits of the Target Weights.

In detail, let

$\omega = (\omega_1, \dots, \omega_{18})^T \in [0, \infty]^{18}$ be an allocation vector for the Investment Universe.

On the Initial Selection Day t the allocation vector of the selection process $\omega^{\text{optimized initial}}$ is determined as the solution to the following optimization problem:

$$\max(R(t)^T \omega)$$

such that $\sqrt{\omega^T \Sigma(t) \omega} \leq 0.06$, $\omega^T \mathbf{1} = 1$ and ω fulfills all Cap Limits

On all other Selection Days t the allocation vector of the selection process $\omega^{\text{optimized}}$ is determined as the solution to the following optimization problem:

$$\max\left(R(t)^T \omega - \frac{\lambda}{2} \left(\omega - \omega_{pre}^{\text{optimized}}\right)^T \left(\omega - \omega_{pre}^{\text{optimized}}\right)\right)$$

such that $\sqrt{\omega^T \Sigma(t) \omega} \leq 0.06$, $\omega^T \mathbf{1} = 1$ and ω fulfills all Cap Limits

Here,

R is the return vector with $R = (R_1, \dots, R_i, \dots, R_{18})^T$

R_i is the arithmetic mean of the annualized (i.e. multiplied by 12, 6, 4, 3, 12/5, 2) returns of Basket Constituent i for the previous respectively 21, 42, 63, 84, 105 und 126 Index Optimization Days before and including the Selection Day (the period of 126 Index Optimization Days is the "**Selection Period**").

$\lambda = 1$ is the "Regularization Parameter" (set to 1)

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$\omega_{pre}^{optimized}$ is the allocation vector that was obtained from solving the optimization problem for the Investment Period that includes the Selection Day (i.e. the Target Weights of the previous reweighting)

$\Sigma = \sigma_{i,j}$ is the Variance-Covariance-Matrix for $i, j \in (1, \dots, 18)$

$\sigma_{i,j}$ is the annualized (i.e. multiplied by 252/3) covariance, which is calculated based on 3-day rolling logreturns of Basket Constituent i and Basket Constituent j, for all Index Optimization Days within the Selection Period (i.e. 123 continuous 3-day-returns are used for the calculation).

T Transpose

"**Basket Constituent i**" are the Basket Constituents with $i = 1, \dots, 18$

The Weights of Basket Components i may be positive or zero (0).

If case that a weighting is not possible pursuant to the rules outlined above, an Extraordinary Adjustment of the Index Rules shall take place.

3.2.2 Implementation

During the respective Implementation Period the Index Calculation Agent adjusts the Weights of the Basket Constituents on the Implementation Days such that at the end of the Implementation Period, the Weights approximate the Target Weights to the extent practicable. At the same time, the Index Calculation Agent shall take care that the turnover in the respective Basket Constituents traded at the respective Relevant Exchange is distributed over several days. Doing so, such investment volumes of Basket Constituents shall be taken into account which an Institution issuing financial products linked to the Index would have to trade in order to hedge the risks of the issuance of such financial products ("**Hedging**").

For this purpose, the Effective Quantity (as defined in section 3.2.4) of each Basket Constituent shall be adjusted based on the new Target Weights, the Closing Prices of the Basket Constituents, the Basket Value and the Net Proceeds released through the reweighting.

In detail:

The net quantity (the "**Net Quantity**") describes the Effective Quantity Q_i of each Basket Constituent at the Calculation Time on each Selection Day. Moreover, the theoretical quantity of each Basket Constituent at the Calculation Time is calculated taking in consideration the new Target Weights as defined in section 3.2.1 (the "**Target Quantity**"). The lower of both quantities is defined as reduced quantity (the "**Reduced Quantity**"):

$$Q_i^{theo} = \frac{B_S \times \omega_i^{optimized}}{P_i^S},$$

$$Q_i^d = \min(Q_i^{net}, Q_i^{theo})$$

where

B_S is the Basket Value on the Selection Day

P_i^S is the Closing Price of the respective Basket Constituent on the Selection Day

Q_i^d is the Reduced Quantity

Q_i^{net} is the Net Quantity

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Q_i^{theo} is the Target Quantity

At the Calculation Time of the r-th Implementation Day the Effective Quantity of each Basket Constituent is defined as

$$Q_i^r = Q_i^{r-1} - I_{\{1, \dots, L-1\}}^r \times \left(\frac{Q_i^{net} - Q_i^d}{L-1} \right) + \left(\frac{P_{18}^r}{P_{18}^{r-1}} \right) \times \frac{\text{Net Proceeds}_{r-1}}{P_i^r} \times \frac{\max(0, \omega_i^{optimized} - \omega_i^{r-1})}{\sum_{j=1}^{18} \max(0, \omega_j^{optimized} - \omega_j^{r-1})},$$

where

$$Q_i^0 = Q_i^{net}$$

i is the Basket Constituent 1, ..., 18

r is the Implementation Day 1, ..., L

$I_{\{1, \dots, L-1\}}^r$ is an indicator function, i.e. $I = 0$ for $r = L$, else $I = 1$

P_i^r is the Closing Price of Basket Constituent i at the Implementation Day r (with $P_i^0 = 1$)

$\omega_i^r = Q_i^r \times \frac{P_i^r}{B_r}$ is the weight of Basket Constituent i at Implementation Day r (with $\omega_i^0 = 0$)

B_r is the Basket Value on each Implementation Day r

"Net Proceeds" is the amount released in the transactions on Implementation Day r and is calculated as followed:

$$\text{Net Proceeds}_r = \sum_i \left(\frac{Q_i^{net} - Q_i^d}{L-1} \right) \times P_i^r \quad (\text{with Net Proceeds}_0 = 0)$$

The Net Proceeds is invested immediately after the Calculation Time into the Cash Component ($i = 18$) on each except the last Implementation Day. The total quantity of the Cash Component immediately after the Calculation Time on Implementation Day r is therefore:

$$Q_{18}^{r, total} = Q_{18}^r + \frac{\text{Net Proceeds}_r}{P_{18}^r}, \quad \text{with } r = 1, \dots, L-1$$

For the avoidance of doubt:

To calculate the Basket Value on each except the last Implementation Day the total quantity $Q_{18}^{r, total}$ is used (and not Q_{18}^r).

On the first Implementation Day only "sell" transactions are executed, on the last Implementation Day only "buy" transactions are executed.

Once the implementation is complete, the Effective Quantity on the last Implementation Day Q_i^L becomes the Effective Quantity Q_i .

3.2.3 Effective Quantity

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The Effective Quantity Q_i (the "**Effective Quantity**") is the quantity of the respective Basket Constituent in the Basket after the Implementation.

The Effective Quantity for the first investment period ("**Initial Quantity**") is calculated as follows:

$$Q_i^{\text{initial}} = \frac{\text{Index}_{\text{initial}} \times \omega_i^{\text{optimized initial}}}{P_i^{\text{initial}}},$$

where

Q_i^{initial} denotes the Initial Quantity

$\text{Index}_{\text{initial}}$ denotes the Index Start Value

P_i^{initial} denotes the Closing Price of the respective Basket Constituent on the Index Start Date.

3.3 Extraordinary Reweighting

The Index Calculation Agent may undertake an extraordinary Index reweighting on any Index Optimization Day according to the procedure described in section 3.2 if the Effective Quantity does not reflect the current market situation due to changes in the market environment. The Index Calculation Agent decides in its reasonable discretion (§ 315 BGB) whether this is the case. An extraordinary reweighting must not significantly adversely affect the economic situation of holders of financial products linked to the Index.

4. Calculation of the Basket Value

The "**Basket Value**" for an Index Calculation Day t is equal to the sum of the products of each Basket Constituent of (a) the Effective Quantity of the respective Basket Constituent times (b) the Closing Price of the respective Basket Constituent

or, expressed as a formula:

$$B(t) = \sum_{i=1}^{18} Q_i(t) \times P_i(t)$$

where,

$Q_i(t)$ is the Effective Quantity of the respective Basket Constituent on the Index Calculation Day t

$P_i(t)$ is the Closing Price of the respective Basket Constituent on the Index Calculation Day t

The Basket Value is rounded to two decimals, whereby 0.005 is rounded up.

5. Determination of the Participation Rate

The Participation Rate is determined by the Index Calculation Agent based on the realized volatility of the Basket ("**Basket Volatility**").

On each Index Calculation Day t_j (with $j = 0, 1, 2, \dots$) the Basket Volatility is determined based on the daily return of the Basket over a period of 61 Index Calculation Days and then annualized. The respective period starts 62 Index Calculation Days before the respective Index Calculation Day and ends two Index Calculation Days before the respective Index Calculation Day. Return denotes the logarithm of the change of the Basket Value between two respectively consecutive Index Calculation Days.

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$$\sigma_R(t_j) = \begin{cases} 6\% & \text{for } j = 0, 1, \dots, 61 \\ \sqrt{\frac{\sum_{p=0}^{59} \left(\text{Ln} \left[\frac{B(t_{j-p-2})}{B(t_{j-p-3})} \right] \right)^2}{59} - \frac{1}{60} \left(\sum_{p=0}^{59} \text{Ln} \left[\frac{B(t_{j-p-2})}{B(t_{j-p-3})} \right] \right)^2} * \sqrt{252}} & \text{for } j \geq 62 \end{cases}$$

where "Ln[]" is defined to be the natural logarithm of [].

The Index Calculation Agent determines on each Index Calculation Day t_j the Participation Rate $PR(t_j)$ based on the Basket Volatility $\sigma_R(t_j)$ pursuant to the following allocation table. The higher the Basket Volatility the lower the Participation Rates and vice versa.

Allocation table

Basket Volatility $\sigma_R(t_j)$	Participation Rate $PR(t_j)$
$\sigma_R(t_j) < 8.00\%$	100.00%
$8.00\% \leq \sigma_R(t_j) < 8.25\%$	96.00%
$8.25\% \leq \sigma_R(t_j) < 8.50\%$	92.00%
$8.50\% \leq \sigma_R(t_j) < 8.75\%$	90.00%
$8.75\% \leq \sigma_R(t_j) < 9.00\%$	87.00%
$9.00\% \leq \sigma_R(t_j) < 9.25\%$	85.00%
$9.25\% \leq \sigma_R(t_j) < 9.50\%$	82.00%
$9.50\% \leq \sigma_R(t_j) < 9.75\%$	80.00%
$9.75\% \leq \sigma_R(t_j) < 10.00\%$	78.00%
$10.00\% \leq \sigma_R(t_j) < 10.50\%$	74.00%
$10.50\% \leq \sigma_R(t_j) < 11.00\%$	70.00%
$11.00\% \leq \sigma_R(t_j) < 11.50\%$	66.00%
$11.50\% \leq \sigma_R(t_j) < 12.00\%$	63.00%
$12.00\% \leq \sigma_R(t_j) < 12.50\%$	61.00%
$12.50\% \leq \sigma_R(t_j) < 13.00\%$	58.00%
$13.00\% \leq \sigma_R(t_j) < 13.50\%$	56.00%
$13.50\% \leq \sigma_R(t_j) < 14.00\%$	54.00%
$14.00\% \leq \sigma_R(t_j) < 14.50\%$	52.00%
$14.50\% \leq \sigma_R(t_j) < 15.00\%$	50.00%
$15.00\% \leq \sigma_R(t_j) < 16.00\%$	46.00%
$16.00\% \leq \sigma_R(t_j) < 17.00\%$	43.00%
$17.00\% \leq \sigma_R(t_j) < 18.00\%$	41.00%
$18.00\% \leq \sigma_R(t_j) < 19.00\%$	38.00%
$19.00\% \leq \sigma_R(t_j) < 20.00\%$	36.00%
$20.00\% \leq \sigma_R(t_j) < 21.00\%$	35.00%
$21.00\% \leq \sigma_R(t_j) < 22.00\%$	30.00%

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$22.00\% \leq \sigma_R(t_j) < 23.00\%$	25.00%
$23.00\% \leq \sigma_R(t_j) < 24.00\%$	20.00%
$24.00\% \leq \sigma_R(t_j) < 25.00\%$	15.00%
$25.00\% \leq \sigma_R(t_j) < 26.00\%$	10.00%
$26.00\% \leq \sigma_R(t_j) < 27.00\%$	5.00%
$27.00\% \leq \sigma_R(t_j)$	0.00%

6. Calculation of the Index Value

The Index Calculation Agent calculates on each Index Calculation Day t_j (with $j = 1, 2, \dots$) following the Index Start Date) the index value (the "**Index Value**", "**Index(t_j)**") based on the following formula:

$$\begin{aligned} \text{Index}(t_j) = & \text{Index}(t_{j-1}) \\ & \times \left(1 - \frac{\text{Div}}{360} \times \Delta(t_{j-1}, t_j) + PR(t_{j-1}) \times \text{Return}_1(t_j) + (1 - PR(t_{j-1})) \right. \\ & \left. \times \text{Return}_2(t_j) \right) \end{aligned}$$

where

$\text{Index}(t_{j-1})$ denotes the Index Value on the previous Index Calculation Day

$\frac{\text{Div}}{360} \times \Delta(t_{j-1}, t_j)$ denotes the pro rata Synthetic Dividend since the previous Index Calculation Day

with

"**Synthetic Dividend**" equals 1.8% p.a. referring to the Index Value on the previous Index Calculation Day

$\text{Div} = 1.8\%$

$\Delta(t_{j-1}, t_j)$ is the number of calendar days from Index Calculation Day t_{j-1} (excluding) until Index Calculation Day t_j (including)

$PR(t_{j-1})$ denotes the Participation Rate as determined for Index Calculation Day t_{j-1}

$\text{Return}_1(t_j)$ denotes the performance of the Basket since the previous Index Calculation Day and is calculated as follows:

$$\text{Return}_1(t_j) = \frac{B(t_j) - B(t_{j-1})}{B(t_{j-1})}$$

$\text{Return}_2(t_j)$ denotes the performance of the Cash Component since the previous Index Calculation Day and is determined as follows:

$$\text{Return}_2(t_j) = \frac{P_{18}(t_j) - P_{18}(t_{j-1})}{P_{18}(t_{j-1})}$$

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The Index Value is rounded to two decimals, whereby 0.005 is rounded up.

7. Market Disruption

7.1 Reweighting

In case a Market Disruption occurs on an Implementation Day, the respective Implementation Day is postponed to the next Index Calculation Day where the Market Disruption ceases to exist, and the following Implementation Days of the Implementation Period are postponed accordingly. If the Market Disruption lasts for five (5) consecutive Index Calculation Days, (i) the fifth Index Calculation Day is determined as the Implementation Day and the following Implementation Days of the Implementation Period are postponed accordingly, and (ii) the reweighting according to section 3.2 is implemented such that the Effective Quantity of the Basket Constituent affected by the Market Disruption remains unchanged in comparison with the respective previous Implementation Day. If the unchanged Effective Quantity of the respective Basket Constituent affected by the Market Disruption is lower than the Effective Quantity that should have been originally reached on the Implementation Day, the Effective Quantity of the Cash Component shall be increased proportionally. However, if the unchanged Effective Quantity of the respective Basket Constituent affected by the Market Disruption is higher than the Effective Quantity that should have been originally reached on the Implementation Day, the remaining Effective Quantities of all other Basket Constituents shall be reduced proportionally.

7.2 Index Value

If a Basket Constituent is affected by a Market Disruption on any Index Calculation Day the last available price before the Market Disruption is used for the calculation of the Index Value.

If this price is not market compliant or not suitable for any other reason, the market compliant price of the Basket Constituent is used. It is estimated by the Index Calculation Agent in its reasonable discretion (§ 315 BGB).

7.3 Definition of Market Disruption

A market disruption (a "**Market Disruption**") shall be deemed to have occurred if and so long as any Basket Constituent is affected by a Market Disruption Event.

A "**Market Disruption Event**" means any of the following events occurring:

- a) the quotation of the Basket Constituent or the constituents of an Underlying Index is suspended, limited or restricted by the Relevant Exchange, due to price movements exceeding the limits of the Relevant Exchange or for any other reason;
- b) the quotation of a derivative on the Basket Constituent is suspended, limited or restricted by the Relevant Futures Exchange, due to price movements exceeding the limits of the Relevant Futures Exchange or for any other reason;
- c) the quotation of ETFs or securities (e.g. index tracker certificates) reflecting the Basket Constituent is suspended, limited or restricted by the Relevant Exchanges or any other market place where such ETFs/securities are traded or by the Relevant Futures Exchanges or any other market place where derivatives of such ETFs are traded, due to price movements exceeding the limits of the Relevant Exchange or Relevant Futures Exchanges or market provider or for any other reason;
- d) the price of the Basket Constituent is not published due to any decision by the responsible institution for the calculation and/or publication of the net asset value (for ETFs) or value.

The Index Calculation Agent shall decide in its reasonable discretion (§ 315 BGB) whether a Market Disruption Event has occurred or not.

8. Extraordinary Adjustments of the Index Rules

If pursuing the Index Objective requires a change in the Index Rules due to (i) a significant change in the relevant regulatory or legal framework or taxation, (ii) a significant change in case law or (iii) substantially altered market circumstances, the Index Sponsor shall amend the Index Rules in its reasonable discretion (§ 315 BGB) in such a way that a substantially unchanged pursuit of the Index Objective remains possible. It may also undertake an extraordinary reweighting according to section 3.3. Such a change in the Index Rules must not significantly adversely affect the economic situation of the holders of financial products linked to the Index.

In the case of a Fund Event, an Index Event or other serious circumstances, the affected Basket Constituents are replaced by constituents of an economically equivalent asset class and/or investment strategy if pursuing the Index Objective is significantly affected by the Fund Event, Index Event or the other serious circumstances. This substitution is carried out by the Index Calculation Agent in its reasonable discretion (§ 315 BGB). In this context, each ETF affected by the Fund Event may be replaced by an ETF of a comparable asset class and / or investment strategy or by its benchmark or an extraordinary reweighting can be carried out according to section 3.3. The economic situation of the holders of financial products linked to the Index must not be changed substantially adversely by taking measures described in this paragraph.

"Fund Event" with respect to the Basket Constituents which are ETFs means in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent any of the following events occurring:

- (a) changes are made in one of the ETF Documents which affect the ability of the ETF for the hedging, in particular changes with respect to (i) the risk profile of the ETF, (ii) the investment objectives or investment strategy or investment restrictions of the ETF, (iii) the currency of the ETF shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the ETF shares;
- (b) requests for the issue, redemption or transfer of ETF 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 ETF shares (other than the fees, premiums, discounts, charges, commissions, taxes or similar fees already charged before the Index Start Date) or the running fees are changed;
- (d) the ETF or the management company or the provider of ETF services appointed for this purpose by the ETF or the management company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the ETF Documents;
- (e) a change in the legal form of the ETF;
- (f) a change of significant individuals in key positions at the management company or in the ETF Management;
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the ETF or of the management company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the ETF or of the management company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the ETF 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 ETF, the management company or an ETF Services Provider, or of individuals in key positions at the management company or in the ETF Management as a result of misconduct, a violation of the law or for similar reasons;

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- (h) a breach by the ETF or the management company of the investment objectives, the investment strategy or the investment restrictions of the ETF (as defined in the ETF Documents), or a breach of statutory or regulatory requirements by the ETF or the management company;
- (i) a change in laws or regulations or exchange rules or in their implementation or interpretation (whether formally or informally) which requires an Institution issuing financial products linked to the Index, in relation to the subscription, redemption or holding of ETF shares, (i) to create a reserve or provision, or (ii) to significantly 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 financial products in comparison with the conditions applying on the Index Start Date;
- (j) a change in laws or regulations or exchange rules or in their implementation or interpretation (whether formally or informally) as a result of which compliance by an Institution issuing financial products linked to the Index with the terms of the agreements it has entered into for the purpose of hedging its obligations under the financial products would become unlawful or impracticable or would entail substantially higher costs;
- (k) the proportion of the volume held by an Institution issuing financial products linked to the Index for hedging purposes increases beyond 20% of the ETF shares outstanding;
- (l) an Institution issuing financial products linked to the Index and purchases ETF shares for hedging purposes is required to consolidate the ETF as a result of accounting or other regulations;
- (m) the sale or redemption of the ETF shares for reasons beyond the control of an Institution issuing financial products linked to the Index and holds ETF shares for hedging purposes, and not relating to the financial products, 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 ETF shares or of the redemption or tradability of existing ETF shares or (ii) the reduction of the number of ETF shares of a shareholder in the ETF for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the ETF shares or (iv) payments in respect of a redemption of ETF shares being made in whole or in part by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets;
- (o) the management company or a ETF Services Provider discontinues its services for the ETF or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which in the reasonable discretion of the Index Calculation Agent (§ 315 BGB) is of similarly good standing;
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the ETF or the ETF 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 ETF or the merger of the ETF into or with another fund (e.g. ETF), (iii) a requirement to transfer all the ETF shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the ETF shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the ETF or the management company;
- (r) the Index Sponsor loses the right to use the ETF share as the Basket Constituent;

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- (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 an Institution issuing financial products linked to the Index or a holder of financial products linked to the Index in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent;
- (t) no notification is given of the basis of taxation for the ETF in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the ETF or the management company has announced that no notification of the bases of taxation shall be given in accordance with the applicable provisions of the InvStG in the future;
- (u) changes in the investment or distribution policy of the ETF which could have a substantial negative effect on the amount of the ETF's distributions as well as distributions which diverge significantly from the ETF's normal distribution policy to date;
- (v) the ETF or the management company or a company affiliated to it breaches the agreement in relation to the ETF entered into with the Index Sponsor or an Institution issuing financial products linked to the Index in a significant respect or terminates that agreement;
- (w) the ETF or the management company, contrary to normal practice to date, fails to provide the Index Calculation Agent, the Index Sponsor or an Institution issuing financial products linked to the Index with information that such person reasonably considers necessary to enable it to monitor compliance with the ETF's investment guidelines or restrictions in a timely manner;
- (x) the ETF or the management company fails to provide the Index Calculation Agent, the Index Sponsor or an Institution issuing financial products linked to the Index with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- (y) any other event that could have a noticeable adverse effect on the NAV of the ETF or the ability of an Institution issuing financial products linked to the Index to hedge its obligations under the financial products linked to the Index on more than a temporary basis;
- (z) the NAV is no longer published in the underlying currency;
- (aa) the quotation of the ETF or the ETF shares at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent no substitute relevant exchange could be determined;
- (bb) the performance of the ETF is on five consecutive trading days higher than the performance of the index underlying the ETF, based on the closing prices.

"ETF Services Provider" means in respect of an ETF, if available, the Auditor, the Administrator, the Investment Adviser, the Portfolio Manager, the Custodian Bank and the management company.

"ETF Documents" means, in relation to the ETF, 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, if applicable, the articles of association, the key investor information document and all other documents of the Fund in which the terms and conditions of the ETF and of the ETF shares are specified.

"ETF Management" means the persons responsible for the portfolio and/or risk management of the ETF.

"Index Event" means with respect to the Basket Constituents which are Underlying Indices any of the following events occurring:

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the cancellation of the calculation or publication of an Underlying Index or its replacement by its sponsor

a change in the index concept or the calculation of an Underlying Index such that the new index concept or the calculation of the new Underlying Index is no longer economically equivalent to the original index concept or the calculation of the original Underlying Index; the Index Calculation Agent determines in its reasonable discretion (§ 315 BGB) whether this is the case;

any other event, which may have a material and not only temporary adverse effect on the Underlying Index; the Index Calculation Agent determines in its reasonable discretion (§ 315 BGB) whether this is the case.

9. Index Sponsor; Index Calculation Agent

The Index Sponsor has assigned all rights and duties with regard to the Index to the Index Calculation Agent. Moreover, the Index Sponsor is at any time authorized to select in its reasonable discretion (§ 315 BGB) a new Index Calculation Agent (the "**New Index Calculation Agent**"), whereas each reference in this description to the Index Calculation Agent shall be deemed as a reference to the New Index Calculation Agent.

10. Disclaimer

The Index and the Basket takes the form solely of a set of records and does not convey any direct, indirect or beneficial interest in the Index Components. Any action specified above in respect of the Index shall be effected solely on a theoretical basis by an amendment to such records. Neither Institutions issuing financial instruments linked to the Index nor the Index Calculation Agent is obliged to actually invest or hold an interest in the Index Components.

The calculation of the Index Value and the weights of the Basket Constituents will be performed by the Index Calculation Agent with all due care. However, neither the Index Sponsor nor the Index Calculation Agent give any representation or guarantee for the correctness of the market data underlying the calculation of the Index Value. Neither the Index Sponsor nor the Index Calculation Agent accepts any liability for any direct or indirect damage which may result from an incorrect calculation of the market data underlying the calculation of the Index Value.

E. HVB Robotics Fund Risk Control 9 Index

The following Index Description outlines the key data for the HVB Robotics Fund Risk Control 9 Index compiled by UniCredit Bank AG. This description is subject to amendments or adjustments from time to time.

The HVB Robotics Fund Risk Control 9 Index (WKN A2DBZ6 / ISIN DE000A2DBZ64) (the "**Index**") is an index developed and designed by UniCredit Bank AG, Munich, Germany, or any successor thereto (the "**Index Sponsor**") and calculated by UniCredit Bank AG, Munich, Germany, or any successor determined by the Index Sponsor (the "**Index Calculation Agent**") in USD (the "**Index Currency**") in accordance with the index rules set out below (the "**Index Rules**"). The objective of the Index is to participate in the performance of the Reference Fund, while aiming to control the frequency and degree of variation in the value (volatility) of the Index (the "**Objective of the Index**").

Section A. - Definitions, General information

I. Definitions

For the purposes of this description (the "**Index Description**"), the following terms have the following meanings:

"**Auditor**" means PricewaterhouseCoopers and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) is open and on which commercial banks and foreign exchange markets settle payments in London and New York.

"**Custodian Bank**" means State Street Custodial Services (Ireland) Limited and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

"**USD**" means US Dollar.

"**Fee (t_j)**" means the Fee at Index Valuation Date t_j. Fee (t_j) is calculated by the Index Calculation Agent for every Index Valuation Date t_j in accordance with the provisions set forth in *Section C. - I. Calculation of the Index* of this Index Description. "**Fund Documents**" means the annual report and the half-yearly report, the prospectus (including the management regulations, terms and conditions), the key investor information and all other documents of the Reference Fund which specify the terms and conditions of the Reference Fund and the Fund Shares, in each case in the respective valid version.

"**Fund Event**" means any event defined as a Fund Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

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

"**Fund Service Providers**" are the Auditor, the Custodian Bank and the Management Company.

"**Fund Share**" or "**Fund Shares**" means a unit or share or units of the Reference Fund (ISIN IE00BYZK4552 / Bloomberg RBOT LN Equity).

"**Hedging Party**" means the Index Sponsor. The Index Sponsor is entitled at any time to appoint another person or company to act as Hedging Party (the "**Successor Hedging Party**"). The appointment of a Successor Hedging Party will be published in accordance with *Section F. - Publication* of this Index Description.

"**Hedging Transactions**" means one or more trades, transactions or investments (especially securities (including Fund Shares), options, futures, derivatives and foreign currency transactions, repos or securities lending transactions or other instruments or measures) which are required for an Issuer and/or any Hedging Party to hedge price risks or other risks at standalone or portfolio basis arising from obligations with regard to the Index or with regard to Securities or other financial instruments linked to the Index (i.e. financial instruments whose payments are linked to the performance of the

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Index). The Index Sponsor will determine in its reasonable discretion (§ 315 of the German Civil Code (*Bürgerliches Gesetzbuch*; "BGB")) whether any such Hedging Transactions are required.

"**Hypothetical Investor**" means, in relation to any Fund Shares, a hypothetical investor holding such Fund Shares which (i) has the legal form of a company incorporated in Germany and is a credit institution licensed under Section 32 of the German Banking Act (*Kreditwesengesetz*, KWG) and (ii) is deemed, with respect to the rights and obligations, to have the position of an investor in Fund Shares on the relevant Index Valuation Date, as determined in the Fund Documents, and (iii) is deemed to have the possibilities of such an investor in relation to the subscription and redemption of Fund Shares as at the relevant Index Valuation Date.

"**Index Components**" means the Fund Shares and the Reference Interest Rate included in the Index at any given time.

"**Index Initial Value**" means 100.00.

"**Index Start Date**" means 2 May 2017.

"**Index Valuation Date**" means any Banking Day as of which the subscription and redemption of Fund Shares is ordinarily possible according to the Fund Documents.

"**Index Value**" means the value (expressed in USD) of the Index on any given Index Valuation Date as calculated by the Index Calculation Agent.

"**Index(t_j)**" means the Index Value at Index Valuation Date t_j . Index (t_j) is calculated by the Index Calculation Agent for every Index Valuation Date t_j in accordance with the provisions set forth in *Section C. - I. Calculation of the Index* of this Index Description.

"**Issuer**" means an issuer of Securities.

"**Management Company**" means BlackRock Asset Management Ireland Limited, which manages the Reference Fund.

"**NAV(t_{j-1})**" means the Net Asset Value of a Fund Share on Index Valuation Date t_{j-1} .

"**NAV(t_j)**" means the Net Asset Value of a Fund Share on Index Valuation Date t_j .

"**Net Asset Value**" or "**NAV**" means the official net asset value for a Fund Share, as published by the Management Company and at which it is actually possible to redeem Fund Shares.

"**Reference Fund**" means iShares Automation & Robotics UCITS ETF.

"**Reference Interest Rate**" means the US 3-month LIBOR rate published as of 11.55 London time on the Bloomberg page US0003M Index or the Reuters page USD3MFSR=. In case that the values published on the Bloomberg page and the Reuters page deviate, the value published on the Bloomberg page is considered as relevant. If no rate is published, the Index Calculation Agent will determine such rate from other sources as it deems appropriate in its reasonable discretion according to § 315 BGB.

"**Reference Rate Event**" means any event defined as a Reference Rate Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

"**Relevant Exchange**" means London Stock Exchange (LSE).

"**Securities**" means all outstanding securities of a company affiliated with the Index Sponsor (section 15 of the German Stock Corporation Act (*Aktiengesetz*)) at a given time for which payment of principal and/or interest depends on the performance of the Index.

" **t_j** " means the j -th Index Valuation Date. The Index Start Date is labeled with t_0 , previous Index Valuation Dates are labelled with negative indices and subsequent Index Valuation Dates are labelled with positive indices, resulting in ($\dots, t_{-2}, t_{-1}, t_0, t_1, t_2, \dots$).

" **t_{j-p}** " is the p -th Index Valuation Date prior to the Index Valuation Date t_j .

" **t_{j-p-2}** " is the second Index Valuation Date prior to the Index Valuation Date t_{j-p} .

" **t_{j-p-3}** " is the third Index Valuation Date prior to the Index Valuation Date t_{j-p} .

II. General information, Disclaimer

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors or potential investors in Securities and does not constitute a solicitation or offer to invest in Fund Shares. Each investor or potential investor shall make its own assessment of the suitability of the Reference Fund. Users of the Index and each potential investor in Securities should perform his own investigation with respect to the Index and should in any case seek sufficient professional advice before investing in Securities. When calculating the Index Value, the Index Calculation Agent must rely upon statements, confirmations, computations, assurances and other information provided by third parties, the correctness and reliability of which it largely does not verify and for the correctness of which it accepts no responsibility. Any inaccuracies contained in such information may have an impact on the calculation of the Index Value without any fault attaching to the Index Calculation Agent. Neither the Index Sponsor nor the Index Calculation Agent has any obligation to verify this information independently.

The Index exists exclusively in the form of sets of data records and does not convey any direct or indirect legal or beneficial interest or ownership in the Index Components. Each of the allocations described herein is only carried out hypothetically by modifying such records. Neither the Index Sponsor nor the Index Calculation Agent nor any Issuer or the Hedging Party is under any obligation to directly or indirectly acquire the Index Components. Fees or rebates, if any, received by the Index Sponsor in its capacity as Hedging Party from the Management Company in relation to holdings in the Reference Fund will not be distributed to the holders of Securities or reinvested in the Index. Distributions made by the Reference Fund will not be distributed to the holders of Securities.

Section B. - General information regarding the Index

I. Objective of the Index

The Objective of the Index is to provide synthetic exposure to the performance of the Reference Fund. The Index has a built-in target volatility mechanism. When the Index Calculation Agent determines that the realised volatility of the Reference Fund over the preceding 20-day reference period exceeds a defined volatility level (the "**Target Volatility**"), then the exposure of the Index to the Reference Fund will be reduced, with the aim of maintaining the realised volatility of the Index at the Target Volatility. When the Index Calculation Agent determines that the realised volatility of the Reference Fund is below the Target Volatility and the exposure of the Index to the Reference Fund is below 100%, then the exposure of the Index to the Reference Fund will be increased in order to maintain the realised volatility of the Index at or below the Target Volatility. The maximum exposure of the Index to the Reference Fund is 100%.

The Index is an "Excess Return" index. As a consequence, the level of the Index reflects the performance of the Reference Fund relative to the Reference Interest Rate. If the Reference Fund exhibits a return higher than the Reference Interest Rate, then the return of the Index will be positive. If the Reference Fund exhibits a return less than the Reference Interest Rate, then the return of the Index will be negative.

There is no guarantee and no assurance (express or implied) given by the Index Sponsor nor by the Index Calculation Agent that the Objective of the Index will be achieved.

II. Index Sponsor and Index Calculation Agent

The Index Sponsor creates the Index by selecting the Index Components and by determining the method used to calculate and publish the Index Value (the "**Index Concept**"). The Index Sponsor will make any decisions, determinations and specifications with regard to the Index in its reasonable discretion (§ 315 BGB).

The Index Calculation Agent conducts all calculations with regard to the Index in accordance with this Index Description, and monitors and maintains certain index data for this purpose. The Index Calculation Agent will act with the due care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmannes*) in performing its duties in accordance with this Index Description. Neither the Index Sponsor nor the Index Calculation Agent give any representation or guarantee for the correctness of the data underlying the calculation of the Index Value. Neither the Index Sponsor nor the Index

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Calculation Agent accepts any liability for any direct or indirect damage which may result from an incorrect calculation of the Index Value.

The Index Calculation Agent may at any time seek advice from third parties with regard to its obligations described herein. The Index Calculation Agent may resign at any time, provided that, for as long as Securities are still outstanding, the resignation will take effect only if (i) a successor Index Calculation Agent is appointed by the Index Sponsor, (ii) such successor Index Calculation Agent accepts the appointment, and (iii) the successor Index Calculation Agent assumes the rights and obligations of the Index Calculation Agent. Such replacement of the Index Calculation Agent will be published in accordance with *Section F. - Publication* of this Index Description.

Neither the Index Sponsor nor any other person related to the Index acts in any fiduciary or advisory capacity for any holder of Securities.

Section C. - Calculation of the Index

I. Calculation of the Index Value

The Index Value (Index(t_j)) is calculated by the Index Calculation Agent for each Index Valuation Date t_j (where $j = 1, 2, \dots$) after the Index Start Date in accordance with the following formula:

$$\text{Index}(t_j) = \text{Index}(t_{j-1}) \times [1 + w(t_{j-1}) \times \text{Return1}(t_j) - w(t_{j-1}) \times \text{Return2}(t_j) - \text{Fee}(t_j)]$$

where:

$$\text{Return1}(t_j) = \frac{\text{NAV}(t_j) - \text{NAV}(t_{j-1})}{\text{NAV}(t_{j-1})};$$

$$\text{Return2}(t_j) = \text{Rate}(t_{j-1}) \times \frac{\Delta(t_{j-1}, t_j)}{360}$$

and the

$$\text{Fee}(t_j) = 1.75\% \times \frac{\Delta(t_{j-1}, t_j)}{360}$$

where:

"**Rate**(t_{j-1})" means the Reference Interest Rate and that has been fixed two (2) Index Valuation Dates prior to Index Valuation Date t_{j-1} as determined by the Index Calculation Agent.

"**w**(t_{j-1})" denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date t_{j-1} .

" **Δ** (t_{j-1}, t_j)" denotes the number of calendar days from Index Valuation Date t_{j-1} (exclusive) to Index Valuation Date t_j (inclusive).

Under normal circumstances, the Index Value at an Index Valuation Date is calculated on the following Banking Day (each an "**Index Calculation Date**") after the Index Calculation Agent has received the relevant Net Asset Value of the Reference Fund.

II. Dynamic Allocation Rules

The weighting of the Index Components is determined for each Index Valuation Date t_j (where $j = 0, 1, 2, \dots$) as follows ("**Dynamic Allocation**"):

Firstly, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund ($\sigma_R(t_j)$), using the continuous daily returns of the Reference Fund over a period of twenty consecutive Index Valuation Dates which is normalised to an annual figure for the volatility. The period observed (the "**Volatility Period**") commences with the 21st Index Valuation Date prior to

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the relevant Index Valuation Date t_j and ends with the second Index Valuation Date prior to the relevant Index Valuation Date t_j . Continuous return means the logarithm of the change in the Net Asset Value between two consecutive Index Valuation Dates.

The realised volatility of the Reference Fund on each Index Valuation Date t_j (where $j = 0, 1, 2, \dots$) is calculated as follows:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \left(\text{Ln} \left[\frac{\text{NAV}(t_j-p-2)}{\text{NAV}(t_j-p-3)} \right] \right)^2 - \frac{1}{20} \times \left(\sum_{p=0}^{19} \text{Ln} \left[\frac{\text{NAV}(t_j-p-2)}{\text{NAV}(t_j-p-3)} \right] \right)^2}{19}} \times \sqrt{252}$$

where:

"Ln[x]" denotes the natural logarithm of a value x .

Next, the Index Calculation Agent determines the weighting of the Reference Fund for the corresponding Index Valuation Date t_j ($w(t_j)$) using the following formula and the realised volatility of the Reference Fund calculated in accordance with the formula described above. In principle, a higher realised volatility of the Reference Fund leads to a lower weighting of the Reference Fund and vice versa (the weighting of the Reference Fund being at its maximum level of 100% if the realised volatility of the Reference Fund is equal to or less than 9.00%).

$$w(t_j) = \max \left(0\%; \min \left(100\%; \frac{9.00\%}{\sigma_R(t_j)} \right) \right)$$

When performing the Dynamic Allocation, the Index Calculation Agent will take into account the possibilities of the Hypothetical Investor to subscribe or redeem Fund Shares (where appropriate taking into consideration subscription and redemption periods of the Reference Fund or if the Reference Fund makes use of provisions which result in a partial execution of subscription or redemption requests). This may result in a delayed or gradual implementation of Dynamic Allocation.

Section D. - Extraordinary Adjustments and Market Disruptions

I. General Extraordinary Adjustments

Adjustments with regard to the Reference Fund

If the Index Sponsor determines the occurrence of one or more Fund Events, then it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Fund Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Fund Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Fund and the Fund Shares, in full or in part, with a fund and fund units or shares with commercially equivalent liquidity, distribution policy and investment strategy (the "**Successor Reference Fund**", and its units or shares the "**Successor Fund Shares**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Reference Fund or the Successor Fund Shares, as applicable;
- b. replace the Reference Fund with an index having a commercially equivalent investment strategy (the "**Successor Index**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Index, each reference to the Net Asset Value will be deemed to refer to the closing price of the Successor Index, and each reference to the Management Company will be deemed to refer to the index sponsor of the Successor Index; or

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- c. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Fund Event;

(where necessary also adjusting the weighting of the Index Components now included in the Index). Any such Reference Fund Adjustment will be published in accordance with *Section F. - Publication of this Index Description*.

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

- a. changes are made in any of the Fund Documents without the consent of the Index Sponsor which affect the ability of the Hedging Party to maintain its Hedging Transactions, in particular changes with respect to (i) the risk profile of the Reference Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Reference Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the Net Asset Value, or (v) the timetable for the subscription, issue, redemption and/or transfer of Fund Shares; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- 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 (other than such fees, premiums, discounts, charges, commissions, taxes or similar fees existing at the date the Reference Fund was included in the Index);
- d. the Reference Fund or the Management Company or the Fund Service Provider appointed for this purpose by the Reference Fund or the Management Company fails to publish the Net Asset Value as scheduled or in accordance with normal practice or as specified in the Fund Documents;
- e. a change in the legal form of the Reference Fund;
- f. a change of key persons in key positions of the Management Company or the Fund Management;
- g. (i) any change in the legal, accounting, tax or regulatory treatment of the Reference Fund or the Management Company; or (ii) the suspension, cancellation, revocation or absence of the authorisation or registration of the Reference Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of a distribution authorisation for the Reference Fund or the Management Company by the competent authority; or (iv) the initiation of investigatory proceedings by supervisory authorities, conviction by a court or an order by a competent authority relating to the activities of the Reference Fund, the Management Company, a Fund Service Provider, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;
- h. a breach by the Reference Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Reference Fund (as defined in the Fund Documents) and a breach by the Reference Fund or the Management Company of statutory or regulatory provisions; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such breach has occurred;
- i. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires 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 to be held by the Hedging Party with respect to its Hedging Transactions to an extent that is significant in comparison with the conditions applying on the Index Start Date; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- j. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which would make it unlawful or impracticable for the Hedging Party to

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maintain its Hedging Transactions or which would result in significantly increased costs; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;

- k. the proportion of the volume held by the Hedging Party alone or together with a third party with which the Hedging Party in turn enters into Hedging Transactions is more than 20% of the outstanding Fund Shares of the Reference Fund;
- l. the Hedging Party is required to consolidate the Reference Fund as a result of accounting or other regulations;
- m. the sale or redemption of Fund Shares for mandatory reasons for the Hedging Party, 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, (ii) the reduction of the number of Fund Shares of an investor in the Reference Fund for reasons outside the control of that investor, (iii) the subdivision, consolidation or reclassification of the Fund Shares or any other measure that has a diluting or concentrative effect on the theoretical value of a Fund Share, (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 Reference Fund;
- o. the Management Company or a Fund Service Provider discontinues its services for the Reference Fund or loses its licence, registration, approval or authorisation and is not immediately replaced by another service provider which in the reasonable discretion of the Index Sponsor (§ 315 BGB) is of similarly good standing;
- p. (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Reference Fund or the Fund Shares, (ii) the initiation of settlement, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Reference Fund or the merger of the Reference 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 investors;
- q. the initiation of settlement, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Management Company;
- r. the Index Sponsor loses the right to use the Reference Fund as the basis for the calculation, determination and publication of the Index;
- s. a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for an Issuer or the Hedging Party in the reasonable discretion (§ 315 BGB) of the Index Sponsor;
- t. no notification is given of the bases of taxation for the Reference Fund in accordance with the applicable provisions of the German Investment Tax Act (*Investmentsteuergesetz*; "**InvStG**") or any successor legislation, or the Reference 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 or any successor legislation in the future;
- u. changes in the investment or distribution policy of the Reference Fund which could have a substantial negative effect on the amount of the Reference Fund's distributions or distributions that diverge significantly from the Reference Fund's normal distribution policy to date;
- v. the Reference Fund or the Management Company or a company affiliated with it breaches the agreement entered into with the Index Sponsor, an Issuer or the Hedging Party in relation to the terms and conditions for the subscription or redemption of Fund Shares or any fees agreed in connection with any holdings of Fund Shares held by the Index Sponsor in its capacity as Hedging Party in a significant respect or terminates that agreement;

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- w. the Reference Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Sponsor with information that the latter reasonably considers necessary to enable it to monitor the Reference Fund's compliance with the Reference Fund's investment guidelines or restrictions in a timely manner;
- x. the Reference Fund or the Management Company fails to provide the Index Sponsor with the audited annual report and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- y. any other event that could have a noticeable adverse effect on the Net Asset Value of the Reference Fund or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis;
- z. NAV is no longer published in USD;
- aa. the quotation of the Reference Fund or the Fund Shares at the Relevant Exchange is finally ceased and in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent no substitute relevant exchange could be determined;
- bb. the performance of the Reference Fund is on five consecutive trading days higher than the performance of the index underlying the Reference Fund, based on the closing prices.

Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not one of the events referred to above has occurred. The determination of a Fund Event will be published in accordance with *Section F. - Publication* of this Index Description.

Adjustments with regard to the Reference Interest Rate

If the Index Sponsor determines the occurrence of one or more Reference Rate Events, then it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Rate Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Rate Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Interest Rate with a new interest rate (the "**Successor Reference Interest Rate**") that is economically equivalent to the greatest extent possible. In this event, each reference to the Reference Interest Rate will be deemed to refer to the Successor Reference Interest Rate;
- b. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Reference Rate Event.

Any such Reference Rate Adjustment will be published in accordance with *Section F. - Publication* of this Index Description.

"**Reference Rate Event**" means any of the following events:

- a. changes or modifications are made to the method of calculation, determination and publication of the Reference Interest Rate, without the consent of the Index Sponsor which affect the ability of the Hedging Party to hedge its obligations under the Hedging Transactions (in particular changes with respect to (i) the risk profile of the Reference Interest Rate, or (ii) the Reference Interest Rate is no longer calculated in USD); the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change or modification has occurred;
- b. the calculation or publication of the Reference Interest Rate is discontinued;
- c. any other event that, in the reasonable discretion (§ 315 BGB) of the Index Sponsor, could have a noticeable adverse effect on the Reference Index Value or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis.

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Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not one of the events referred to above has occurred. The determination of a Reference Rate Event will be published in accordance with *Section F. - Publication* of this Index Description.

Termination of the Index

The Index Sponsor has the right to temporarily suspend the calculation of the Index following the occurrence of one or more Fund Events and/or one or more Reference Rate Events.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor or the investors in any Securities, the Index Sponsor has the right to permanently discontinue the calculation of the Index at any time; the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

II. Adjustment of the Net Asset Value

In the following cases, the Index Sponsor will, for the purposes of calculating the Index Value, adjust the Net Asset Value of the Reference Fund published by the Management Company:

- a. charges or fees are levied in connection with the issue or redemption of Fund Shares;
- b. a Hypothetical Investor would not have received the full proceeds from the redemption of Fund Shares within the usual period or the period specified in the Fund Documents; or
- c. in the event of (i) the publication of an incorrect Net Asset Value, or (ii) if a Net Asset Value determined and published by the Management Company, as used by the Index Calculation Agent as the basis for the calculation, determination and publication of the Index, is subsequently corrected.

In cases a. and b., the Index Sponsor will adjust the relevant Net Asset Value to replicate the economic effects of the relevant events on the Index; in case c. (i), the Index Sponsor will adjust the relevant Net Asset Value to account for the economic effects of the relevant events on the Index; and in case c. (ii), the Index Calculation Agent will, where necessary, again determine the relevant Net Asset Value (the "**Corrected Net Asset Value**") and recalculate the Index Value on the basis of the Corrected Net Asset Value. With respect to the Dynamic Allocation, the determination of the weighting of the Reference Fund by the Index Sponsor for an Index Valuation Date on the respective Index Calculation Date takes into account the information available to the Hypothetical Investor and the possibilities to subscribe and redeem Fund Shares on the respective Index Calculation Date. Under this premises, the Dynamic Allocation is not recalculated.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB).

III. Market Disruption Events

If a Reference Fund Market Disruption Event a. occurs on an Index Valuation Date, the Index Calculation Agent will not calculate, determine and publish the Index (including suspending the realisation of the Dynamic Allocation).

If a Reference Fund Market Disruption Event b. occurs on an Index Valuation Date, the Index Calculation Agent will postpone the calculation, determination and publication of the Index Value (specifically including the realisation of the Dynamic Allocation) until such time as the Reference Fund Market Disruption Event b. ends. If the Reference Fund Market Disruption Event b. continues for more than thirty Banking Days, the Index Calculation Agent will make an estimate of the Net Asset Value taking into account the then prevailing market conditions and the possibilities of the Hypothetical Investor to sell Fund Shares in the market, in order to calculate the Index (specifically including the realisation of the Dynamic Allocation), provided that a data basis is available which is sufficient for the purposes of such estimate. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether a sufficient data basis is available. The estimate will be based on a commercially reasonable assessment.

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For the purpose of determining the Reference Interest Rate while a Reference Fund Market Disruption Event exists, the Index Calculation Agent shall consider the Index Valuation Dates on which a Reference Fund Market Disruption Event exists as if these days are not Index Valuation Dates.

"Reference Fund Market Disruption Event" means any of the following events:

- a. the Hypothetical Investor is not able to subscribe for or redeem Fund Shares on an Index Valuation Date, whether because the subscription or redemption of Fund Shares has been suspended or no Net Asset Value is published; or
- b. the publication of the Net Asset Value with respect to an Index Valuation Date is delayed.
- c. the quotation of the Reference Fund is suspended, limited or restricted by the Relevant Exchange, due to price movements exceeding the limits of the Relevant Exchange or for any other reason;
- d. the price of the Reference Fund is not published due to any decision by the person or institution responsible for the calculation and publication of the Net Asset Value.

The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

Section E. - Corrections

The Index Sponsor may correct or amend contradictory or incomplete provisions in the Index Description in accordance with the provisions applicable to the relevant Securities.

Section F. - Publication

The Index Value is published by the Index Calculation Agent on Reuters page .UCGRRFRC and on Bloomberg under the ticker UCGRRFRC Index.

All determinations made by the Index Sponsor or the Index Calculation Agent in their reasonable discretion (§ 315 BGB) will be published in accordance with the terms and conditions of the relevant Securities.

Section G. - Governing law

This Index Description is governed by German law.

F. Global Disruptive Opportunities Strategy Index

The following Index Description outlines the key data for the "Global Disruptive Opportunities Strategy Index" as compiled by the Issuer. After the date of this Prospectus, this Index Description may be changed or modified from time to time for which the Issuer will publish a corresponding supplement to this Prospectus.]

The Global Disruptive Opportunities Strategy Index (the "**Index**") (WKN A2L0M3 / ISIN DE000A2L0M32) is an index created and designed by UniCredit Bank AG, Munich (the "**Index Sponsor**") that is compiled, calculated and published pursuant to the rules specified in this document (the "**Index Description**").

Section A. - Definitions

"**Auditor**" means Deloitte Audit S.à r.l., Luxembourg and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) is open.

"**Custodian Bank**" means CACEIS Bank, Luxembourg branch, and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

"**Dynamic Allocation**" means the allocation defined in *Section C. - II. Dynamic Allocation Rules* of this Index Description.

"**Fund Documents**" means, in each case if available and the respective valid version, the annual report and the half-yearly report, the prospectus, the fund rules (Anlagebedingungen), the key investor information document and all other documents of the Reference Fund which specify the terms and conditions of the Reference Fund and the Fund Shares. The Fund Documents, in the respective valid version, are available on the website www.cpr-am.de (or any successor site).

"**Fund Event**" means any event defined as a Fund Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

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

"**Fund Service Providers**" are the Auditor, the Investment Adviser, the Custodian Bank and the Management Company.

"**Fund Share**" and "**Fund Shares**" respectively means a unit or share and units or shares respectively of the Reference Fund of the share class A-Acc (WKN A2DHMJ / ISIN LU1530899142 / Bloomberg CPGDAEA LX Equity).

"**Hedging Party**" means the Index Sponsor (as at the Index Start Date). The Index Sponsor is entitled at any time to appoint another person or company to act as Hedging Party (the "**Successor Hedging Party**"). The appointment of a Successor Hedging Party will be published in accordance with *Section E. - II. Publication* of this Index Description. Each reference to the Hedging Party in this Index Description shall be deemed, depending on the context, to refer to the Successor Hedging Party.

"**Hedging Transactions**" means one or more trades, transactions or investments (especially securities (including Fund Shares), options, futures, derivatives and foreign currency transactions, repos or securities lending transactions or other instruments or measures) which are required for an Issuer and/or a Hedging Party to hedge price risks or other risks on a stand-alone or portfolio basis arising from obligations with regard to the Index or with regard to financial instruments linked to the Index (i.e. financial instruments whose payments are linked to the performance of the Index). The Index Sponsor will determine in its reasonable discretion (§ 315 of the German Civil Code (Bürgerliches Gesetzbuch; "**BGB**")) whether any such Hedging Transactions are required.

"**Hypothetical Investor**" means, in relation to any Fund Shares, a hypothetical investor holding such Fund Shares which (i) has the legal form of a company incorporated in Germany and is a credit

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institution licensed under § 32 of the German Banking Act (*Kreditwesengesetz*, KWG) and (ii) is deemed, with respect to the rights and obligations, to have the position of an investor in Fund Shares on the relevant Index Valuation Date, as determined in the Fund Documents, and (iii) is deemed to have the possibilities of such an investor in relation to the subscription and redemption of Fund Shares as at the relevant Index Valuation Date.

"**Index**" means the index defined in the introduction of this Index Description.

"**Index Calculation Agent**" is the UniCredit Bank AG or any successor determined by the Index Sponsor in accordance with the provisions of this Index Description.

"**Index Components**" means the Fund Shares included in the Index at any given point in time and the Reference Index.

"**Index Concept**" is the concept defined in *Section B. - II. Index Sponsor and Index Calculation Agent* of this Index Description.

"**Index Currency**" is the Euro.

"**Index Event**" means any event defined as an Index Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

"**Index Fee**" means a rate by which the performance of the Index is reduced. The Index Fee is 1.90% per annum.

"**Index Initial Value**" means 1,000.00.

"**Index Objective**" means the objective of the Index as defined in *Section B. - I. Objective of the Index* of this Index Description.

"**Index Sponsor**" means the index sponsor as defined in the introduction of this Index Description.

"**Index Start Date**" means 2 July 2018.

"**Index Valuation Date**" means any Banking Day that is a Reference Index Calculation Date and on which it is actually possible to issue and redeem Fund Shares as described in the Fund Documents.

"**Index Value**" means the value (expressed in Euro) of the Index on any given Index Valuation Date as calculated by the Index Calculation Agent. The Index Value is calculated by the Index Calculation Agent for the relevant Index Valuation Date in accordance with the provisions of *Section C. - I. Calculation of the Index Value* of this Index Description.

"**Index(t_j)**" means the index value on the Index Valuation Date t_j .

"**Index(t_{j-1})**" means the index value on the Index Valuation Date t_{j-1} .

"**Investment Adviser**" means a person, company or institution, which in accordance with the Fund Documents is appointed as adviser regarding the investment activities of the Reference Fund. The Management Company may appoint a different person or company to act as Investment Adviser for the Reference Fund at any time.

"**Issuer**" is a company affiliated with the Index Sponsor (§ 15 of the German Stock Corporation Act (*Aktiengesetz*)) that is the issuer of financial instruments linked to the Index.

"**Management Company**" means CPR Asset Management S.A., which manages the Reference Fund.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the Euro currency area. The performance of this investment is reflected by the Reference Index.

"**Net Asset Value**" means the official net asset value for a Fund Share, as published by the Management Company and at which it is actually possible to redeem Fund Shares.

"**NAV(t_j)**" means the Net Asset Value of a Fund Share on Index Valuation Date t_j .

"**NAV(t_{j-1})**" means the Net Asset Value of a Fund Share on Index Valuation Date t_{j-1} .

"**NAV(t_{j-2})**" means the Net Asset Value of a Fund Share on Index Valuation Date t_{j-2} .

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"NAV(t_{j-p-2})" means the Net Asset Value of a Fund Share on Index Valuation Date t_{j-p-2} .

"NAV(t_{j-p-3})" means the Net Asset Value of a Fund Share on Index Valuation Date t_{j-p-3} .

"**Reference Fund**" means CPR Invest - Global Disruptive Opportunities, a sub-fund of the CPR Invest Société d'Investissement à Capital Variable (SICAV).

"**Reference Index**" means the HVB 3 Months Rolling Euribor Index (WKN A0QZBZ / ISIN DE000A0QZBZ6 / Reuters .HVB3MRE / Bloomberg HVB3MRE Index), as determined and calculated by UniCredit Bank AG (the "**Reference Index Sponsor**").

"**Reference Index Calculation Agent**" means UniCredit Bank AG, Munich.

"**Reference Index Calculation Date**" means each day (other than a Saturday or Sunday) on which the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) is open.

"**Reference Index Description**" means the description of the Reference Index. The respective valid version of the Reference Index Description is published on the website www.onemarkets.de (or any successor site).

"**Reference Index Value**" means the value (expressed in Euro) of the Reference Index calculated by the Reference Index Calculation Agent on the basis of the method described in the Reference Index Description at any Reference Index Calculation Date.

"**Reference Portfolio**" means a hypothetical portfolio of the Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. At the Index Start Date, the Reference Portfolio has a value equal to the Index Initial Value (expressed in Euro).

"RIV(t_j)" means the Reference Index Value on Index Valuation Date t_j .

"RIV(t_{j-1})" means the Reference Index Value on Index Valuation Date t_{j-1} .

"RIV(t_{j-p})" means the Reference Index Value on Index Valuation Date t_{j-p} .

"RIV(t_{j-p-1})" means the Reference Index Value on Index Valuation Date t_{j-p-1} .

" t_j " means the j -th Index Valuation Date. The Index Start Date is labelled with t_0 , previous Index Valuation Dates are labelled with negative indices and subsequent Index Valuation Dates are labelled with positive indices, resulting in $(\dots, t_{-2}, t_{-1}, t_0, t_1, t_2, \dots)$.

" t_{j-p} " is the p -th Index Valuation Date prior to the Index Valuation Date t_j .

" t_{j-p-1} " is the first Index Valuation Date prior to the Index Valuation Date t_{j-p} .

" t_{j-p-2} " is the second Index Valuation Date prior to the Index Valuation Date t_{j-p} .

" t_{j-p-3} " is the third Index Valuation Date prior to the Index Valuation Date t_{j-p} .

Section B. - General information regarding the Index

I. Objective of the Index

The objective of the Index is to participate in the performance of the Reference Fund, while aiming to control the frequency and degree of variation in the value (volatility) of the Reference Portfolio (the "**Index Objective**").

The Index reflects the performance of the Reference Portfolio.

In order to pursue the Objective of the Index, the participation in the Reference Fund will be reduced partially or completely if the Reference Fund exhibits a high volatility (volatility is an indicator of the frequency and degree of variation in value), and the participation in the Money Market Investment will be increased accordingly. Vice versa, the participation in the Money Market Investment will be reduced partially or completely if the Reference Fund exhibits a low volatility, and the participation in the Reference Fund will be increased accordingly.

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However, there is no guarantee that the Reference Portfolio and hence the Index will achieve the objectives described here.

II. Index Sponsor and Index Calculation Agent

The Index Sponsor creates the Index by selecting the Index Components and by determining the method used to calculate and publish the Index Value (the "**Index Concept**"). The Index Sponsor will make any decisions, determinations and specifications with regard to the Index in its reasonable discretion (§ 315 BGB).

The Index Sponsor has assigned all rights and duties regarding the calculation of the Index to the Index Calculation Agent. The Index Sponsor has the right to nominate a new Index Calculation Agent at any time. In this case, any reference in this Index Description to the Index Calculation Agent shall be deemed to refer to the new index calculation agent unless the context provides otherwise.

The Index Calculation Agent may at any time seek advice from third parties with regard to its obligations described herein. The Index Calculation Agent may resign at any time, provided that, for as long as financial instruments linked to the Index are outstanding, the resignation will take effect only if (i) a successor index calculation agent is appointed by the Index Sponsor, (ii) such successor index calculation agent accepts the appointment, and (iii) the successor index calculation agent assumes the rights and duties of the Index Calculation Agent. Such replacement of the Index Calculation Agent will be published in accordance with *Section E. - II. Publication* of this Index Description.

Section C. - Calculation of the Index

I. Calculation of the Index Value

The Index Value ("**Index(t_j)**") is calculated by the Index Calculation Agent for each Index Valuation Date t_j (where j = 1, 2, ...) after the Index Start Date in the Index Currency pursuant to the following formula:

$$\begin{aligned} \text{Index}(t_j) &= \text{Index}(t_{j-1}) \\ &\times \left[1 - \frac{F}{360} \times \Delta(t_{j-1}, t_j) + w(t_{j-1}) \times \text{Return}_1(t_j) + (1 - w(t_{j-1})) \right. \\ &\quad \left. \times \text{Return}_2(t_j) \right] \end{aligned}$$

where the return of the Reference Fund since the previous Index Valuation Date t_{j-1} (referred to as Return₁(t_j)) is calculated as follows:

$$\text{Return}_1(t_j) = \frac{\text{NAV}(t_j) - \text{NAV}(t_{j-1})}{\text{NAV}(t_{j-1})}$$

and the return of the Money Market Investment is calculated on the basis of the Reference Index since the previous Index Valuation Date t_{j-1} (referred to as Return₂(t_j)) as follows:

$$\text{Return}_2(t_j) = \frac{\text{RIV}(t_j) - \text{RIV}(t_{j-1})}{\text{RIV}(t_{j-1})}$$

where

"**F**" is the Index Fee;

"**w(t_{j-1})**" denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date t_{j-1};

"**Δ(t_{j-1}, t_j)**" denotes the number of calendar days from Index Valuation Date t_{j-1} (exclusive) to Index Valuation Date t_j (inclusive).

Under normal circumstances, the Index Value at an Index Valuation Date is calculated on the following Banking Day (each an "**Index Calculation Date**") after the Index Calculation Agent has received the relevant Net Asset Value of the Reference Fund.

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II. Dynamic Allocation Rules

The weighting of the Index Components in the Reference Portfolio is determined on each Index Valuation Date t_j (where $j = 0, 1, 2, \dots$) as follows ("**Dynamic Allocation**"):

Firstly, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund ($\sigma_R(t_j)$) using the daily continuous returns of the Reference Fund over a period of twenty consecutive Index Valuation Dates and which is normalised to an annual figure for the volatility. The observed period (the "**Volatility Period**") commences with the 21st Index Valuation Date prior to the relevant Index Valuation Date t_j and ends with the second Index Valuation Date prior to the relevant Index Valuation Date t_j . The value of the logarithm of the change in the Net Asset Value between two consecutive Index Valuation Dates is referred to as continuous return.

The realised volatility of the Reference Fund on each Index Valuation Date t_j (where $j = 0, 1, 2, \dots$) is calculated as follows:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \left(\text{Ln} \left[\frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2 - \frac{1}{20} \times \left(\sum_{p=0}^{19} \text{Ln} \left[\frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2}{19}} \times \sqrt{252}$$

where

"**Ln[x]**" denotes the natural logarithm of a value x .

Next, the Index Calculation Agent determines the weighting of the Reference Fund for the corresponding Index Valuation Date t_j ($w(t_j)$) using the following Allocation Table and the realised volatility of the Reference Fund calculated in accordance with the formula described above. The greater the realised volatility of the Reference Fund, the lower is the weighting of the Reference Fund and vice versa.

"**Allocation Table**":

Realised volatility of the Reference Fund $\sigma_R(t_j)$	Weighting $w(t_j)$
$\sigma_R(t_j) < 10.00\%$	100%
$10.00\% \leq \sigma_R(t_j) < 10.40\%$	96%
$10.40\% \leq \sigma_R(t_j) < 10.90\%$	92%
$10.90\% \leq \sigma_R(t_j) < 11.40\%$	88%
$11.40\% \leq \sigma_R(t_j) < 11.90\%$	84%
$11.90\% \leq \sigma_R(t_j) < 12.50\%$	80%
$12.50\% \leq \sigma_R(t_j) < 13.20\%$	76%
$13.20\% \leq \sigma_R(t_j) < 13.90\%$	72%
$13.90\% \leq \sigma_R(t_j) < 14.70\%$	68%
$14.70\% \leq \sigma_R(t_j) < 15.60\%$	64%
$15.60\% \leq \sigma_R(t_j) < 16.70\%$	60%
$16.70\% \leq \sigma_R(t_j) < 17.90\%$	56%
$17.90\% \leq \sigma_R(t_j) < 19.20\%$	52%
$19.20\% \leq \sigma_R(t_j) < 20.80\%$	48%
$20.80\% \leq \sigma_R(t_j) < 22.70\%$	44%

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$22.70\% \leq \sigma_R(t_j) < 25.00\%$	40%
$25.00\% \leq \sigma_R(t_j) < 27.80\%$	36%
$27.80\% \leq \sigma_R(t_j) < 31.30\%$	32%
$31.30\% \leq \sigma_R(t_j) < 35.70\%$	28%
$35.70\% \leq \sigma_R(t_j) < 40.00\%$	22%
$40.00\% \leq \sigma_R(t_j) < 45.00\%$	16%
$45.00\% \leq \sigma_R(t_j) < 50.00\%$	10%
$50.00\% \leq \sigma_R(t_j) < 55.00\%$	4%
$55.00\% \leq \sigma_R(t_j)$	0%

The Index Calculation Agent will take into account the possibilities of the Hypothetical Investor to subscribe or redeem Fund Shares (where appropriate taking into consideration subscription and redemption periods of the Reference Fund or whether the Reference Fund makes use of provisions that result in a partial execution of subscription or redemption requests) for carrying out the Dynamic Allocation. This may result in a delayed or gradual implementation of Dynamic Allocation.

The Index Calculation Agent carries out its obligations described herein on the relevant Banking Days. Where it is necessary to carry out one of the obligations described herein on a different Banking Day, the Index Calculation Agent will postpone the relevant obligation to this other Banking Day. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether this is necessary.

Section D. - Extraordinary Adjustments and Market Disruptions

I. General Extraordinary Adjustments

Adjustments with regard to the Reference Fund

If the Index Sponsor determines the occurrence of one or more Fund Events, then it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Fund Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Fund Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Fund and the Fund Shares, in full or in part, with a fund and fund units or shares with commercially equivalent liquidity, distribution policy and investment strategy (the "**Successor Reference Fund**", and its units or shares the "**Successor Fund Shares**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received. Such replacement will be effected within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Reference Fund or the Successor Fund Shares, as applicable;
- b. replace the Reference Fund with an index having a commercially equivalent investment strategy (the "**Successor Index**") in the amount of the liquidation proceeds of the Reference Fund that the Hypothetical Investor would have received. Such replacement will be effected within ten Banking Days of the day on which the liquidation proceeds would have been received in part or in full by the Hypothetical Investor. In this event, each reference to the Reference Fund or the Fund Shares will be deemed to refer to the Successor Index, each reference to the Net Asset Value will be deemed to refer to the official closing price of the Successor Index, and each reference to the Management Company will be deemed to refer to the index sponsor of the Successor Index; or

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- c. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Fund Event;

(where necessary also adjusting the weighting of the Index Components henceforth included in the Index). Any such Reference Fund Adjustment will be published in accordance with *Section E. - II. Publication* of this Index Description.

If the Reference Fund is replaced in accordance with a., which results in a reduction in the remuneration or rebate that the Index Sponsor, in its capacity as Hedging Party, receives from the relevant Management Company in relation to holdings in the Successor Reference Fund compared to the Reference Fund ("**Trailer Commission**"), or if the Reference Fund is replaced in accordance with b., then the Index Calculation Agent will introduce a structuring fee on the return of the Fund Shares, i.e. the Return₁ (as defined in *Section C. - I. Calculation of the Index Value* of this Index Description) will be reduced by this structuring fee expressed as a percentage per annum on a daily basis as follows:

$$\text{Return}_1(t_j) = \frac{\text{NAV}(t_j) - \text{NAV}(t_{j-1})}{\text{NAV}(t_{j-1})} - \frac{\text{Structuring Fee}}{360} \times \Delta(t_{j-1}, t_j)$$

This "**Structuring Fee**" amounts to 1.00% p.a. in the case of a Successor Index and, in the case of a Successor Reference Fund, is calculated as the difference between 1.00% p.a. and the expected reduced Trailer Commission for holdings in the Successor Reference Fund expressed as an annual percentage. The Structuring Fee will not exceed 1.00% p.a. The introduction of such a Structuring Fee and its level will be published in accordance with *Section E. - II. Publication* of this Index Description.

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

- a. changes are made in one of the Fund Documents which affect the ability of the Hedging Party to maintain its Hedging Transactions, in particular changes with respect to (i) the risk profile of the Reference Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Reference Fund (iii) the currency of the Fund Shares, (iv) the 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 Index Sponsor in its reasonable discretion (§ 315 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 (other or substantially higher than the fees, premiums, discounts, charges, commissions, taxes or similar fees already charged before the date on which the Reference Fund is added to the Index); whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- d. the Reference Fund or the Management Company or the Fund Service Provider appointed for this purpose by the Reference Fund or the Management Company fails to publish the Net Asset Value as scheduled or in accordance with normal practice or as specified in the Fund Documents;
- e. a change in the legal form of the Reference Fund;
- f. a change of individuals in key positions at the Management Company or in the fund management; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- g. (i) a substantial change in the legal, accounting, tax or regulatory treatment of the Reference Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Reference Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Reference Fund or the Management Company by the relevant authority or the absence of any other requirement for a legally permitted distribution of the Reference Fund; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court

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or an order by a competent authority relating to the activities of the Reference Fund, the Management Company or a Fund Service 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 Index Sponsor in its reasonable discretion (§ 315 BGB);

- h. a substantial breach by the Reference Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Reference Fund (as defined in the Fund Documents) that is material, or a substantial breach of statutory or regulatory requirements by the Reference Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- i. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which in relation to the subscription, redemption or holding of Fund Shares by the Hedging Party (i) requires a reserve or provision, or (ii) requires to significantly increase the amount of regulatory capital held by the Hedging Party in relation to the Hedging Transactions in comparison with the conditions applying on the Index Start Date (in particular such a change to laws or regulations relevant for the Hedging Party that results in a regulatory reclassification of the Reference Fund if the Reference Fund does not provide a list of its investments ("**Portfolio Reporting**") and the Hedging Party does not receive the Portfolio Reporting from the Reference Fund pursuant to the regulatory requirements in the demanded frequency); whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- j. a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which it would become unlawful or impracticable for the Hedging party to maintain its Hedging Transactions or which would entail substantially higher costs; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- k. an increase in the proportion of the volume held by the Hedging Party, alone or together with a third party with which the Hedging Party in turn enters into Hedging Transactions beyond 20% of the Fund Shares outstanding;
- l. the Hedging Party is required to consolidate the Reference Fund as a result of accounting or other regulations;
- m. the sale or redemption of the Fund Shares by the Hedging Party for mandatory reasons provided that the sale or redemption 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 an investor in the Reference Fund for reasons outside the control of that investor, or (iii) the subdivision, merger (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 so-called side pockets for segregated assets of the Reference Fund; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- o. the Management Company or a Fund Service Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another appropriate service provider; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 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 Reference Fund or the Fund Shares; (ii) the initiation of settlement, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Reference Fund or

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the merger of the Reference 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 investor holding the Fund Shares;

- q. the initiation of settlement, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Management Company;
- r. the Index Sponsor loses the right to use the Reference Fund as the basis for the calculation, determination and publication of the Index;
- s. the aggregate net assets under management of the Reference Fund fall below a value of EUR 100 million;
- t. a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has substantial negative consequences for an Issuer or the Hedging Party; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- u. the bases of taxation for the Reference Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") is not provided, or the Reference Fund or the Management Company has announced that the bases of taxation in accordance with the applicable provisions of the InvStG will not be provided in the future;
- v. changes in the investment policy or distribution policy of the Reference Fund which could have a substantial negative effect on the amount of distributions by the Reference Fund as well as distributions which diverge significantly from the Reference Fund's normal distribution policy to date; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- w. the Reference Fund or the Management Company or a company affiliated to it breaches the agreement into which it entered with the Index Sponsor, an Issuer or the Hedging Party and that specifies the terms and conditions for the subscription or redemption of Fund Shares or the remuneration or rebates in relation to Fund Shares held by the Index Sponsor in its function as Hedging Party in a significant respect or terminates that agreement; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- x. the Reference Fund or the Management Company, contrary to normal practice to date, fails to provide the Index Sponsor with information that is necessary to verify the Reference Fund's compliance with its investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- y. the Reference Fund or the Management Company fails to provide the Index Sponsor with the audited annual report and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- z. any other event that could have a noticeable adverse effect on the Net Asset Value of the Reference Fund or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- aa. the Net Asset Value of the Reference Fund is no longer published in Euro;
- bb. the Index Sponsor does not receive the following information on the Banking Day immediately following a request for such information: (i) a report on at least an annual basis to enable an assessment of the assets and liabilities, income and operations over the reporting period or (ii) a list of the investments held by the Reference Fund and their weighting and, if the Reference Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting;

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of financial instruments linked to the Index suffers a significant adverse change as a result;

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whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not one of the events specified above has occurred. The determination of a Fund Event will be published in accordance with *Section E. - II. Publication* of this Index Description.

Adjustments with regard to the Reference Index

If the Index Sponsor determines the occurrence of one or more Index Events, it will, if necessary, adjust the Index Concept in such a way that the economic position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Index Adjustment**"). The Index Sponsor will determine the type and scope of any measures required for this purpose in its reasonable discretion (§ 315 BGB).

In the context of such Reference Index Adjustment, the Index Sponsor may specifically:

- a. replace the Reference Index with a new index (the "**Successor Reference Index**") that has a methodology that is economically equivalent to the greatest extent possible (including in particular the tracking of a money market investment, using rolling money market returns). However, the Successor Reference Index may use differing tenors for the reference rates and differing rolling intervals. In this event, each reference to the Reference Index will be deemed to refer to the Successor Reference Index;
- b. adjust any provision of the Index Concept, the adjustment of which is appropriate to account for the economic effect of the Index Event;

(where necessary also adjusting the weighting of the Index Components henceforth included in the Index).

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

- a. changes or modifications are made to the method of calculation, determination and publication of the Reference Index, as described in the Reference Index Description, which affect the ability of the Hedging Party to hedge its obligations under the Hedging Transactions (in particular changes with respect to (i) the risk profile of the Reference Index, or (ii) the Reference Index is no longer calculated in Euro); the Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether any such change or modification has occurred;
- b. the historic 30-days-volatility of the Reference Index exceeds a volatility level of 2.5%; where $\sigma_{EI}(t_j)$ means the annualised volatility calculated on the basis of the daily logarithmic changes in the value of the Reference Index over the immediately preceding 30 Reference Index Calculation Dates of the Reference Index on a Banking Day (t). $\sigma_{EI}(t_j)$ is calculated in accordance with the following formula:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left(\text{Ln} \left[\frac{\text{RIV}(t_{j-p})}{\text{RIV}(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left(\sum_{p=0}^{29} \text{Ln} \left[\frac{\text{RIV}(t_{j-p})}{\text{RIV}(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

Where:

"**Ln[x]**" denotes the natural logarithm of a value x;

- c. the calculation or publication of the Reference Index is discontinued; or the Reference Index is replaced.
- d. the Reference Index no longer corresponds to the objective of a low-risk investment that is free of currency risk for a Hypothetical Investor; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- e. (i) the Index Sponsor is no longer entitled to use the Reference Index as the basis for the calculation, determination and publication of the Index; (ii) the Reference Index is no longer

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provided; or (iii) the Reference Index may no longer be used by the Hedging Party as the underlying for securities;

- f. any other event that could have a noticeable adverse effect on the Reference Index Value or the ability of the Hedging Party to hedge its obligations under the Hedging Transactions on more than a temporary basis; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);

Neither the Index Sponsor nor the Index Calculation Agent is under any obligation to monitor whether or not any of the events specified above has occurred. The determination of an Index Event will be published in accordance with *Section E. - II. Publication* of this Index Description.

Termination of the Index

The Index Sponsor has the right to temporarily suspend the calculation of the Index following the occurrence of one or more Fund Events and/or one or more Index Events.

If an adjustment of the Index Concept is not possible or it would not be reasonable for the Hypothetical Investor or the investors of financial instruments linked to the Index, the Index Sponsor has the right to permanently discontinue the calculation of the Index at any time; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

II. Adjustment of the Net Asset Value

In the following cases, the Index Sponsor adjusts, for the purposes of calculating the Index Value, the Net Asset Value of the Reference Fund:

- a. charges or fees are levied in connection with the issue or redemption of Fund Shares;
- b. a Hypothetical Investor would not have received the full proceeds from the redemption of Fund Shares within the usual period or the period specified in the Fund Documents; or
- c. in the event of (i) the publication of an incorrect Net Asset Value, or (ii) the subsequent correction of a Net Asset Value which was determined and published by the Management Company and that was used by the Index Calculation Agent as basis for the calculation, determination and publication of the Index.

In cases a. and b., the Index Sponsor adjusts the relevant Net Asset Value to replicate the economic effects of the relevant events on the Index; in case c. (i), the Index Sponsor adjusts the relevant Net Asset Value to account for the economic effects of the relevant events on the Index; and in case c. (ii), the Index Calculation Agent will, where necessary, redetermine the relevant Net Asset Value (the "**Corrected Net Asset Value**") and recalculate the Index Value on the basis of the Corrected Net Asset Value, taking into account the situation of a Hypothetical Investor. In order to determine the weights of the Index Components for the Dynamic Allocation in relation to an Index Valuation Date on the respective Index Calculation Date, the Index Sponsor takes into account the information that would be available to the Hypothetical Investor at this time on the Index Calculation Date and the options that would be available for the Hypothetical Investor at that time to subscribe for or redeem Fund Shares. Under this premises, the Dynamic Allocation is not recalculated.

The Index Sponsor determines the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). In the case of an adjustment of the Net Asset Value, the Index Sponsor takes into account the fact that proceeds from the reduction of a Reference Fund may only be allocated to the Reference Index (and vice versa) after the Hypothetical Investor would have received the respective proceeds from the disposal of the Reference Fund or the Money Market Investment.

III. Adjustment of the value of the Reference Index

In the following cases, the Index Calculation Agent adjusts, for the purposes of calculating the Index Value, the Reference Index Value of the Reference Index published by the Reference Index Calculation Agent to account for the economic effects of the relevant events on the Index:

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- a. in the event of an error in the calculation of the Reference Index Value identified by the Index Sponsor or the Index Calculation Agent;
- b. in the event of the publication of an incorrect Reference Index Value; or
- c. if a Reference Index Value determined and published by the Reference Index Sponsor that is used by the Index Calculation Agent as basis for the calculation of the Index, is subsequently corrected.

The Index Sponsor determines the type and extent of any necessary adjustments to the Reference Index Value in its reasonable discretion (§ 315 BGB). In case c., the Index Calculation Agent will, where necessary, redetermine the relevant Reference Index Value (the "**Corrected Reference Index Value**") and recalculate the Index Value on the basis of the Corrected Reference Index Value.

IV. Market Disruption Events

- a. If the Hypothetical Investor is not able to subscribe for or redeem Fund Shares on an Index Valuation Date, whether because the subscription or redemption of Fund Shares has been suspended or no Net Asset Value has been published for the Reference Fund or such publication will be delayed (a "**Reference Fund Market Disruption Event**"), the Index Calculation Agent will postpone the calculation, determination and publication of the Index (specifically including the realisation of the Dynamic Allocation) until such time as the Reference Fund Market Disruption Event ends; whether the conditions are fulfilled shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

If the Reference Fund Market Disruption Event continues for more than thirty Banking Days, the Index Calculation Agent will make an estimate of the Net Asset Value taking into account the then prevailing market conditions and the possibilities of the Hypothetical Investor to sell Fund Shares in the market, in order to calculate the Index (specifically including the realisation of the Dynamic Allocation), provided that a data basis is available which is sufficient for the purposes of such estimate. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether a sufficient data basis is available. The estimate will be based on a commercially reasonable assessment.

- b. If a Reference Index Value that is required for the calculation, determination and publication of the Index has not been published on an Index Valuation Date, or such publication will be delayed, the Index Calculation Agent will, in order to calculate the required price of the Reference Index, apply the calculation method described in the description of the Reference Index taking into account the most recently available value of the Reference Index.

Section E. - Further Terms

I. Disclaimer

The Index and the Reference Portfolio exist exclusively in the form of data sets and do not convey any direct or indirect or legal or beneficial interest or ownership in the Index Components. Any action specified herein is only carried out by an amendment to such data sets. Neither an Issuer nor the Index Sponsor nor the Index Calculation Agent nor the Hedging Party are under an obligation to directly or indirectly invest or to hold an interest in the Index Components.

The Index Calculation Agent acts with due care in performing the calculation of the Index Value and the calculation of the weights of the Index Components. The Index Sponsor and the Index Calculation Agent accept no liability except in the event of wilful misconduct or gross negligence. Neither the Index Sponsor nor the Index Calculation Agent give any representation or guarantee for the correctness of the market data and other information provided by third parties underlying the calculations for the Index. Neither the Index Sponsor nor the Index Calculation Agent accepts any liability for any direct or indirect damage which may result from incorrect market data underlying the calculation of the Index Value. Neither the Index Sponsor nor the Index Calculation Agent has an obligation to verify independently this information which is provided by third parties.

Neither the Index Sponsor nor any other person related to the Index acts in a fiduciary or advisory capacity for a holder of financial instruments linked to the Index.

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The information included in this Index Description regarding the Reference Fund is intended solely to inform investors intending to purchase financial instruments linked to the Index and does not constitute an offer to purchase Fund Shares. Each investor must make its own assessment of the merits of the Reference Fund.

II. Publication

The Index Value is published by the Index Calculation Agent on the website www.onemarkets.de, the Reuters page .UCGRGLDO and on Bloomberg under the ticker UCGRGLDO Index (or a successor page).

All determinations made by the Index Sponsor or the Index Calculation Agent in their reasonable discretion (§ 315 BGB) will be published in accordance with the terms and conditions of the relevant financial instruments linked to the Index.

III. Corrections

The Index Sponsor may correct or amend contradictory or incomplete provisions in this Index Description in accordance with the provisions applicable to the relevant financial instruments linked to the Index.

IV. Applicable Law

This Index Description is governed by German law.

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G. Description of the UC European Sector Rotation Strategy Index

The following Index Description outlines the key data for the UC European Sector Rotation Strategy Index as compiled by the Issuer. After the date of this Prospectus, this index description may be changed or modified from time to time for which the Issuer will publish a corresponding supplement to this Prospectus.

The „UC European Sector Rotation Strategy Index“ (the "Index") (ISIN: DE000A18T264; WKN: A18T26) is an index, developed and designed by UniCredit Bank AG or its legal successor (the "Index Sponsor"), and calculated by UniCredit Bank AG or, as announced by the Index Sponsor, its legal successor (the "Index Calculation Agent") in Euro (the "Index Currency"), applying the rules ("Index Rules") outlined below.

1. General Description

The Index provides exposure to those sectors of the STOXX® Europe 600 Index universe that are likely to best profit from different phases of the European business cycle (the "Index Objective"). For this purpose, the sector indices (the "Sector Indices") are grouped into two baskets (the "Baskets"):

- a defensive basket (the "Defensive Basket") and
- a cyclical basket (the "Cyclical Basket").

In addition, at times the Index may provide exposure to the STOXX Europe 600 Net Return Index (the "Parent Index"). The Index will be calculated and published by the Index Calculation Agent. The Index will be regularly adjusted according to this Index Description.

The current Index value (the "Index Value") and the weights of the instruments will be published on each Trading Day on www.onemarkets.de or a successor website. The Index Value will also be published via Reuters: .UCGRESRS and Bloomberg: UCGRESRS <Index> (or a successor page).

The index value on 24 February 2016 ("Index Start Date") is EUR 1,000 ("Initial Index Value").

2. The Instrument Universe

As of the first Trading Day, the instrument universe (the "Instrument Universe") consists of the following Exchange Traded Funds (ETFs) (the "Instruments") which reflect an investment in the Sector Indices, the Parent Index, and the Euro Money Market („Cash Instrument“):

	Instruments in the Cyclical Basket	Bloomberg	Reuters
1	iShares STOXX Europe 600 Automobiles & Parts UCITS ETF	SXAPEX Equity	GY SXAPEX.DE
2	iShares STOXX Europe 600 Basic Resources UCITS ETF	SXPPEX Equity	GY SXPPEX.DE
3	iShares STOXX Europe 600 Chemicals UCITS ETF	SX4PEX Equity	GY SX4PEX.DE
4	iShares STOXX Europe 600 Construction & Materials UCITS ETF	SXOPEX Equity	GY SXOPEX.DE
5	iShares STOXX Europe 600 Industrial Goods & Services UCITS ETF	SXNPEX Equity	GY SXNPEX.DE
Instruments in the Defensive Basket			
6	iShares STOXX Europe 600 Food & Beverage UCITS ETF	SX3PEX Equity	GY SX3PEX.DE
7	iShares STOXX Europe 600 Health Care UCITS ETF	SXDPEX Equity	GY SXDPEX.DE
8	iShares STOXX Europe 600 Oil & Gas UCITS ETF	SXEPEX	GY SXEPEX.DE

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		Equity	
9	iShares STOXX Europe 600 Telecommunications UCITS ETF	SXKPEX Equity	GY SXKPEX.DE
10	iShares STOXX Europe 600 Utilities UCITS ETF	SX6PEX Equity	GY SX6PEX.DE
Parent Index			
11	iShares STOXX Europe 600 UCITS ETF	SXXPIEX Equity	GY STOXXIEX.DE
Cash Instrument			
12	DBX II EONIA - 1C	XEON Equity	GY XEON.DE

In case that distributions occur with respect to an Instrument, the complete amount of the distributions shall be reinvested into the Cash Instrument, such that the number of units N_C (as defined in section 6) of the Cash Instrument increases on the ex-date of the distribution. The ex-date is the day on which the instrument is quoted "ex distribution" for the first time.

3. Definitions

"Ifo Business Climate"	The ifo Business Climate is based on ca. 7000 monthly survey responses of firms in manufacturing, construction, wholesaling and retailing. The firms are asked to give their assessments of the current business situation and their expectations for the next six months. They can characterise their situation as "good", "satisfactorily" or "poor" and their business expectations for the next six months as "more favourable", "unchanged" or "more unfavourable". The replies are weighted according to the importance of the industry and aggregated. The balance value of the current business situation is the difference of the percentages of the responses "good" and "poor", the balance value of the expectations is the difference of the percentages of the responses "more favourable" and "more unfavourable". The publication takes place on a monthly basis and is published by the ifo Institute (every day a publication takes place is a "Publication Day"). The value for the subcomponent Business Expectations used in the Index model will be published i.a. on Bloomberg under GRIFPEX <Index> or the website of the ifo Institute (www.cesifo-group.de). For the calculation of the signals of the Index model (see Section 9 "Business Cycle Signal") the respective initially published (non-revised) values of the ifo Business Climate, subcomponent Business Expectations, will be used.
"Investment Period"	Each period between two consecutive Publication Dates of the ifo Business Climate Index.
"Trading Day"	Every day on which STOXX Ltd. calculates an official closing price for the STOXX® Europe 600 Index and the Relevant Exchange as well the Relevant Derivatives Exchange are open for business.
"Calculation Moment"	The moment immediately after the closing prices for all relevant Instruments have been disseminated on every Trading Day.

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"Distributions"	Distributions are all income, dividends, interest, etc. paid on the Instruments.
"First Selection Day"	23 February 2016 (will be denoted as T_0).
"Selection Day"	Each Publication Date of the ifo Business Climate Index (denoted by T_k). Those Selection Days which lay before the First Selection Day ($k < 0$) will be denoted as "Historic Selection Days".
"First Adjustment Day"	The Index Start Date.
"Adjustment Day"	The Trading Day immediately following the publication of the ifo Business Climate Index, if <ol style="list-style-type: none"> 1. this Trading Day falls into the months February, May, August or November. 2. for all other months: if there is a Need for Adjustment (as defined in Section 8) on the associated Selection Day.
"Adjustment Moment"	The moment immediately after the closing prices for all relevant Instruments have been disseminated on an Adjustment Day.
"Dividend Day"	The Trading Day before the last Trading Day of each November, denoted as T_{DIV} .

4. Relevant Exchange and Relevant Derivatives Exchange

Relevant Exchange	Relevant Derivatives Exchange
XETRA	EUREX

5. Calculation of the Index

The Index Value $I(t)$ at any time t is defined to be:

$$I(t) = \left(1 - Fee \cdot \frac{t - t_{adj}^{pre}}{360}\right) \left(\sum_{i=1}^5 N_i^d \cdot S_i^d(t) + \sum_{i=1}^5 N_i^c \cdot S_i^c(t) + N_B \cdot B(t) + N_C \cdot C(t)\right), \text{ where}$$

N_i^d	denotes number of the i -th Instrument units in the Defensive Basket $i \in \{1, \dots, 5\}$
N_i^c	denotes number of the i -th Instrument units in the Cyclical Basket $i \in \{1, \dots, 5\}$
N_B	denotes number of the Parent Index units
N_C	denotes number of the Cash Instrument units
$S_i^d(t)$	denotes Last Available Price for the i -th component of the Defensive Basket $i \in \{1, \dots, 5\}$
$S_i^c(t)$	denotes Last Available Price for the i -th component of the Cyclical Basket $i \in \{1, \dots, 5\}$

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$B(t)$	denotes Last Available Price for the Parent Index
$C(t)$	denotes Last Available Price for the Cash Instrument
Fee	denotes the Index Fee of 1.35%
t_{adj}^{pre}	denotes the immediately preceding Adjustment Day

"Last Available Price" for any Instrument is defined as the prevailing price at time (t) disseminated by the Relevant Exchange as obtained by the Index Calculation Agent via information providers such as Bloomberg or Reuters, as long as no Market Disruption Event (as defined in section 11 below) has occurred.

The Index will be calculated continuously, at least on every Calculation Moment on every Trading Day (the associated index value is defined as "Index Closing Value"). For technical reasons, the Index Calculation Agent reserves the right to publish the Index Closing Value with a delay of up to two Trading Days.

The Index Value will be rounded up or down to two decimals, where 0.005 will be rounded up.

6. Adjustments

On each Adjustment Day the Index Calculation Agent identifies the necessary adjustments and determines the new Index composition on the basis of the following algorithm.

The number of units of the i^{th} Index constituent is re-calculated immediately after the relevant Adjustment Moment t_{adj} :

$$N_C^{new} = \left(1 - Fee \cdot \frac{t_{adj} - t_{adj}^{pre}}{360}\right) \cdot N_C \quad \text{Number of units of the Cash Instrument}$$

$$N_i^{c_{new}} = \frac{\omega_i^c \cdot (I(t_{adj}) - N_C^{new} \cdot C(t_{adj}))}{S_i^c(t_{adj})}, \quad i \in \{1, \dots, 5\} \quad \text{Number of units of the Instruments in the Cyclical Basket}$$

$$N_i^{d_{new}} = \frac{\omega_i^d \cdot (I(t_{adj}) - N_C^{new} \cdot C(t_{adj}))}{S_i^d(t_{adj})}, \quad i \in \{1, \dots, 5\} \quad \text{Number of units of the Instruments in the Defensive Basket}$$

$$N_B^{new} = \frac{\omega_B \cdot (I(t_{adj}) - N_C^{new} \cdot C(t_{adj}))}{B(t_{adj})} \quad \text{Number of units of the Parent Index}$$

where

$I(t_{adj})$	Denotes the value of the Index at the relevant Adjustment Moment (t_{adj})
$N_i^{c_{new}}$	denotes number of units of the i -th Instrument in the Cyclical Basket immediately after the relevant Adjustment Moment (t_{adj})
$N_i^{d_{new}}$	denotes number of units of the i th Instrument in the Defensive Basket immediately after the relevant Adjustment Moment (t_{adj})

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N_B^{new}	denotes number of units of the Parent Index immediately after the relevant Adjustment Moment (t_{adj})
N_C^{new}	denotes number of units of the Cash Instrument immediately after the relevant Adjustment Moment (t_{adj})
ω_i^c	denotes the target weight of the i -th Instrument in the Cyclical Basket as determined on the respective Selection Day, i.e. T_k
ω_i^d	denotes the target weight of the i -th Instrument in the Defensive Basket as determined on the respective Selection Day, i.e. T_k
ω_B	denotes the target weight of the Parent Index as determined on the respective Selection Day, i.e. T_k
t_{adj}^{pre}	denotes the Adjustment Moment on the immediately preceding Adjustment Day

The number of units $N_i^{c,new}$, $N_i^{d,new}$, N_B^{new} and N_C^{new} are rounded to 8 decimal places according to common market practice. The superscript "new" will be dropped after the completion of the Adjustment.

On the First Adjustment Day, $I(t_{adj})$ equals the Initial Index Value, and $N_C = 0$.

7. Dividend

Once per year, on the Dividend Day T_{DIV} , immediately after the Calculation Moment (respectively, if the Dividend Day is an Adjustment Day, immediately after the completion of the adjustment occurring on this day) the "Dividend" will be determined as the current value of the Cash Instrument of the Index:

$$Dividend := N_C(T_{DIV}) \times C(T_{DIV})$$

Whereas $N_C(T_{DIV})$ denotes the number of and $C(T_{DIV})$ the last available price of the Cash Instrument at the aforesaid time. In case of a Market Disruption Event on the Dividend Day the price of the Cash Instrument will be determined according to the rules outlined in section 11.2.

Thereafter, the number of units of the Cash Instrument will be denoted as N_C^{reset} and reset to zero:

$$N_C^{reset} = 0$$

After the reset the superscript "reset" is removed.

8. Signal Generation

The Target Weights are determined on each Selection Day T_k at the Calculation Moment on the basis of a Business Cycle Signal and a Feedback Signal. To do so, the Business Cycle Target Weight (as defined in Section 9) and the Feedback Target Weight (as defined in Section 10) will be added, such that (depending on the Business Cycle Signal and the Feedback Signal) the following Target Weights are obtained:

Business Signal	Cycle	Feedback Signal	Target Weight Cyclical Basket, ω_c	Target Weight Defensive Basket, ω_d	Target Weight Parent Index, ω_B
Cyclical Basket		Cyclical Basket	100%	0%	0%
Cyclical Basket		Parent Index	50%	0%	50%
Cyclical Basket		Defensive Basket	50%	50%	0%

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Defensive Basket	Cyclical Basket	50%	50%	0%
Defensive Basket	Parent Index	0%	50%	50%
Defensive Basket	Defensive Basket	0%	100%	0%

The Instruments in each Basket will be equally weighted, i.e. the Target Weights of the Instruments of the Cyclical Basket and the Defensive Basket, respectively, will be calculated as follows:

$$\omega_i^c := \frac{\omega_c}{5} \quad \text{Target Weight of the } i\text{-th Instrument of the Cyclical Basket}$$

$$\omega_i^d := \frac{\omega_d}{5} \quad \text{Target Weight of the } i\text{-th Instrument of the Defensive Basket.}$$

There is a need for adjustment (the "Need for Adjustment") if the newly determined Target Weights of the Cyclical Basket, the Defensive Basket or the Parent Index on the Selection Day T_k deviate from the respective Target Weights determined on the immediately preceding Selection Day T_{k-1} .

Between two Adjustment Days, the actual weights of the instruments in the Index may vary according to the price changes of the instruments. If there is no need for adjustment on the Selection Day, the actual weights will be continued accordingly.

9. Business Cycle Signal

We refer to the (unrevised) Ifo Business Climate Index (subcomponent Business Expectations) $E(T_k)$ as initially published on the Selection Day T_k and available at the Calculation Moment on Reuters and Bloomberg or on the website of the Ifo Institute.

An uptrend is identified if at time T_k the Ifo Business Expectations have risen for three consecutive months by a total of 2 or more index points:

$$E(T_k) \geq E(T_{k-1}) \geq E(T_{k-2}) \geq E(T_{k-3}) \quad \text{where} \quad E(T_k) - E(T_{k-3}) \geq 2.$$

A turning point for the beginning of an uptrend is defined as the third month of an uptrend after a previous downtrend. At such a turning point, the business cycle signal will assign a Business Cycle Target Weight of 50% to the Cyclical Basket.

A downtrend is identified if at time T_k the Ifo Business Expectations have fallen for three consecutive months by a total of 2 or more index points:

$$E(T_k) \leq E(T_{k-1}) \leq E(T_{k-2}) \leq E(T_{k-3}) \quad \text{mit} \quad E(T_{k-3}) - E(T_k) \geq 2.$$

A turning point for the beginning of a downtrend is defined as the third month of a downtrend after a previous uptrend. At such a turning point, the business cycle signal will assign a Business Cycle Target Weight of 50% to the Defensive Basket.

If the business cycle signal does not indicate a turning point, the allocation that was derived from the last turning point remains unchanged.

If on the first Selection Day T_0 the business cycle signal does not indicate a turning point, the business cycle signal on the (historical) Selection Days T_h , $h = -1, -2, \dots$, starting at $h = -1$, is determined until a turning point is found. This turning point is then considered to be determining the Business Cycle Target Weight on the first Selection Day.

10. Feedback Signal

On the Selection Day T_k , the average performances of the Cyclical Basket, the Defensive Basket and the Parent Index over the preceding three Investment Periods are calculated, and the three values are compared:

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$$R_c = \frac{1}{3} \sum_{j=k-2}^k \cdot \sum_{i=1}^5 \frac{1}{5} \cdot \left(\frac{S_i^c(T_j)}{S_i^c(T_{j-1})} - 1 \right)$$

$$R_d = \frac{1}{3} \sum_{j=k-2}^k \cdot \sum_{i=1}^5 \frac{1}{5} \cdot \left(\frac{S_i^d(T_j)}{S_i^d(T_{j-1})} - 1 \right)$$

$$R_B = \frac{1}{3} \sum_{j=k-2}^k \left(\frac{B(T_j)}{B(T_{j-1})} - 1 \right)$$

Here, T_k refers to the Calculation Moment at the respective (possibly Historic) Selection Day T_k .

The Feedback Signal derived from these performance figures allocates as follows:

- (A) If $\max\{R_c, R_d, R_B\} = R_c$, the Feedback Signal allocates a Feedback Target Weight of 50% to the Cyclical Basket.
- (B) If $\max\{R_c, R_d, R_B\} = R_d$, the Feedback Signal allocates a Feedback Target Weight of 50% to the Defensive Basket.
- (C) If $\max\{R_c, R_d, R_B\} = R_B$, the Feedback Signal allocates a Feedback Target Weight of 50% to the Parent Index.

11. Market Disruption

11.1. Reweighting

In case a Market Disruption occurs or exists on an Adjustment Day, the respective Adjustment Day is postponed to the next Trading Day on which the Market Disruption no longer exists. If a Market Disruption exists for five (5) consecutive Trading Days, (i) the fifth Trading Day is deemed to be the Adjustment Day and (ii) the reweighting according to section 6 is implemented in such a way that the number of unit of the Instrument affected by the Market Disruption remains unchanged in comparison with the respective previous Adjustment Day. If the unchanged number of unit of the respective Instrument affected by the Market Disruption is lower than the number of unit that would have been implemented on the Adjustment Day in the absence of the Market Disruption, the number of unit of the Cash Instrument shall be increased proportionally. However, if the unchanged number of unit of the respective Instrument affected by the Market Disruption is higher than the number of unit that would have been implemented on the Adjustment Day in the absence of the Market Disruption, the remaining number of units of all other Instruments (with a Target Weight > 0) shall be reduced proportionally.

11.2. Index Value

If an Instrument is affected by a Market Disruption on any Trading Day and the Market Disruption continues at the Calculation Moment, the last available price before the Market Disruption is used for the calculation of the Index Value.

If this price is not consistent with the prevailing market conditions or not suitable for any other reason, the reasonable price of the Instrument in accordance with the prevailing market conditions is used. Such price shall be determined by the Index Calculation Agent in its reasonable discretion (§ 315 BGB).

11.3. Definition of the Market Disruption

A market disruption (a “Market Disruption”) exists if and as long as any Instrument is affected by a Market Disruption Event.

“Market Disruption Event” means any of the following events:

- (a) the suspension or restriction of trading on the Instrument or the constituents of a basis index on the Relevant Exchange due to price movements exceeding the limits of the Relevant Exchange or for any other reason;
- (b) the suspension or restriction of trading in a derivative on the Instrument on the Relevant Derivatives Exchange due to price movements exceeding the limits of the Relevant Derivatives Exchange or for any other reason;
- (c) the suspension or restriction of trading in ETFs or securities (e.g. Index Tracker Certificates), which track the respective Instrument, on the exchanges or the markets, on which these ETFs or securities are traded, or on the derivative exchanges or the markets, on which derivatives on these ETFs are traded, due to price movements exceeding the limits of the respective exchange or derivative exchanges respectively the operator of these markets, or for any other reason;
- (d) the non-publication of the price of the Instrument as a result of a decision by the entity that is responsible for the calculation and/or publication of its NAV (for ETFs) respectively value.

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Index Calculation Agent in its reasonable discretion (§ 315 BGB).

12. Extraordinary Adjustment

If pursuing the Index Objective requires a change in the Index Rules due to (i) a significant change in the relevant regulatory or legal framework or taxation, (ii) a significant change in case law, or (iii) substantially changed market circumstances, the Index Sponsor shall amend the Index Rules in its reasonable discretion (§ 315 BGB) in such a way that a substantially unchanged pursuance of the Index Objective remains possible. Such a change in the Index Rules shall not have a significant adverse effect on the economic position of the holders of financial products linked to the Index.

In the case of an Fund Event, Index Event or other serious circumstances, the affected Instruments are replaced by constituents of an economically equivalent asset class and/or investment strategy if pursuing the Index Objective is significantly affected by the Fund Event, Index Event or the other serious circumstances. This substitution is carried out by the Index Sponsor in its reasonable discretion (§ 315 BGB). In this context particularly after the occurrence of an Fund Event each of the ETFs effected by the Fund Event can be replaced by an ETF of an comparable asset class and/or by its Parent Index. The economic position of the holders of financial products linked to the Index shall not be substantially deteriorated by the measures described in this paragraph.

“Fund Event” means with respect to an Instrument that is an ETF any of the following events; the occurrence of any such event being determined by the Index Calculation Agent in its reasonable discretion (§ 315 BGB):

- (a) changes are made in one of the Fund Documents which affect the ability of the hedging party to maintain its hedging transactions, in particular changes with respect to (i) the risk profile of the ETF, (ii) the investment objectives or investment strategy or investment restrictions of the ETF (iii) the currency of the ETF Shares, (iv) the method of calculating the Net Asset Value or (v) the timetable for the subscription, issue, redemption and/or transfer of the ETF Shares;
- (b) requests for the issue, redemption or transfer of ETF 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 ETF Shares (other or substantially higher than the fees, premiums, discounts,

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charges, commissions, taxes or similar fees already charged before the date on which the ETF is added to the Index);

(d) the ETF or the Management Company or the Fund Service Provider appointed for this purpose by the ETF or the Management Company fails to publish the Net Asset Value as scheduled or in accordance with normal practice or as specified in the Fund Documents;

(e) a change in the legal form of the ETF;

(f) a change of individuals in key positions at the Management Company or in the fund management;

(g) (i) a change in the legal, accounting, tax or regulatory treatment of the ETF or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the ETF or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the ETF or the Management Company 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 ETF, the Management Company or a Fund Service 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;

(h) a breach by the ETF or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the ETF (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the ETF or the Management Company;

(i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which in relation to the subscription, redemption or holding of ETF Shares by the hedging party (i) requires a reserve or provision, or (ii) requires to significantly increase the amount of regulatory capital held by the hedging party in relation to the hedging transactions in comparison with the conditions applying on the Index Start Date (in particular such a change to laws or regulations relevant for the hedging party that results in a regulatory reclassification of the ETF if the ETF does not provide a list of its investments ("Portfolio Reporting") and the hedging party does not receive the Portfolio Reporting from the ETF pursuant to the regulatory requirements in the demanded frequency);

(j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which it would become unlawful or impracticable for the hedging party to maintain its hedging transactions or which would entail substantially higher costs;

(k) an increase in the proportion of the volume held by the hedging party, alone or together with a third party with which the hedging party in turn enters into hedging transactions beyond 20% of the ETF Shares outstanding;

(l) the hedging party is required to consolidate the ETF as a result of accounting or other regulations;

(m) the sale or redemption of the ETF Shares by the hedging party for mandatory reasons provided that the sale or redemption 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 ETF Shares or of the redemption of existing ETF Shares or (ii) the reduction of the number of ETF Shares of an investor in the ETF for reasons outside the control of that investor or (iii) the subdivision, merger (consolidation) or reclassification of the ETF Shares or any other measure that has a diluting or concentrative effect on the theoretical value of a ETF Share or (iv) payments in respect of a redemption of ETF 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 ETF;

(o) the Management Company or a Fund Service Provider discontinues its services for the ETF or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another appropriate service provider;

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- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the ETF or the ETF Shares, (ii) the initiation of settlement, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the ETF or the merger of the ETF into or with another fund (e.g. ETF), (iii) a requirement to transfer all the ETF Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the ETF Shares by the investor holding the ETF Shares;
- (q) the initiation of settlement, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Management Company;
- (r) the Index Sponsor loses the right to use the ETF as the basis for the calculation, determination and publication of the Index;
- (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 substantial negative consequences for an Issuer or the hedging party;
- (t) no notification is given of the basis of taxation for the ETF in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the ETF or the Management Company has announced that no notification of the bases of taxation shall be given in accordance with the applicable provisions of the InvStG in the future;
- (u) changes in the investment policy or distribution policy of the ETF which could have a substantial negative effect on the amount of distributions by the ETF as well as distributions which diverge significantly from the ETF's normal distribution policy to date;
- (v) the ETF or the Management Company or a company affiliated to it breaches the agreement into which it entered with the Index Sponsor, an Issuer or the hedging party and that specifies the terms and conditions for the subscription or redemption of ETF Shares or the remuneration in relation to ETF Shares held by the Index Sponsor in its function as hedging party in a significant respect or terminates that agreement;
- (w) the ETF or the Management Company, contrary to normal practice to date, fails to provide the Index Sponsor with information that is necessary to verify the ETF's compliance with its investment guidelines or restrictions in a timely manner;
- (x) the ETF or the Management Company fails to provide the Index Sponsor with the audited annual report and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request;
- (y) any other event that could have a noticeable adverse effect on the Net Asset Value of the ETF or the ability of the hedging party to hedge its obligations under the hedging transactions on more than a temporary basis;
- (z) the Net Asset Value of the ETF is no longer published in the Base Currency;
- (aa) the quotation of the ETF and the ETF Shares, respectively, at the Relevant Exchange is ceased and no Successor Relevant Exchange could be determined;
- (bb) the performance of the ETF is higher than the performance of the respective ETF-Parent Index on five consecutive trading days determined on the basis of the respective closing prices.

Where:

"Fund Service Provider" means in relation to an ETF, if available, the Auditor, the Administrator, the Investment Adviser, the Portfolio Manager, the Custodian Bank and the Management Company.

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

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“Fund Management” means in relation to an ETF, the persons responsible for the portfolio and/or risk management of the ETF.

“Index Event” means with respect to an Instrument that is a Base Index any of the following events;

- a) the calculation or publication of the Base Index is discontinued; or the Base Index is replaced;
- b) a change of the index concept or the calculation methodology of the Base Index, that result in a new index concept or calculation methodology being no longer economically equivalent to the original index concept or calculation methodology; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§315 BGB);
- c) any other event that could have a noticeable adverse effect on the Base Index Value; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

13. Index Sponsor, Index Calculation Agent

The Index Sponsor has assigned all rights and duties with regard to the calculation of the Index to the Index Calculation Agent. Moreover, the Index Sponsor is at any time authorized to select in its reasonable discretion (§ 315 BGB) a new Index Calculation Agent (the “New Index Calculation Agent”), whereas each reference in this description to the Index Calculation Agent shall be deemed as a reference to the New Index Calculation Agent.

14. Disclaimer

The Index exists exclusively in the form of data sets and does not convey any direct or indirect or legal or beneficial interest or ownership in the Instruments. Any action specified above in respect of the Index shall be effected solely on a theoretical basis by an amendment to such data. Neither Institutions issuing financial instruments linked to the Index nor the Index Calculation Agent nor the Index Sponsor are obliged to actually invest or hold an interest in the Instruments directly or indirectly.

The calculation of the Index Value and the weights of the Instruments will be performed by the Index Calculation Agent with all due care. The Index Sponsor and the Index Calculation Agent exclude any liability for except in the event of willful misconduct or gross negligence on their part. Neither the Index Sponsor nor the Index Calculation Agent give any representation or guarantee for the correctness of the market data Instrument the calculations for the Index. Neither the Index Sponsor nor the Index Calculation Agent assume any liability for any direct or indirect damage which may result from an incorrect calculation of the market data Instrument the calculation of the Index Value.

Neither the Index Sponsor nor any person related to the Index has the function of a trustee or advisor towards the holders of financial instruments linked to the Index.

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H. Description of Indices composed by the Issuer or by any Legal Entity belonging to the same Group incorporated by reference

The description of indices composed by the Issuer or by any legal entity belonging to the same group included in the following base prospectuses is hereby incorporated by reference into this Base Prospectus:

- (1) Description of HVB Multi Manager Best Select Flex Index,
- (2) Description of HVB Multi Manager Best Select Flex Index II,
- (3) Description of HVB Vermögensdepot Wachstum Flex Index II,
- (4) Description of HVB Vermögensdepot Wachstum Flex Index,
- (5) Description of HVB Star Funds Excess Return Risk Control Index, and
- (6) Description of VP Klassik 70 Benchmark Index.

as included in the Base Prospectus of UniCredit Bank AG dated 12 May 2017 for the issuance of Single Underlying and Multi Underlying Securities (with partial capital protection). A list setting out the information incorporated by reference is provided on page 306 et seq.

FORM OF FINAL TERMS**Final Terms**

dated [●]

UniCredit Bank AG

Issue of [*Insert title of the Securities*](the "**Securities**")

under the

Base Prospectus

for the issuance of Reference Asset Linked Securities and Bond Linked Equity Securities

under the Euro 50,000,000,000 Debt Issuance Programme**of UniCredit Bank AG****dated 29 March 2019**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 5 para. 4 of the Directive 2003/71/EC, at the date of the Base Prospectus (the "**Prospectus Directive**") in connection with the Luxembourg Prospectus Act at the date of the Base Prospectus. 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 Reference Asset Linked Securities and for the issuance of Bond Linked Equity Securities dated 29 March 2019 (the "**Base Prospectus**") and [the supplement[s] to the Base Prospectus dated [●] (the "**Supplement[s]**").*

*The Base Prospectus, any Supplements and these Final Terms are available on [*Insert website(s)*][www.bourse.lu]. 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.*

[An issue specific summary is annexed to these Final Terms.]⁶

SECTION A – GENERAL INFORMATION:**[Offer going beyond the validity of the Base Prospectus:**

The validity of the above mentioned Base Prospectus dated 29 March 2019, under which the Securities described in these Final Terms are issued, ends on 29 March 2020. 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 Reference Asset Linked Securities and Bond-Linked Equity Securities (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) which follows the Base Prospectus dated 29 March 2019. The latest base prospectus of UniCredit Bank AG for the issuance of Reference Asset Linked Securities and Bond Linked Equity Securities will be published on www.onemarkets.de/basisprospekte and on [●].⁷

⁶ No issuance-specific summary is required in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

⁷ Not applicable in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

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:

[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:

[[Fix Rate Reference Asset linked Securities] [Floating Rate Reference Asset Linked Securities] with Cash Settlement [and Cross Currency Swap]]

[[Fix Rate Reference Asset linked Securities] [Floating Rate Reference Asset Linked Securities] with Cash Settlement [and FX spot rate conversions]]

[[Fix Rate Reference Asset linked Securities] [Floating Rate Reference Asset Linked Securities] with Physical Settlement [and Cross Currency Swap]]

[[Fix Rate Reference Asset linked Securities] [Floating Rate Reference Asset Linked Securities] with Physical Settlement [and FX spot rate conversions]]

[Bond Linked Equity Securities]

[All Time High Bond Linked Equity Securities]

[Win-Win Bond Linked Equity Securities]

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)*].]

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] [Slovakia].]

[The smallest transferable unit is [*Insert*].]

[The smallest tradable unit is [*Insert*].]

The Securities will be offered to [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].]

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] [Slovakia].]

[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] [Slovakia] 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 additional provisions]⁸

[Not applicable.]

SECTION B – CONDITIONS**Part A – General Conditions of the Securities****Global Note, Agents, Custody**

Types of the Securities	[notes] [certificates]
Form	Global Note
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*]

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*]

UniCredit Bank AG

⁸ Exclusively applicable for information pursuant to Annex XXI of the Commission Regulation (EC) No 809/2004, if the Underlying is not managed or composed by the issuer or by any legal entity belonging to the same group.

[ANNEX I

[Attach loan, respectively assignable loan agreement hereto.]]

[ANNEX II

ISSUE SPECIFIC SUMMARY

*[Insert issue specific summary]]*⁹

⁹ No issuance-specific summary is required in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

TAXES

The following section discusses certain tax issues associated with the purchase, ownership and disposal of the Securities. The discussion is limited to certain tax issues in Bulgaria, Croatia, the Czech Republic, Germany, Hungary, Luxembourg, Poland, the Slovak Republic and the United States of America.

In addition, it is not intended as a comprehensive discussion of all possible tax consequences under those legal systems. It is quite possible that there are other tax considerations that may be relevant when making a decision to invest in the Securities. As each Security may be subject to different tax treatment due to the special conditions of the issue in question as indicated in the Final Terms, the following section also contains only very general information on the possible tax treatment. In particular, the discussion does not take into account special aspects or circumstances that may be relevant to the individual investor. It is based on the tax laws in effect in Bulgaria, Croatia, the Czech Republic, Germany, Hungary, Luxembourg, Poland, the Slovak Republic and the United States of America on the date of this Base Prospectus. These laws are subject to change. Such changes can also be made retroactively.

The taxation of income from the securities also depends on the concrete terms and conditions of the securities and the individual tax situation of each investor.

The issuer assumes no responsibility for deducting any withholding taxes.

Investors and interested parties are urgently advised to consult their tax advisor with regard to taxation in their particular case.

International Exchange of Information

Based on the "OECD Common Reporting Standard (CRS)", states which have committed themselves to apply the OECD Common reporting Standards ("**Participating States**"), exchange information with respect to financial accounts held by persons in an other Participating State. The same applies to Member States of the European Union. Based on the extended Mutual Assistance Directive 2011/16/EU (amended by Directive 2014/107/EU and by Directive 2018/822/EU) Member States exchange information with respect to certain reporting accounts of persons domiciled in an other Member State. Investors should obtain information and/or seek advice on further developments.

FINANCIAL TRANSACTION TAXES

European Financial Transaction Tax

The European Commission has issued a draft directive (the "Commission Proposal") for a common system of financial transaction tax ("**FTT**") in certain member states of the European Union. The Commission Proposal is currently subject to review.

The scope of the Commission Proposal is very broad and the proposal could, insofar as it is introduced, under certain conditions apply to specific security transactions (especially secondary market transactions). The proposed FTT is subject to negotiations between the participating EU Member States with respect to the exact form and the timing. It may therefore be altered prior to any implementation. Additional EU Member States may decide to join while participating EU Member States might propose changes or cancel their participations.

Besides the proposed FTT, some jurisdictions (e.g.; Italy and France) already have introduced a domestic financial transaction tax that may apply to certain dealings in the Securities in certain circumstances. Other jurisdictions may also introduce a domestic financial transaction tax.

Investors are advised to seek professional advice in relation to the FTT and domestic financial transaction taxes.

BULGARIA

The information set out below represents a general overview of certain material Bulgarian tax law aspects that may be relevant for a potential investor in the Securities. The overview is not exhaustive and should not be construed as legal or tax advice to the potential investors. Thus, potential investors should consult their own professional tax advisors regarding the Bulgarian tax consequences (including the applicability and the effect of double taxation treaties) of acquiring, owning and disposing of Securities in their particular circumstances.

This overview is based on the laws of the Republic of Bulgaria as in effect by the date of this Prospectus and their prevailing interpretation available by such date. With respect to certain types of securities neither official statements of the tax authorities nor case law exist and thus, it is not entirely clear how these securities will be treated.

In general, the Securities would be regarded as financial assets under Bulgarian law and this could give rise to a taxable income for their holder under the following circumstances: (i) during the possession period (e.g. in the form of interests or dividends), and (ii) at the time of their disposition (e.g. in the form of capital gains from disposition of the Securities or from liquidation proceeds arising out of a shareholding participation). Non-realized profits or losses from the Securities (e.g. accounting profits or losses resulting from revaluations of financial assets) are not recognized for tax purposes subject to certain exceptions.

Taxation of Bulgarian tax resident individuals

Bulgarian tax resident individuals

An individual is considered to be tax resident in Bulgaria if any of the following conditions are met :

- the permanent address of the individual is in Bulgaria; or
- the individual spends inside the territory of Bulgaria more than 183 days in each period of 12 consecutive months, or
- the individual resides abroad on assignment of the Bulgarian state, its authorities and/or its organizations, or Bulgarian enterprises, or
- the centre of the vital interest of the individual is located in Bulgaria.

If the individual has a permanent address in Bulgaria, but the centre of his/her vital interest is not located in Bulgaria, he/she is not considered as a Bulgarian tax resident.

Withholding Tax

Income paid or accrued on Securities, issued by the Issuer, is not subject to withholding tax in Bulgaria with the following exceptions: (i) dividends/liquidation proceeds, and (ii) interest on bank accounts. Dividends and liquidation proceeds are subject to withholding tax at the rate of 5 % regardless of whether any such payments are distributed to the individual from Bulgarian legal entities or foreign legal entities, and payments of interest on bank accounts is subject to withholding tax at the rate of 8 %.

Income Tax

Individuals, who are tax residents in the Republic of Bulgaria, are subject to income tax on their worldwide income, regardless of its source, from holding and disposition of Securities.

The taxable income of the individual from disposition (incl. sale and exchange) of financial assets (e.g. shares, compensatory instruments, investment bonds and other financial assets, including the Securities) as well as from trade with foreign currency is the sum of the profits realised during the respective year, determined for each particular transaction, reduced with the sum of the losses incurred during the same year, determined for each particular transaction. The realised profit/incurred loss referred to in the previous sentence is determined by reducing the selling price with the acquisition costs of the financial asset. This taxable income is subject to a flat tax rate of 10%.

Interest, other than interest on bank accounts, is subject to 10 % tax.

Any other income derived by the individual from the Securities which is not subject to withholding tax is subject to 10 % income tax.

In certain cases the individuals may be exempted from income tax. Such cases, among others, include:

- (i) interest and discounts made on Bulgarian government, municipal and corporate bonds; as well as on similar bonds issued according to the legislation of another Member State of the European Union or of a state which is a contracting party to the European Economic Area Agreement ("EEA");
- (ii) any income from disposing of financial instruments, which, among others, include: transactions with units and shares in collective investment schemes and in national investment funds, shares, rights and government securities, effected on a regulated market; transactions concluded under the terms and according to the procedure of tender offering under Section II of Chapter Eleven of the Bulgarian Public Offering of Securities Act, or transactions of similar type in another Member State of the European Union, or in a state which is a contracting party to the EEA ,etc.

Taxation of non- Bulgarian tax resident individuals*Non- Bulgarian tax resident individuals*

Any individual, who may not qualify as a Bulgarian tax resident, is considered to be non-Bulgarian tax resident.

Withholding Tax

Certain items of income with a source from Bulgaria which are paid or accrued to a non-Bulgarian tax resident individual are subject to Bulgarian withholding tax at the rate of 10 %, including, among others, the following:

- Interest

The interest income is with a source from Bulgaria if it is paid or accrued to the foreign tax resident, who is an individual by a Bulgarian tax resident person, a representative office, a permanent establishment or a fixed base of a foreign person in Bulgaria.

- Income from the sale or exchange or other disposition against consideration of shares, compensatory instruments, investment bonds and other financial assets, including securities.

The income from such financial assets is considering as being with a source from Bulgaria if the financial assets are issued by the Bulgarian state, Bulgarian municipalities, Bulgarian legal

entities, Bulgarian non-personified entities and other forms of joint activity as well as from transaction with them.

The taxable income from sale/transfer of financial assets is determined as the positive difference between the selling price and the documentary proven acquisition cost of the asset. The taxable income is subject to 10 % tax which should be paid by the income recipient rather than withheld by the income payer.

The following income is exempt from withholding tax: income from bonds or other debt securities issued by the Bulgarian state or the Bulgarian municipalities and traded on a regulated market in Bulgaria, an EU Member State or an EEA country.

Dividends and liquidation proceeds distributed to a foreign tax resident, who is an individual, by a Bulgarian legal entity are subject to 5 % withholding tax.

All exemptions from income tax available to Bulgarian tax resident, who is an individual would also apply to individuals which are tax resident in an EU Member State or an EEA country.

Taxation of Bulgarian tax resident legal entities

Bulgarian tax resident legal entities

The following legal entities are considered to be tax residents of Bulgaria:

- All legal entities established under Bulgarian laws;
- The legal entities established pursuant to Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European company and the cooperatives, established pursuant to Council Regulation (EC) No 1435/2003 of 22 July 2003 on the Statute for a European Cooperative Society (SCE), where they have their registered office in Bulgaria and they are entered in a Bulgarian register.

Corporate income tax

The taxable profits of any Bulgarian tax resident, which is a legal entity, are subject to 10 % corporate income tax. The taxable income is determined based on the accounting profits/losses which are adjusted for tax purposes. The accounting profits/losses are determined by applying International Financial Reporting Standards (IFRS) or the Bulgarian National Accounting Standards.

Primarily the income derived by a Bulgarian tax resident legal entity from the Securities will be included in its taxable profits, e.g. interest, capital gains from sale, exchange or other disposals of the Securities, and liquidation proceeds from shareholding participation.

Certain items of income, although recognized as income for accounting purposes, will not be included in the taxable profits for tax purposes, e.g. dividends distributed to the entity by Bulgarian tax resident, which is a legal entity, or by legal entities, which are tax resident in an EU Member State or an EEA country (subject to certain exceptions).

Losses from sale, exchange or other disposals of the Securities are generally tax deductible subject to certain exceptions.

Non-realized profits or losses from the Securities (e.g. profits or losses arising from revaluations) are not recognized for tax purposes, unless the Bulgarian tax resident person is a financial institution.

Where a Bulgarian tax resident legal entity has a non-Bulgarian tax resident subsidiary in a low-taxed jurisdiction which qualifies as a controlled foreign company (CFC), the profits of the CFC may be included in the taxable profit of its Bulgarian parent and subject to 10% Bulgarian corporate income tax. Therefore, any income from Securities which is attributable to a non-Bulgarian resident CFC could also potentially be subject to Bulgarian corporate income tax.

Taxation of non- Bulgarian tax residents which are legal entities

Non-Bulgarian tax resident legal entities

Any legal entity, which may not qualify as a Bulgarian tax resident, is considered to be a non-Bulgarian tax resident.

Withholding Tax

Interest with a source from Bulgaria derived by a non-Bulgarian tax resident which is a legal entity, and not attributable to a permanent establishment in Bulgaria, is subject to Bulgarian withholding tax at the rate of 10 %. The interest will be with a source from Bulgaria if the following conditions are met: (i) it is accrued to the foreign entity by a Bulgarian tax resident, which is a legal entity or a permanent establishment of a foreign tax resident which is a legal entity in Bulgaria, or (ii) paid to the foreign entity by a Bulgarian tax resident, who is an individual, or a by a foreign tax resident, who is an individual through a fixed base in Bulgaria.

There are certain exemptions from the withholding tax on interest as follows:

- (i) No withholding tax is due on interest income on bonds or other debt securities, issued by a Bulgarian tax resident person, the Bulgarian State and the Bulgarian municipalities which are traded on a regulated market in Bulgaria, an EU Member State or EEA country.
- (ii) No withholding tax is due on interest on a loan granted by a foreign entity - issuer of bonds or other debt securities, when all of the following conditions are fulfilled:
 - the issuer is tax resident of an EU Member State or EEA country;
 - the issuer has issued the bonds or the other debt securities for the purpose of loaning the proceeds from the as a loan to a Bulgarian tax resident legal entity, and
 - the bonds or the other debt securities are traded on a regulated market in Bulgaria, an EU Member State or EEA country.
- (iii) No withholding tax on interest is due if certain conditions provided by Bulgarian law transposing Council Directive 2003/49/EC of 3 June 2003 on a common system of taxation applicable to interest and royalty payments made between associated companies of different Member States are met;
- (iv) No withholding tax is due on a loan, where no bonds are issued and the borrower is the Bulgarian state or the Bulgarian municipalities.

Any income of a foreign tax resident, which is a legal entity from disposition of financial assets, including securities will be subject to 10 % tax in Bulgaria, if the financial assets are issued by Bulgarian tax resident, which is a legal entity, the Bulgarian State or the Bulgarian municipalities. The taxable income is the positive difference between the selling price and the documented acquisition costs of the financial asset. The tax should be paid by the income recipient rather than to be withheld by the income payer.

Certain items of income derived from disposition of financial instruments is exempt from this tax and the exemption includes, among others: transactions with units and shares in collective investment schemes and in national investment funds, shares, rights and government securities, effected on a regulated market; transactions concluded under the terms and according to the procedure of tender offering under Section II of Chapter Eleven of the Bulgarian Public Offering of Securities Act, or transactions of similar type in another Member State of the European Union, or in a state which is a contracting party to the European Economic Area Agreement; etc.

Dividends distributed by a Bulgarian tax resident, which is a legal entity, to a foreign tax resident, which is a legal entity, are subject to 5 % withholding tax, unless the shareholder is a tax resident in an EU Member state or EEA country (subject to exception in case of hidden profit distribution).

Corporate Income tax

In case a foreign tax resident, which is a legal entity, creates a permanent establishment in Bulgaria, the taxable profits attributable to such permanent establishment will be subject to 10 % corporate income tax. The taxable profits are determined similarly to the taxable profits of a Bulgarian tax resident, which is a legal entity, but the transactions between the permanent establishment and other parts of the foreign entity outside Bulgarian can also be taken into consideration. Therefore, any income from the Securities which is attributable to a permanent establishment of the foreign tax resident person in Bulgaria could also be subject to Bulgarian corporate income tax.

Double Tax Treaty

If the income from the Securities is paid by a foreign legal entity, the latter could make withholdings pursuant to the laws of other jurisdictions. According to the provisions of the Double Tax Treaty concluded between the Republic of Bulgaria and the Federal Republic of Germany, in most of the cases where the Issuer is German tax resident and the potential investor is a Bulgarian tax resident:

- (i) the interest income from securities is subject to withholding tax capped at the rate of 5%; and
- (ii) the disposing income from securities is subject to taxation only in Bulgaria.

However, certain exceptions may apply, which are not described further herein. In order to benefit from the provisions of the Double Tax Treaty, the owner of the income may be required to follow certain procedures.

CROATIA

The information set out below is a description of tax treatment of the acquisition, holding, sale and redemption of securities in Croatia. The following overview is based on the laws of Croatia which are currently in force and is intended to provide general information only. This overview does not take into account or discuss the tax laws of any country other than Croatia nor does it take into account the individual circumstances, financial situation or investment objectives of an investor in Securities.

Tax for individuals – Income tax

Individuals who are tax residents in Croatia are subject to income taxation (personal income tax) on their worldwide income, regardless of its source. Generally, this also includes income from securities (i.e., interests, dividends and capital gains from the sale of securities).

Income from securities is considered as capital income which is taxable at a fixed rate of 12% plus surtax (local municipality tax). Capital income is recognized as final income with the consequence that the tax paid is final and the income is not included in the annual tax return nor is the individual required to submit the return.

Croatian tax legislation does not provide detailed distinctions between various types of securities and generally recognizes only income from equity instruments (dividend) and debt instruments (interest).

Income from holding of securities

According to Croatian tax laws, income from receivable of any kind is considered as interest and is subject to taxation on the source of income as withholding tax at the rate of 12% plus surtax. Within these rules, the laws expressly provide that receipts from interests on securities are considered as

taxable interests. As an exception to that, receipts from interests on bonds (regardless of the type of issuer and bond) are expressly exempted from taxation.

As noted earlier, Croatian tax provisions do not provide a clear differentiation between types of securities. However, since only bonds are expressly exempted from taxation in terms of taxation of interests, it is likely that receipts from all other types of securities would be considered as taxable at the rate of 12% plus surtax.

Income from sale of securities

Capital gain or capital loss is calculated as the difference between the sale price (market value) and purchase price of a security and is taxable at the rate of 12% plus surtax. An individual is required to keep records of securities of the same kind that are bought and sold in a tax period. Taxes on capital gains are paid on an annual base when all capital losses are deducted from capital gains realized in the same tax period.

Capital income from capital gains is exempted from taxation if disposal of securities is made (i) between spouses and first degree relatives and other members of the immediate family, (ii) between divorced spouses, if the disposal is directly related to the divorce, (iii) in relation to inheritance of securities, or (iv) after two years from the date of acquisition of securities.

Inheritance and gifting of securities

Generally, when an individual inherits securities or receive them as a gift, the tax is paid at the rate of 4% of the market value of the inherited or gifted securities. Inheritance and gifting from family in vertical line (i.e. spouses, ancestors, descendants and adopted family members) is exempt from taxation.

Income derived from securities from abroad

The income which a Croatian tax resident receives from abroad is subject to taxation in Croatia. Generally, when an individual receives income directly from the issuer of the security from abroad, they are obliged to report the income and pay taxes accordingly. However, the tax treatment of such income may depend on the existence of a Double Tax Treaty between Croatia and the relevant country. In case there is no Double Tax Treaty, local law provisions are applied. In case when a Croatian Bank is the one actually paying the interest, the taxes are automatically withheld at source.

Tax for business - Corporate income tax

Income from holding and sale of securities

Corporate income tax in Croatia is set to a fixed rate of 18% (or 12% if the revenues in a tax period are lower than HRK 3 million). Croatian corporations (or other taxable person liable to corporate income tax) are taxed on all income, including interest and capital gain, as business income (revenue) at the aforementioned flat rate.

Withholding for foreign investors

When a Croatian entity makes payments of interests from securities or dividends to foreign legal entities, taxes are generally withheld at the rate of 15% for interests and 12% for dividends. As an exception, withholding tax is paid at a rate of 20% for all payments in case payments are made to legal entities having their seat or place of effective management in a country which is listed on the EU list of non-cooperative jurisdictions for tax purposes and with which Croatia does not have a Double Tax Treaty.

Withholding tax is not paid in case interest is related to corporate or governmental bonds held by a foreign investor (non-resident in Croatia) as well in some other specific cases (e.g. interest on loans paid to financial institutions). The foreign investor (non-resident in Croatia) can also potentially benefit from application of Double Tax Treaties and/or the EU Parent Subsidiary and EU Royalty Interest Directives.

CZECH REPUBLIC

The information set out below is of a general nature and relates only to certain principal Czech tax considerations and is neither intended to be, nor should it be regarded as, legal or tax advice. The information is based on the tax laws of the Czech Republic as in effect on the date of this Base Prospectus and their prevailing interpretations available on or before such date. The information does not purport to be complete with respect to all tax information that may be relevant to investors to a decision to acquire the Securities. Prospective purchasers of Securities are advised to consult their professional tax advisor regarding the tax consequences of the purchase, ownership, disposal, redemption or transfer without consideration of Securities.

For the purposes of this information, it has been assumed that the Issuer is neither a resident for tax purposes nor has a permanent establishment in the Czech Republic.

Taxation of Securities in the Czech Republic

Income tax

The following section begins with a description of the tax aspects for persons considered tax resident in the Czech Republic, followed by a description of the tax aspects for persons considered tax non-resident in the Czech Republic.

Persons considered tax resident in the Czech Republic

Tax residents of the Czech Republic are obliged to pay income tax in the Czech Republic on their world-wide income (unlimited tax liability). This applies regardless the source of the income and includes interest from financial claims of any kind (e.g. the securities) and, as a rule, gains on disposal.

Individuals are subject to personal income tax and legal entities to corporate income tax. This section does not discuss the special aspects of the taxation of partnerships.

An individual is deemed to be a tax resident in the Czech Republic if he/she has a permanent home in the Czech Republic or stays in the Czech Republic for more than 183 days in a calendar year either continuously or intermittently (subject to double tax treaty rules). Legal entities are deemed to be tax residents in the Czech Republic if they have a registered seat or place of effective management in the Czech Republic (subject to double tax treaty rules).

(a) Acquiring of Securities

Securing tax

In general, Czech tax residents (or Czech permanent establishments of Czech tax non-residents) acquiring securities are required, under their own responsibility, to withhold and remit to Czech tax authorities 1 % securing tax from the acquisition price when acquiring investment instruments, such as Securities, from a seller who is a tax resident outside the European Union or the European Economic Area. Such obligation can be eliminated under a tax treaty concluded between the Czech Republic and the country of which the seller is a tax resident. Furthermore, it can be waived in advance based on a decision of the Czech tax authority.

(b) Holding of Securities

No yield is paid during the holding period. As no income is paid, no Czech tax arises to individuals. As regards legal entities, tax may arise depending on accounting treatment of the Securities during the holding period.

(c) Disposing of Securities

The income from the sale of the Securities is tax free for an individual if either (i) the sale price (income) does not exceed CZK 100,000 in the tax year or (ii) the individual has held the securities at least three years before the sale. If the individual receives tax free income exceeding CZK 5,000,000, the income is subject to a separate reporting to the tax authority (the tax free income is not declared in the individual's tax return). However, special rules apply in case the Securities are part of an individual's business assets.

Any other capital gains derived from the Securities (e.g. the difference between the Redemption Amount on the Maturity Date and the acquisition price) are subject to income tax in the Czech Republic without any tax exemptions. Expenses relating to acquisition and redemption of the Securities may further decrease the tax base.

Persons considered tax non-resident in the Czech Republic

Persons who are not tax residents in the Czech Republic are obliged to pay income tax in the Czech Republic on their Czech source income (limited tax liability) only. They are liable for tax payments in the Czech Republic on capital gains from Securities only if the income is paid by the Czech tax resident and a particular double tax treaty allows so. However, as special cases may arise, these should be determined on a case by case basis.

GERMANY

The law as currently in effect provides for a flat tax rate (flat tax regime; *Abgeltungsteuer*) for certain investment income and, in particular, interest income. There is an ongoing discussion in Germany whether the reduced tax rate should be increased or abolished so that investment income would be taxed at higher rates. It is still unclear whether, how and when the current discussion may result in any legislative changes.

Taxation of the securities in Germany

Income tax

The following section begins with a description of the tax aspects for persons resident in Germany, followed by a description of the tax aspects for persons not resident in Germany.

Persons resident in Germany

Residents of Germany are required to pay income tax in Germany on their world-wide income (unlimited tax liability). This applies regardless of the source of the income and includes interest from financial claims of any kind (e.g., the securities) and, as a rule, gains on disposal.

Natural persons are subject to income tax and legal entities to corporate income tax. In addition, the solidarity surcharge must be paid and, if applicable, church tax and/or business tax. In case of partnerships, the tax treatment depends on the partners (including any indirect shareholders). This section does not discuss the special aspects of the taxation of partnerships.

A person is deemed to be a resident of Germany if his/her place of residence or habitual abode is located there or, in case of legal entities, its corporate seat or place of management.

(1) Taxation of securities held as part of personal assets

The following applies to persons resident in Germany who hold the Securities as part of their personal assets:

(a) Income

The Securities should qualify as other financial claims within the meaning of § 20 (1) No. 7 of the Income Tax Act ("**ESTG**"). Accordingly, interest payments on the Securities should qualify as investment income within the meaning of § 20 (1) No. 7 EStG.

Gains or losses on disposal of the Securities should qualify as positive or negative investment income within the meaning of § 20 (2) sentence 1 No. 7 EStG. A gain/loss on disposal is equal to the difference between the acquisition cost and the sale proceeds. In addition, only expenses directly and materially related to the sale transaction can be deducted (§ 20 (4) sentence 1 EStG).

For warrants, the disposal gains/losses should be calculated as the value of the amount of cash or other benefit received less the expenses directly related to the sale, e.g. the purchase costs for the warrants.

For transactions not executed in euros, the acquisition costs and the sale proceeds must be converted into euros based on the exchange rate at the times of the respective transactions.

If the Securities are not sold, but rather redeemed, repaid, assigned or deposited in a corporation as hidden contributions, these events are treated as a disposal (§ 20 (2) sentence 2 EStG).

Pursuant to § 20 (6) EStG losses on disposal can only be set off against other investment income. If there is no other investment income, the losses will be carried forward to future taxation periods.

According to the tax decree issued by the German Federal Ministry of Finance dated 18 January 2016 on particular questions as regards the withholding tax, no disposal of other financial claims – except warrants – is deemed to occur if the sale price does not exceed the actual transaction costs. Consequently, losses from such a transaction are not deductible. The same applies in case of an agreement under which the transaction costs are limited by charging them in the form of a deduction from the sale price of the relevant security. Pursuant to a draft decree issued by the Federal Ministry of Finance dated January 2019, the tax authorities intends to change their opinion and the transaction shall be regarded as a sale if the transaction costs exceed the sales proceeds or if the charging of the transaction costs is limited by an agreement. It remains to be seen whether and when the administrative opinion will be changed.

In the same way, a default of other financial claims – except warrants – will not be treated as a disposal (e.g. in case the Issuer becomes insolvent). The same applies to a debt write-down unless there are hidden contributions in a corporation. As a result, losses from a default or debt write-down of other financial claims – except warrants – are not deductible in the opinion of the tax authorities.

However, the German Federal Fiscal Court (BFH VIII R 13/15 of 24 October 2017) decided that a finally suffered bad debt loss in the private wealth sphere is tax deductible. The Federal Fiscal Court did not decide when a bad debt loss is final or whether this also applies in case of a debt waiver. It remains to be seen whether the new ruling of the German Fiscal Court will be acknowledged by the German Federal Ministry of Finance. Parts of the tax administration do not apply the German Fiscal Court decision (cf. Regional Tax Authority North Rhine-Westphalia, Brief Information Letter dated 23 January 2018).

In the view of the Issuer, however, losses from other causes (e.g., due to a decrease in value of an underlying) should be deductible, subject to the above mentioned restrictions on the setting off of losses and subject to the following paragraph. However, investors should note that this opinion of the Issuer cannot be taken as a guarantee that the tax authorities and/or courts will agree.

Moreover, the tax authorities are currently of the opinion that, in case of a barrier certificate with several payment dates before final maturity, the income at those dates represents interest income. This would always be the case unless the Conditions of the Securities contain clear stipulations on repayment or partial repayments during the term of the certificate and the contractual partners proceed accordingly. If no further payments are made on these certificates at final maturity, then an event comparable to a disposal in the meaning of § 20 (2) EStG is not deemed to exist, which means that any remaining purchase costs would not be tax deductible. Similarly, if no payment is due for a certificate at final maturity because the price of the underlying is outside a range specified in the issue conditions, or if the certificate is terminated prematurely with no further capital payments because the underlying is no longer within the range (e.g. for knock-out certificates), a disposal in the meaning of § 20 (2) EStG is not deemed to exist. Here, too, therefore, any remaining purchase costs would not be tax deductible. Although the opinion published by the authorities applies only to such products as knock-out certificates with several pay-out dates, the application of the above principles to other securities cannot be ruled out.

According to the same tax decree dated 18 January 2016, losses resulting from the expiry of options are tax deductible. This also applies if a option expires prematurely by reaching a threshold (knock-out certificates).

If the terms and conditions of the Securities stipulate physical delivery of other debt securities at final maturity instead of cash settlement, the Securities could qualify as convertible bonds, exchangeable bonds or similar instruments. That depends on the detailed terms and conditions of the Securities, e.g., whether the Issuer or the investor can opt for physical settlement. In that case, the physical settlement could be seen as the disposal of the Securities followed by the purchase of the securities received. Depending on the wording of the terms and conditions of the Securities, however, the original purchase costs of the Securities could be treated either as notional disposal proceeds for the Securities

or notional purchase costs for the securities received (§ 20 (4a) (3) EStG), so that ultimately no taxable disposal gains should arise at the time of settlement. However, disposal gains arising from the onward sale of the received securities are always taxable.

(b) Withholding tax

Investment income (e.g., interest and disposal gains) is generally subject to a withholding tax when it is paid out.

If a German branch of a German or foreign financial institution or financial services provider or a German securities trading company or German investment bank (referred to as a "**Disbursing Institution**") keeps the Securities in custody, pays out the investment income, or credits it to the investor's account, the paying institution deducts the withholding tax (for exceptions see below).

The withholding tax is always calculated on the basis of the gross investment income (as described above, i.e., before deduction of withholding tax). However, if the Disbursing Institution does not know the amount of the purchase costs in case of disposal transactions, for example because the Securities were transferred from a foreign securities account, and if the purchase costs are not documented by the taxpayer in the form required by law, the withholding tax is calculated as 30% of the proceeds from the sale or redemption of the securities. When determining the basis for calculation, the Disbursing Institution must deduct any negative investment income not previously taken into account (e.g., disposal losses) and accrued interest from the same calendar year or previous years up to the amount of the positive investment income.

The withholding tax rate is 26.375% (including the solidarity surcharge, plus church tax if applicable).

If the investor is subject to church tax, it is deducted in addition to the withholding tax unless the investor has submitted an objection to the Federal Central Tax Office on the retrieval of data on religious affiliation (restriction entry). In case of a restriction entry, the investor is obliged to report all investment income in its tax return for church tax purposes.

Withholding tax is not deducted if the investor has submitted an exemption declaration to the Disbursing Institution. However, the Disbursing Institution will refrain from withholding the withholding tax only as long as the investor's total investment income does not exceed the amount indicated in the exemption declaration. At present the maximum exemption is EUR 801 (EUR 1,602 in case of jointly assessed spouses and partners). Similarly, no withholding tax is deducted if the investor provides the Disbursing Institution with a tax exemption certificate from the tax office with jurisdiction over his/her place of residence.

The issuer is not obliged to deduct and transfer withholding tax for payments in connection with the securities, unless the issuer is acting as a Disbursing Institution.

(c) Assessment procedure

In general, the tax treatment of investment income takes the form of withholding tax deductions (see above). If withholding tax is deducted and paid to the competent tax office, the deducted amount will generally cover the payable tax (flat tax regime; *Abgeltungsteuer*).

If no withholding tax has been deducted, and this is not the result of an exemption declaration or certain other cases, the investor is obliged to declare the investment income concerned in its tax return. The investment income is then taxed on the basis of an assessment procedure. Even if withholding tax has been deducted, investors subject to church tax who have requested a blocking entry with the Federal Central Tax Office must report their investment income in their tax returns for church tax purposes.

The flat tax rate for investment income (26.375%, including the solidarity surcharge, and plus church tax if applicable) generally applies in the assessment procedure as well. In certain cases the investor may opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor's aggregated tax liability on investment income (e.g., because of an available loss carry forward or a foreign tax credit which has not been recognised in the calculation of withholding tax). If the investor's total income tax liability on all taxable income including the investment income determined by generally applicable graduated income tax rates is lower than 25%, the investor may opt to be taxed at graduated rates with respect to

its investment income (*Günstigerprüfung*). In case of jointly assessed spouses or partners, only a joint application is permitted.

When determining the investment income, the investment income allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for jointly assessed spouses/partners) will be recognised as tax deductible expense. Actual expenses, if any, cannot be deducted. This also applies if the investment income is subject to the individual income tax rate.

In the event of a physical delivery of shares under the Securities, a possible credit of withholding tax paid on dividends could be denied if the statutory minimum holding period of shares are not observed.

(2) *Tax treatment of securities held as business assets*

Interest income and disposal gains made with Securities which are held as business assets are subject to taxation in Germany. If the investor is a legal entity, the investment income is subject to corporate tax at a rate of 15%. If the investor is a natural person, the investment income is subject to an individual income tax at a rate of up to 45%. The solidarity surcharge also applies. This is equal to 5.5% of the corporate or income tax. In addition, trade tax may be payable at the rate set by the municipality in which the business enterprise is located. In case of natural persons, church tax might apply in addition.

If the Final Terms of the Securities stipulate physical delivery of debentures, equities, fund shares or other securities at final maturity instead of cash settlement, such physical delivery would be regarded as the taxable disposal of the Securities and as purchase of the securities delivered. Any disposal gains would be taxable; any disposal losses should be deductible in principle. Expenses which incur in connection with the holding of the Securities should be tax deductible.

The regulations for withholding tax as outlined above for privately held Securities are generally applicable. However, investors which hold the Securities as business assets cannot submit an exemption declaration. Moreover, unlike in case of privately held Securities, no withholding tax is deducted in case of capital gains from the disposal, for example if (a) the investor is a corporation, an association of individuals or an estate or (b) the capital gains represent business income of a domestic business operation and the investor submits a declaration to this effect to the Disbursing Institution using the required official form.

In case of securities held as business assets, the deducted withholding tax is treated as an advance payment of income or corporate income tax and is credited or refunded in the assessment procedure.

Persons not resident in Germany

Persons who are not tax residents in Germany are generally not liable for tax payments in Germany on income from securities.

This does not apply, however, if (i) the securities are part of business assets for which a business operation is maintained in Germany or for which a permanent representative is appointed or if (ii) for other reasons, the income from the securities belongs to domestic income within the meaning of § 49 of the EStG. In both cases, the investor is subject to limited tax liability in Germany for the income from the securities. In general, the information given for persons resident in Germany then applies (see above).

Other taxes

Inheritance and gift tax

In general, inheritance tax applies in Germany in connection with the Securities if either the deceased or the heir is a tax resident or a deemed tax resident in Germany or if the Securities are part of business assets for which a business operation is maintained or a permanent representative is appointed in Germany. Similarly, gift tax applies in Germany if either the donor or the donee is a tax resident or a deemed tax resident of Germany or if the Securities are part of business assets for which a business operation is maintained or a permanent representative is appointed in Germany.

Due to double taxation treaties in effect with regard to inheritance and gift tax, tax regulations may differ. Moreover, special regulations apply to German citizens living abroad who formerly resided in Germany.

Other taxes

No stamp duty, issuance tax, registration tax or similar taxes or levies apply in Germany with regard to the issue, delivery or printing of securities. Currently, no wealth tax is collected in Germany.

HUNGARY***General***

The purpose of the following description is to provide a high-level overview of the relevant Hungarian tax rules based on the laws in force in Hungary as of the date of this Base Prospectus. The present description does not include a comprehensive analysis of all tax implications that might be relevant to an investment decision. Please note that this disclosure does not substitute for the consultation between the prospective investors and their professional advisors since in order to determine the tax implications of a particular transaction several circumstances should be examined and considered in detail.

Residents***Income from "controlled capital market transactions"***

Preferential personal income tax rules may apply to income from "controlled capital market transactions" of private individuals, provided that certain specific conditions meet.

For the purpose of these preferential rules, "controlled capital market transactions" include, among others, certain qualifying transactions concluded with investment service providers, or by the assistance of an investment service provider, in each case for the sale or purchase of financial instruments, goods and foreign currencies at fair market value. Transactions must comply with the respective Hungarian rules and should be carried in the form of activities supervised by the Hungarian National Bank. ("MNB", which is the successor of Hungarian Financial Supervisory Authority PSZÁF).

Preferential rules on "controlled capital market transactions" could also apply where private individuals conclude any of the above OTC transactions with an investment service provider operating in any EEA member state, or any other state with which Hungary has an agreement on the avoidance of double taxation, provided that (a) the transaction is executed within the framework of activities supervised by the competent financial supervisory authorities of that state, and (b) if the given state is not an EEA member state, there are facilities in place to ensure the exchange of information between the competent authorities and MNB, and (c) the private individual has a certificate made out by the investment service provider to his name, containing all data and information for each transaction concluded during the tax year for the assessment of his tax liability.

Income from "controlled capital market transactions" shall be calculated as the difference between the total profit and the total loss realized on transactions during the tax year. In 2019 a 15% personal income tax rate would apply to that income.

Due to the preferential tax treatment of "controlled capital market transactions", the private individual could be entitled to tax compensation with respect to losses realized from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year. Tax "calculated" for such losses could reduce the taxes calculated on gains realized by the private individual from controlled capital market transactions during the tax year and/or during the year preceding the current tax year, and/or in the two years preceding the current tax year.

As a general rule, interest income could not qualify for the application of the preferential rules as described above.

The profit realized on controlled capital market transactions and the tax payable on such income should be declared on the basis of self-assessment executed by the private individual and supported by an appropriate certificate of execution issued by the investment service provider. Also, the private individual would need to keep specific records on any income from controlled capital market transactions. The private individual should pay the related personal income tax by the deadline prescribed for filing the tax return for the respective period.

Income from "qualified long-term investments"

Preferential personal income tax rules may apply to income from 'qualified long-term investments' of private individuals, provided that certain specific conditions fulfil.

Income derived from "qualified long-term investments" shall mean the profit the private individual realizes under a long-term investment contract concluded with an investment service provider or a credit institution. Under the long-term investment contract the private individual places an amount of at least HUF 25,000 (approx. EUR 78) on his account for a minimum period of three (and further two) years, and the parties agree on applying the preferential taxation rules laid down by the Hungarian Personal Income Tax Act. If all the conditions prescribed by law meet and the "qualified long-term investment" is held for less than three years, for the 2019 tax year a 15% rate may apply, while if the investment lasts at least three years, a preferential 10% rate is applicable; income from "qualified long-term investments" would be subject to a 0% rate, if the investment is held for at least five years.

Private individuals also have the possibility to transfer the whole amount of the terminated long term investments to another financial institute. This is called by the law "deposit transfer".

Under certain conditions, the above beneficiary tax rules may also extend to foreign qualified long-term investments, where the investment service provider or the credit institution is not subject to Hungarian data disclosure requirements.

Please note that profits and losses derived in the framework of a "qualified long-term investment" could not qualify for the calculation of the income derived from "controlled capital market transactions" as described above.

Interest

Resident individuals are taxed on their worldwide income, including interest income.

It may occur that the source country of the interest income, if other than Hungary, imposes a withholding tax on the same income. In order to eliminate double taxation, the Hungarian domestic legislation grants personal income tax credit for the taxes paid abroad. The maximum amount of the tax credit would be subject to certain limitations. If there is a double taxation treaty in force between the two countries concerned, the relevant double taxation treaty rules will apply in order to eliminate double taxation. In the lack of a double taxation treaty, the Hungarian domestic legislation could grant a tax credit for the income taxes paid abroad.

Interest income of a Hungarian resident private individual will be subject to Hungarian personal income tax. No social contribution tax should apply to interest income of a Hungarian private individual.

The Hungarian Personal Income Tax Act applies a broad definition of interest income; in connection with publicly offered and traded debt securities and collective investments in transferable securities, interest shall mean the following:

- a) the income paid to the private individual under the title of interest and/or yield, if the securities are held at a specific time prescribed as a precondition for entitlement to interest and/or yield,
- b) in certain cases, the capital gains achieved when securities are called, redeemed, or transferred. Gains from the transfer of collective investments in transferable securities in certain qualified exchange markets or in a market of an EU, EEA or OECD State will not qualify as interest income, but will be considered as income from capital gains for Hungarian tax law purposes.

Interest income would be subject to personal income tax at a rate of 15% in 2019. In the event that the interest income is paid in the form of valuable assets (e.g. securities) and the Hungarian paying agent

cannot withhold the relevant tax, the taxable base would be assessed in the amount of the fair market value of the valuable asset received multiplied by 1.18.

In the event that the interest income is received from a Hungarian paying agent, the paying agent should withhold the personal income tax. In the event that the interest income is not received from a Hungarian paying agent, the tax should be assessed, declared and paid to the tax authority by the private individual himself within the frame of his regular annual tax return.

If the interest income is received from a country other than Hungary, the rules of the relevant double taxation treaty will also apply. In the absence of a double taxation treaty, the Hungarian tax burden may be reduced by the tax paid abroad. However, the maximum amount of the credit will be subject to certain limitations and at least 5% of the taxable base shall be payable in Hungary.

Payments distributed by or on behalf of a legal person or other organization having its seat in a low tax jurisdiction are subject to personal income tax at a 15% rate and the recipient should also pay social contribution tax at a rate of 19.5%.

Capital gains

As a general rule, capital gains achieved when debt securities are redeemed or transferred are usually treated as income from controlled capital market transactions or interest income for personal income tax purposes unless certain conditions are met (please see the information regarding the taxation of income from controlled capital market transactions and interest income).

Notwithstanding the above, capital gains derived from the sale of the Securities by a resident private individual are categorized as income from capital and are subject to personal income tax at 15% and to social contribution tax at 19.5% (the latter would be capped at HUF 697,320 [approximately EUR 2,172] in 2019). The tax should be withheld by the paying agent if the provider of the capital gain is a Hungarian paying agent; in any other case the tax shall be assessed and paid by the private individual himself within the frame of his regular annual tax return. If the income from capital gains is received from abroad, the rules of the relevant double taxation treaty would overrule the domestic rules. In the absence of a double taxation treaty, if certain conditions fulfil, the Hungarian tax to be borne could be reduced by the tax paid abroad. In any case, the Hungarian tax shall be at least 5% of the taxable base and other limitations may also apply.

Capital gains realised on the purchase and sale of securities issued by a legal person or other organization having its seat in a low tax jurisdiction are subject to personal income tax at a 15% rate and the recipient should also pay social contribution tax at a rate of 19.5%.

As a general requirement, private individuals shall keep detailed records of all securities in their possession. Also, purchase, subscription, sale or similar rights in securities must be recorded. Records shall be supported by appropriate certificates issued by the investment service providers (if applicable). The certificates should contain all data and information necessary for determining the taxable income and fulfilling tax obligations, and the list of the data to be included in the records is prescribed by statutory law.

Corporations

Interest

Interest income of a Hungarian resident entity shall be included in the ordinary corporate income tax base and as a consequence would be subject to Hungarian corporate income tax at 9% in 2019.

If any interest income is also subject to tax abroad, the rules of the relevant double taxation treaty will apply. In the absence of a double taxation treaty the domestic Hungarian rules will provide for a credit opportunity, as a result of which the tax paid abroad could be credited against the Hungarian corporation tax. However, the maximum amount of the foreign tax to be credited is subject to certain limitations.

Capital gains

Income from capital gains of a Hungarian resident corporation is included in the ordinary corporate income tax base and as a consequence will be subject to corporate income tax at a 9% rate in 2019.

If any income from capital gains is also subject to tax abroad, the rules of the relevant double taxation treaty will apply. In the absence of a double taxation treaty the tax paid abroad can be credited against the Hungarian corporate income tax under the Hungarian domestic rules. However, the maximum amount of the foreign tax to be credited is subject to certain limitations.

Non-Residents***Private individuals******Interest***

Interest income of a non-resident private individual generally is not subject to Hungarian personal income tax. Please note, however, that in case the interest is payable via a Hungarian place of business (permanent establishment), branch or commercial representation of the obligor, or if the interest payable is in fact tied to the non-resident private individual's Hungarian place of business, the interest income should be regarded as Hungarian source income and, thus, should be taxed in Hungary. In such a case the Hungarian source income would be taxed at 15% as a general rule. This tax rate is usually overruled and limited by double taxation treaties (if applicable). If a Hungarian paying agent provides the interest payment to the private individual, the paying agent should withhold the tax, otherwise the private individual himself should assess, declare and pay the relevant Hungarian tax.

Capital gains

Capital gains from the disposal of securities realized by non-resident private individuals should not be subject to Hungarian personal income tax. In the unlikely event that a Hungarian double taxation treaty allocates the taxation rights to Hungary instead of the recipient's residence state, Hungarian withholding tax may apply.

Corporations***Interest***

Interest income of a non-resident entity should be taxable in Hungary if it relates to the entity's Hungarian business activity carried on by its Hungarian permanent establishment. The applicable corporate income tax rate is 9% in 2019. Double taxation treaties may limit or eliminate this tax burden.

Capital gains

Capital gains income from the disposal of securities of a non-resident entity should be taxable in Hungary only if they relate to the entity's Hungarian business activity carried out by its Hungarian permanent establishment. The applicable corporate income tax rate is 9% in 2019.

Hungarian double taxation treaties might override the domestic rules and allocate the taxation right to the residence state. In absence of an applicable double taxation treaty, the Hungarian domestic rules allow the corporation to credit against the Hungarian corporate income tax a determined part of the corporate income tax paid (payable) abroad in relation to the capital gains income.

Inheritance and gift tax

The acquisition of the Securities as part of a Hungarian inheritance would incur Hungarian inheritance tax, regardless of the successor's tax residency. In case of a non-Hungarian inheritance, inheritance tax could only arise if the successor (private individual or corporation) is tax resident in Hungary. Even in such case, no inheritance tax should be paid if the successor certifies that inheritance tax was due in the country of inheritance.

The generally applicable inheritance tax rate is 18%. Inheritance between relatives of lineal kinship would be exempt. Further exemptions may also apply.

The donation of the Securities would be subject to gift tax if the donation takes place in Hungary, regardless of the residency of the parties. The generally applicable gift tax rate is 18% in 2019. No gift tax is due on donations between relatives of lineal kinship. If the value of the transferred assets does not exceed HUF 150,000 (approx. EUR 467) and the parties do not conclude a written agreement regarding the donation, no gift tax has to be paid. Further exemptions may also apply.

The base of the inheritance and gift tax is the net values of inheritance and gift received. The net value of the inheritance or the gift is the fair market value of the acquired asset, less deductions.

Further tax considerations

The Hungarian financial transaction tax is levied on financial service providers, financial institutions and intermediary service providers seated in Hungary or having a Hungarian branch. Even if the Hungarian financial transaction tax would not be imposed on Note-Holders directly, the tax may have an impact on bank charges.

LUXEMBOURG

This section provides a general description of withholding tax procedures in Luxembourg in connection with the securities. This description is not to be regarded as a comprehensive analysis of all tax considerations in connection with the securities in Luxembourg or elsewhere. Prospective buyers of the securities should consult their own tax advisors with regard to the countries whose tax laws may be relevant to buying, holding and selling the securities and receiving interest, capital and/or other amounts in connection with them and on the impact of these actions under Luxembourg tax law. This summary is based on the laws in effect at the date of this prospectus. The information in this section is limited to issues pertaining to withholding tax; prospective investors should not apply the information provided below to other areas, for example questions of the legality of transactions in securities.

Withholding tax and self-assessment

Under current Luxembourg laws, all interest, premium, capital and any other proceeds payments made by the Issuer in connection with holding, selling, redeeming or repurchasing the Securities can be made without deducting or withholding any amounts for or on account of taxes of any kind imposed, charged, retained or assessed by Luxembourg or a Luxembourg municipality, or a tax authority of Luxembourg or the municipality, with the possible exception of taxes due under FATCA.

Investors not resident in Luxembourg

Pursuant to the Luxembourg law of 25 November 2014, which entered into force on 1 January 2015, the withholding tax system introduced by the Luxembourg law of 21 June 2005 for the implementation of the EU Savings Directive (the "**Implementation Laws**") and several treaties with certain dependent or associated territories (the "**Territories**") has been abolished. The Luxembourg law of 21 June 2005 in itself was only abolished on 1 January 2016 by the Luxembourg law of 23 July 2016. Thus, Luxembourg no longer applies the previous system of withholding tax, and instead engages in the automatic exchange of information under provisions of the expanded EU Administrative Cooperation Directive

In this context, Luxembourg paying agents (within the meaning of the Law of 23 July 2016) are required to report to the competent Luxembourg authorities all interest income and comparable income credited or disbursed to (or in the interests of) private individuals or so-called established entities resident or established in another member state of the European Union or the Territories as of 1 January 2015. The above-mentioned responsible Luxembourg authority will forward the information thus received on interest income or comparable income to the competent authorities of the state of residence of the natural person or the state in which the entity is established or exists. The definition of comparable income within the meaning of the Law of 23 July 2016 includes interest arising or realised in connection with the disposal, reimbursement or redemption of claims.

Investors resident in Luxembourg

Under the Luxembourg law of 23 December 2005 as amended (the "**Law of 23 December 2005**"), a withholding tax of 20 % applies for interest income (i.e. interest income within the meaning of the Implementation Laws, with certain exceptions) and similar income paid out by Luxembourg paying agents (within the meaning of the law of 23 July 2016) to natural persons resident in Luxembourg who are the economic beneficiaries of the payments. The same applies to interest and similar income collected by them in the direct interests of such persons. The party owing the withholding tax is the Luxembourg paying agent.

Moreover, under the Law of 23 December 2005, natural persons resident in Luxembourg may opt for self-assessment for their private asset management and pay a 20 % levy if they are the economic beneficiaries of interest payments paid by a paying agent located in another member state of the European Economic Area or a state or territory that has entered into a treaty referring directly to the EU Savings Directive (such as the Territories). The decision to pay the 20 % levy must apply to all interest payments made by paying agents to the economic beneficiary resident in Luxembourg during the entire calendar year.

The above-mentioned 20 % withholding tax and the 20 % levy applies as fully paid if the natural persons resident in Luxembourg are engaged in the management of their personal assets.

POLAND

General Information

The following is a discussion of certain Polish tax considerations relevant to an investor residing in Poland or which is otherwise subject to Polish taxation. This statement should not be considered as any form of tax advice and has been prepared for informative purposes only, and the reader of this Base Prospectus cannot rely on the below information as a complete source of all tax consequences that may result from the investment decision. Tax advisory is a restricted activity under the Polish law and issuer of this Base Prospectus is not an entity authorised to render tax advice. The information below is based on Polish tax laws and, as its interpretation refers to the position as of the date of this Base Prospectus, it may be subject to change, including a change with retroactive effect. Any change may negatively affect the tax treatment described below. This description does not purport to be complete with respect to all tax information that may be relevant to investors due to their individual circumstances. Prospective purchasers of Securities are advised to consult their professional tax advisor regarding the tax consequences of the purchase, ownership, disposal, redemption or transfer without consideration of Securities. The reference to "interest", as well as to any other terms in the paragraphs below, means "interest" or any other term, respectively, as understood in Polish tax law and relevant double tax treaties.

Taxation of the securities in Poland

Income tax

This section provides a general description of taxation of the securities in Poland both for residents and non-residents.

General

According to the Act on Personal Income Tax of 26 July 1991 (consolidated text in Journal of Laws of 2018 item 1509, the "**Polish PIT**") natural persons are subject to tax liability in the Republic of Poland relating to all their income (revenues) regardless of the location of the source of such revenues (unlimited tax liability) if they have their place of residence in the Republic of Poland (Polish tax residents). A person whose place of residence is in the Republic of Poland is a natural person who: (i) has his/her center of personal or economic interests (center of life interests) in the Republic of Poland; or (ii) stays in the Republic of Poland more than 183 days in a tax year (article 3 section 1 and 1a of the Polish PIT).

These principles apply without prejudice to double taxation treaties signed by Poland (article 4a of the Polish PIT). In particular, these double tax treaties may define the "place of residence" in a different manner or further clarify the notion of the "center of life interests". Individuals whose place of residence is not located in Poland are subject to tax liability only with respect to the income (revenues) generated within the territory of Poland (limited tax liability) (article 3 section 2a of the Polish PIT). Income (revenues) gained within the territory of Poland shall include, in particular, income (revenues) from: (i) work performed in the territory of Poland based on a service relationship, (ii) employment relationship, (iii) outwork system and co-operative employment relationship; irrespective of the place where remuneration is paid, (iv) activity performed in person in the territory of Poland irrespective of the place where remuneration is paid, (v) economic activity pursued in Poland, including through a

foreign establishment located in Poland, (vi) immovable property located in Poland or rights to such property, including from its disposal in whole or in part, or from disposal of any rights to such property, (vii) securities and derivatives other than securities, admitted to public trading in Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them, (viii) the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or units in an investment fund or a collective investment undertaking, in which at least 50% of the value of assets is constituted, directly or indirectly, by immovable properties located in Poland, or rights to such immovable properties, (ix) the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organizational units without legal personality, having their place of residence, registered office, or management board in Poland, irrespectively of the place of conclusion of the agreement and place of performance.

Under the Act on Corporate Income Tax of 15 February 1992 (consolidated text in Journal of Laws of 2018, item 1036, the "**Polish CIT**") taxpayers subject to corporate income tax in the Republic of Poland (the "**Polish Corporate Taxpayers**") are legal persons, companies under organization and entities with no legal personality (other than companies and partnerships that are not afforded legal personality such as civil, general, limited partnerships and professional partnerships, which are deemed transparent for income tax purposes in Poland), as well as partnerships having their seats or places of management in other states if they are treated as legal persons under tax law provisions of a given state and they are liable to tax on the total amount of their incomes, irrespectively of the place where they are earned. Effective from 1 January 2014, limited joint-stock partnerships are no longer transparent for income tax purposes in Poland and are Polish Corporate Taxpayers (article 1 section 1, 2 and 3 of the Polish CIT). The corporate income tax rate in Poland is 19%. As of 1 January 2019 a lower 9% corporate income tax rate applies to companies in which yearly revenues do not exceed EUR 1,200,000, as well as to new companies in the first year of their operations, irrespectively of the revenues.

Polish Corporate Taxpayers which have their registered office or place of management in the Republic of Poland (Polish tax residents) are subject to tax liability with respect to all their income, wherever generated (unlimited tax liability). Polish Corporate Taxpayers who have neither their seat nor their place of management in Poland are subject to tax liability in Poland only with respect to income (revenues) earned within the territory of Poland (limited tax liability) (article 3 section 1 and 2 of the Polish CIT). Income (revenues) gained in the Republic of Poland by non-resident tax entities must include, in particular, income (revenues) from: (i) all types of activity pursued in the Republic of Poland through a foreign permanent establishment located in the Republic of Poland, (ii) immovable property located in Poland or rights to such property, including from its disposal in whole or in part, or from disposal of any rights to such property, (iii) securities and derivatives other than securities, admitted to public trading in the Republic of Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them, (iv) the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or units in an investment fund or a collective investment undertaking, or income (revenue) resulting from receivables resulting from the holding of the shares to this company, rights and obligations in a partnership or units – if at least 50% of the value of assets of such company, partnership, investment fund or a collective investment undertaking is constituted, directly or indirectly, by immovable properties located in Poland, or rights to such immovable properties, (v) the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organizational units without legal personality, having their place of residence, registered office, or management board in Poland, irrespectively of the place of conclusion of the agreement and place of performance.

All references to "**residence**" for the purposes of this section are to residence for the purposes of Polish tax law and applicable double taxation treaties.

Securities

Currently, interest paid on securities and discounts in their full amount are considered taxable income. The term "interest" means income from debt claims of any kind.

Securities linked to base instruments such as shares, indexes, commodities, futures, funds and combinations thereof may be treated as financial derivatives for Polish tax purposes. The taxation of financial derivatives is a highly unregulated area, and as such, subject to varying interpretations. Under article 16 (1) (8b) of the Polish CIT and article 23 (1) (38a) of the Polish PIT, any expenses incurred in relation to the acquisition of financial derivatives may be tax deductible at the moment of realization of the derivatives, withdrawal from the derivatives or their disposal for consideration, unless the expenses are capitalized to the value of fixed assets/intangibles.

Residents

Private property

Interest on Securities paid to a Polish tax resident and discount is generally subject to a withholding tax when it is paid out.

Interest on Securities and the discount are subject to income tax in Poland upon receipt (or equivalent to receipt such as offset, compoundment, etc.). The income tax rate amounts to 19% of the gross amount. However, relevant double tax treaty provisions should apply in order to establish whether a lower tax rate should apply due to double tax treaty regulations.

Under Article 41.4 of the PIT Act, an interest payer (other than an individual not acting within the scope of his/her business activity), should withhold the 19% Polish tax on any interest payment. In practice, the obligation to withhold tax applies only to Polish interest payers and not to foreign payers (however this should be a subject of separate individual analysis as there are particular cases when such foreign payer would be obliged to act as a tax remitter). Under Article 41.4d of the PIT Act, tax on interest or a discount on Securities is withheld by entities keeping securities accounts for taxpayers, in their capacity as tax remitters, if the income (revenue) is earned in the territory of Poland and is associated with the Securities registered in these accounts, and, furthermore, if relevant payments are made to the taxpayers through those entities. However, given that interest on Securities may be classified as not earned in Poland and the term "person making the interest payment" is not precisely defined in the law, in certain cases under some tax rulings issued by the Polish tax authorities Polish banks or Polish brokerage houses maintaining securities accounts may refuse to withhold tax based on the fact that they are acting only as an intermediary and therefore should not be obliged under Polish law to remit due tax. According to Article 45.3b of the PIT Act, if the tax is not withheld, the individual is obliged to settle the tax himself/herself by 30 April of the following year.

Capital gains (i.e. the difference between the sale price and the acquisition cost of Securities) derived from the sale of Securities by a Polish tax resident prior to their maturity, if performed outside the scope of an individual's business activity, are subject to Polish income tax at the rate of 19%. Income-related costs can be deducted. Capital gains will accrue at the moment of the sale with the income tax being specified in the annual tax return. The annual tax return shall be filed for the previous year by 30 April of the following year.

Amounts denominated in a foreign currency should be converted into Polish currency pursuant to article 11a of the Polish Personal Income Tax Law.

Under article 17 (1) (10) of the Polish PIT, income from financial derivatives (realization) is classified as income from money capitals and taxed at a flat tax rate of 19%. Tax is declared in the same manner as in the case of income from the sale of Securities, however, such income will accrue at the date of realization.

Income from convertible securities should generally follow the tax treatment of derivatives, however, this issue is controversial. There are some opinions claiming deferral of taxation until the ultimate disposal of the converted equity.

Business activity

Generally, if Securities are attributable to the Polish business activity of a Polish tax resident then they will be subject to taxation only in Poland. However, the provisions of the relevant double taxation treaty should apply.

If an individual holds Securities as a Polish business asset, in principle, interest should not be subject to withholding tax but taxed in the same way as other business income. The tax, at the 19% flat rate, or the 18% to 32% progressive tax rate, depends on the choice of the taxpayer and whether certain conditions are met by an individual. This should be settled by the individual himself/herself.

Profits from the sale of Securities performed as a business activity prior to their final maturity shall be subject to income tax as of the date of such sale. In case of capital gains resulting from the sale of Securities as a business activity, the acquisition costs of the Securities constitute tax deductible costs as of the date of the sale. Income from financial derivatives generated as a result of a business activity may generally be taxed at the moment of realization or disposal. Capital gains realized shall be included in the current corporate or individual income tax calculation, as well as in the annual corporate income tax or annual personal income tax returns. The corporate income tax rate is 9% or 19%, while the income tax rate for individuals conducting business activity can be (depending on the choice of the entrepreneur) a 19% flat rate or can range as a progressive tax scale between 18% and 32%. It should be noted that in some cases Polish tax authorities categorized income related to realization or sale of Securities as capital gains of an individual (art. 17 of PIT Act) and not as income related to business activity. In such case gains/losses realized in connection with the realization of sale of Securities should be declared separately from the gains/losses realized in connection with regular business activity.

Loss incurred as a result of a sale (realization) of Securities may be offset against the current year profits resulting from the same source of income. As of 1 January 2018, two sources of income are indicated in the Polish CIT. One is the income from general business activity, and the other is income from capital gains. Losses from certain sources of income may be offset only with income from the same source of income. Therefore, as generally loss from sale (realization) of Securities should be considered as a loss from capital gains, such loss may be offset only with profits from capital gains. The remaining amount of loss may be used to reduce profits resulting from the same source of income in the next five years, provided that the amount of such reduction during any of the five years does not exceed 50% of the loss. Should Securities be issued in a currency other than PLN all income and costs will be converted for tax purposes into PLN pursuant to article 12 (2) and article 15 (1) of the Polish CIT, or article 11a of the Polish PIT. If the exchange rates differ between the date of the sale and the date of the purchase price receipt, the difference shall be calculated pursuant to article 15a of the Polish CIT or article 24c of the Polish PIT.

It should be noted that in some cases Polish tax authorities categorize income related to realization or sale of financial instruments as capital gains of an individual (article 17 of the Polish PIT) and not as income related to the business activity of an individual. In such cases, gains/losses realized in connection with the realization or sale of financial instruments should be declared separately from the gains/losses realized in connection with the business activity of an individual.

Civil Law Transaction Tax

Pursuant to article 9 item 9 of the Polish Civil Law Transaction Tax Act the sale of Securities to agencies maintaining Securities accounts, as well as the sale of securities by means of agencies maintaining Securities accounts, is exempt from Civil Law Transaction Tax. Furthermore, the sale of Securities is not taxable if the transaction is subject to value added tax. The sale of Securities (i) without the participation of agencies maintaining Securities accounts and (ii) in the case of non-taxability with VAT is subject to Civil Law Transaction Tax at the rate of 1%. The basis for the assessment shall be the current fair market value of the Securities being sold. Only the purchaser is liable to pay Civil Law Transaction Tax on the transfer of Securities, and the transaction is taxable when (i) the Securities are executed in Poland or (ii) Securities are executed abroad but the purchaser is a resident in Poland and the transaction is carried out in Poland. Tax shall become due and payable within 14 days after conclusion of the sale agreement.

Inheritance and gift tax

Individuals who have their habitual residence in Poland or Polish citizenship are subject to Polish inheritance and gift tax. In the case of an acquisition of Securities, the rate of such tax depends upon the value of the Securities transferred and upon the relationship between the deceased/the donor on the one hand and the heir/the donee on the other hand. Certain exemptions and thresholds exist, for

example, with regard to transfers between relatives provided that certain conditions are met (for example, sending appropriate notice on the transaction to the tax authority). The taxpayer is the heir/the donee. The tax rate can be up to 20%.

Non-residents

Non-Polish source income generated by non-residents is not taxable in Poland. Payments of interest on Securities and the discount in accordance with their terms and conditions to a non-resident individual or corporation having no other connection to Poland are not subject to Polish taxation of income. Capital gains from the sale of Securities by Polish non-residents domiciled in countries which have concluded a double taxation treaty with Poland are taxed, in general, exclusively abroad in the state of residence of the seller. The same applies to the tax treatment of income from the realization of financial derivatives.

Income derived from Securities or derivatives being traded on the Polish stock exchange is deemed sourced in Poland, hence, Polish non-residents may be liable to pay tax in Poland with respect to such income.

In the event that a Polish non-resident maintains a permanent establishment in Poland subject to income tax in Poland, to which permanent establishment Securities are attributed, the tax treatment of income derived from such Securities shall be governed by Polish taxation law (see above).

THE SLOVAK REPUBLIC

The information set out below is a description of certain material Slovak tax consequences of the acquisition, holding, sale, assignment and redemption of the Securities and it does not purport to be a complete analysis of all Slovak tax considerations relating to the Securities that may be relevant to a decision to purchase the Securities. This overview does not take into account or discuss the tax laws of any country other than the Slovak Republic nor does it take into account the individual circumstances, financial situation or investment objectives of an investor in the Securities.

This overview is based on the tax laws of the Slovak Republic as in effect on the date of this Base Prospectus and their prevailing interpretations available on or before such date. All of the foregoing is subject to change, which could apply retroactively and could affect the continued validity of this overview. With regard to certain types of securities neither official statements of the tax authorities nor court decisions exist and it is not clear how these securities will be treated.

As this is a general overview, holders of the Securities should consult their own tax advisors as to the consequences under the tax laws of the country in which they are resident for tax purposes and the tax laws of the Slovak Republic concerning the acquisition, holding, sale, assignment and redemption of the Securities and receiving payments of interest, principal and/or other payments under the Securities, including, in particular, the application to their own situation of the tax considerations discussed below as well as the application of state, local, foreign or other tax laws.

Individuals and legal entities who are tax residents in the Slovak Republic are subject to income taxation (personal income tax or corporate income tax) on their worldwide income, regardless of its source, including interests and other income from holding of the Securities, redemption of Securities and capital gains from the sale of the Securities. "Income" shall mean income both in cash and in kind (even if obtained through an exchange), which has been attributed to the value, which is usual in the place and the time of performance or consumption, taking into account its type and quality, and, where appropriate, its condition and grade of depreciation, unless otherwise provided by applicable legislation.

According to the Slovak Act on Securities and Investment Services (No. 566/2001 Coll.) a security is defined widely and shall mean any instrument or record which is assessable in monetary terms, created in a form stipulated by law, carrying rights as defined in that Act and in separate laws, in particular the right to demand certain assets or exercise certain rights against persons specified by law. The

information below is based on the assumption that the Securities fulfil all conditions for the treatment as securities under the Slovak law.

From the tax perspective the Slovak Income Tax Act (No. 595/2003 Coll., hereinafter only "Slovak ITA") does not specify or provide any special rules for taxation of the different kinds of Securities (i.e. specific rules for Securities where the revenues from the Securities are calculated using different methods).

Different rules apply to interest and to capital gains according to the Slovak ITA.

Slovak resident – Individuals

Individuals, who are residents in Slovakia, are subject to unlimited income tax liability on their worldwide income (i.e. income from domestic and foreign sources). According to the Slovak ITA an individual is resident in Slovakia if he has his domicile (a registered permanent stay), residence or habitual place of abode (is physically present for more than 183 days in a calendar year) in Slovakia. Residence shall mean (in the context of the double-taxation treaties) the possibility of accommodation, which is permanently available to physical person, other than occasional accommodation for the purposes of business travels, tourism, recreation, etc., while an intention of physical person to permanently reside in the state with respect to his/her personal and economic ties is obvious.

Interest income from the Securities

In case the income from interest of securities originates from sources abroad to an individual person, it shall be included in the special tax base of capital assets. The tax rate for individuals will be at the level of 19% of the special tax base.

In the case the recipient of the interest payment from foreign's sources is a Slovak resident, the relevant provision of Double Tax Treaty between the foreign country and the Slovak Republic is applicable. Under this Double Tax Treaty, interest income received by a Slovak tax resident from the foreign country may be taxable in the Slovak Republic.

If the securities were issued by a Slovak branch of the foreign bank, the income would be considered Slovak source, even if the securities would have a foreign ISIN. In practice, it means that the withholding tax of 19% will be applied.

In case the securities are issued directly by the foreign bank, the income would be considered also as a Slovak source if the revenues from these securities are attributed to the Slovak branch of the foreign bank (issuer). The tax consideration is the same as in case of issuance of securities by a Slovak branch of the foreign bank.

Capital gains - Income from the sale of the Securities

Taxable income from sale of the Securities derived by individuals is taxed at a tax rate of 19% for that part of the annual tax base up to the amount of 176.8 times subsistence income and 25% for that part of the annual tax base which exceeds this amount. It means the Slovak tax rate for the income is divided to two parts. The income not exceeding the amount 36 256,37 EUR (valid for year 2019) is taxed by 19% tax rate, the amount exceeding the cap for 19% is taxed by higher 25% tax rate.

The tax base shall be equal to the taxable income less any expenses, which may be documented as having been incurred in order to generate the income. Expenses that can be deducted are the purchase price proven to be paid for the Securities, or when there is no purchase then the price for the Securities determined at the time when the Securities were acquired, and the expenses related to the acquisition or purchase of the Securities.

The capital gain from the sale of the Securities will be exempt from Slovak personal income tax if the aggregate of the tax base related to the other income category (i.e. debentures, shares, bills of exchange etc.) does not exceed, in the tax period, the amount of EUR 500. To the same limit for

exemption is included also rental income, income from the transfer of options, income from the transfer of interests in a company etc. If the above mentioned limit is exceeded, the sale of such securities after deduction of related expenses is exempt from tax up to the amount of EUR 500.

Further, the income from the sale of securities accepted for the trading on a regulated marked or a similar foreign regulated market shall be exempt from tax in its whole amount, if the period between its acquisition and its sale exceeds one year. Such income from the sale of securities is not exempt from tax if the securities were included into business assets of the taxpayer.

From the tax shall be exempt income from the sale of securities, options and income from the derivative transactions derived from long-term investment savings (investment of funds into portfolios administered through financial institutions and specifically regulated) after fulfilment of conditions set (determined) in the special act including income paid after 15 years from the beginning of long-term investment savings. Such income from the sale is not exempt from tax if such securities, options and income from the derivative transactions were included into business assets of the taxpayer.

Taxable income from the Securities derived by individuals may be subject to obligatory health insurance contributions due in the Slovak Republic. It should be noted that the above information on tax rate and exemption(s) applies for the tax period of the year 2019 and may be changed in the following tax periods.

Interests and other income from holding of the Securities and income received upon redemption of Securities representing income sourced outside the Slovak Republic received by the individuals who are tax residents in the Slovak Republic are taxable, the tax base could generally be reduced by mandatory health and social security insurance contributions payable from this income. Capital gain from the sale of the Securities derived by individuals who are tax residents in the Slovak Republic is taxable, the acquisition price of the Securities and related expenses including mandatory health and social security insurance contributions payable from this income are tax deductible. In general, any loss from sale of the Securities is not recognised for tax purposes.

Under specific conditions stated below the loss incurred is entirely accepted as a tax deductible expense:

- 1) Bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond.
- 2) For taxable parties which are engaged in the trading with securities pursuant to special legislation, and which may deduct the expense of acquisition of securities up to the amount posted as their cost.

Slovak resident – Legal entities

Corporations having their registered office and/or their place of effective management (the place, in which management and business decisions are taken by statutory and supervisory bodies of the legal entity) in the territory of the Slovak Republic are subject to corporate income tax in Slovakia on their world-wide income (i.e. income from domestic and foreign sources).

Both interest income and capital gains from securities received by a Slovak resident legal entities are treated as ordinary business income.

Taxable income from the Securities derived by legal entities is taxed at a tax rate of 21% in the tax period of the year 2019. Legal entities who are tax residents in the Slovak Republic which hold the Securities as their business assets pay corporate income tax from interest and other income from holding of the Securities and capital gain from the sale / redemption of the Securities sourced outside the Slovak Republic within their general tax base (determined in accordance with the accounting regulations). Loss from the sale of the Securities may not be recognised for tax purposes provided the taxpayer reported an overall loss from the sale of all securities sold in the respective tax period (exceptions apply). Under specific conditions stated below the loss incurred is entirely accepted as a tax deductible expense:

- 1) Bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond.
- 2) For taxable parties which are engaged in the trading with securities pursuant to special legislation, and which may deduct the expense of acquisition of securities up to the amount posted as their cost.

Income received by pension funds from the Securities is generally not subject to Slovak corporate income tax paid by the pension funds.

If the income arising from the Securities is paid by a foreign entity, the foreign entity could make withholdings pursuant to the laws of other jurisdictions. According to the provisions of the Double Tax Treaties concluded between the Slovak Republic and the foreign country no withholding tax should be applied on the interest income and income from redemption of the Securities sourced from the foreign country with respect to the Securities. The owner of the income may be asked to prove that he is entitled to benefit from the provisions of the respective Double Tax Treaty. In case of legal entities who are tax residents in the Slovak Republic and were not established for business activities (such as foundations), such entities may request benefit from Double Tax Treaty directly from the tax office in case of interests and other income from holding of the Securities or from selling the Securities. Income from the Securities may potentially be qualified as having its source in the Slovak Republic if the Securities are kept in a securities account maintained by a financial agent who distributes the Securities on behalf of Issuer. In such case, the financial agent could be potentially qualified as the payer of withholding tax in the Slovak Republic at the withholding tax rate of 19%.

Slovak non-residents

Non-residents (both individuals and corporations) are subject to income tax only on income from certain Slovak sources. Income derived by a permanent establishment located in Slovakia is deemed to be Slovak source income. In case of non-residents Slovak's right to tax may be restricted (income may be exempt from taxation or the tax liability may be reduced) by a relevant double taxation treaty.

Interest income from the Securities

The tax treatment of interest income is the same for individuals and for corporations as well. The interest income paid by a Slovak non-resident (having no permanent establishment in Slovakia) to another Slovak non-resident is not sourced in Slovakia (not subject to taxation in Slovakia).

However, interest income paid by a Slovak paying agent to a non-resident may be treated as Slovak sourced income. In general the paying agent is obliged to withhold a 19% withholding tax from the interest paid (except of the interest paid to a Slovak permanent establishment).

The tax withheld is considered as a final tax in Slovakia except of income from Securities held by non-residents not performing business activities in Slovakia through a permanent establishment. These non-residents can decide that such tax will be regarded as a tax prepayment.

The withholding tax rate may be reduced based on the double taxation treaty (if any). Please note that income from the bonds paid to a tax non-resident is subject to withholding tax only if a tax non-resident does not perform business activities in Slovakia through a permanent establishment. If the interest is considered as income of a permanent establishment, the withholding tax does not apply and the individual or corporation having the permanent establishment has to pay tax on the interest income in the same way as tax residents (see the section on residents above).

As of 1 March 2014, in case of the payments to the taxpayer from a non-contractual state, the increased withholding tax of 35% is applied. There are e.g. the payments of interests from the securities, sales of the securities from a Slovak tax resident to a taxpayer from a non-contractual state (i.e. state with which the Slovak Republic has not concluded a double taxation avoidance treaty or the convention on mutual administrative assistance in tax matters).

The list of these non-contractual states is published on the web site of the Ministry of Finance of the Slovak Republic.

Capital gains - Income from the sale of the Securities

Income from the sale of securities payable by a Slovak tax non-resident (having no permanent establishment in Slovakia) to another Slovak non-resident is not sourced in Slovakia (not subject to taxation in Slovakia). In general, only the capital gains realised by Slovak tax non-residents on the sale of securities issued by tax payers having their seat in the territory of Slovakia, shall be taxed in Slovakia under local tax law except of the revenues from the state bonds and state treasury bills.

Exemption of income from the sale of shares, ownership interest of selected taxpayers (excluding securities dealers)

The Slovak Republic has implemented the Council Directive 2016/1164 of 12 July 2016 "ATAD". In this context the amendment of the Slovak ITA with effect from 1 January 2018 introduces exemption of income from the sale of shares, ownership interest of selected taxpayers (excluding securities dealers).

Income exempted from tax:

- the income from the sale of shares, ownership interest of the partner in limited liability company, limited partner in limited partnership or in a similar company abroad after fulfilling the conditions,
- the income of corporate entity (resident) or non-resident with a permanent establishment,
- except of the taxpayer who carries out the securities trading.

Conditions for the application of the exemption:

- the income from the sale of shares and income from the sale of ownership interest will flow of the expiry 24 immediately consecutive calendar months at the earliest from the date of acquisition of a direct interest of at least 10% on the registered capital of the company and
- a taxpayer in the territory of the Slovak Republic carries out essential functions, manages and bears risks associated with the ownership of shares or ownership interest, having the necessary personnel and material equipment necessary for the performance of these functions, and in the quantification of the tax base proceeds from the IFRS or double-entry bookkeeping.

The exemption shall also apply to shares acquired until 31 December 2017 (while maintaining 10%), but the 24-month time test will count only from 1 January 2018.

Tax expenses that can be applied in relation to the transfer of participation (if not exempt):

- Interest paid on loans and loans used to acquire shares in a public limited company or ownership interest of a limited liability company or limited partner in limited partnership or in a similar company abroad in case of the legal person a resident or non-resident with a permanent establishment, and it
 - in the tax period in which there is a sale of shares or ownership interest,
 - if the taxpayer in this taxable period in which there is sale of the shares or the ownership interest, does not qualify for the exemption according to Article 13c.

This does not apply to a taxpayer who carries out securities trading under a separate regulation.

- The acquisition price according to the Slovak ITA.

Other taxes

There is no inheritance or gift tax in the Slovak Republic. However, if Securities are donated by an employer to a Slovak tax resident who is an employee, or if Securities are donated to a Slovak tax resident who is a self-employed and these Securities are donated in connection with carrying out his self-employment, the value of the gift is subject to Slovak income tax and related health insurance contributions.

No other taxes are levied in the Slovak Republic on the acquisition, sale or other disposal of the Securities by residents.

U.S. WITHHOLDING TAX*Payments under index linked Securities and equity -linked Securities may be subject to U.S. withholding tax*

Section 871(m) of the US Internal Revenue Code ("IRC") and the provisions issued thereunder 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.

Pursuant to these US legal provisions, certain payments (or deemed payments) under certain equity-linked instruments that refer to the performance of US equities or certain indices that contain US equities, as an Underlying, shall be treated as dividend equivalents ("**Dividend Equivalents**") and shall be subject to U.S. withholding tax of 30% (or a lower income tax treaty rate). **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.**

It is thus possible that these US provisions also apply to the Securities, particularly if an Underlying contains dividends from sources within the United States (e.g. US equities or certain indices that contain US equities). In such case US withholding tax may be due, pursuant to the relevant US provisions, on payments (or deemed payments) made in respect of Securities issued (or whose features have been modified significantly) after 1 January 2017 (however, the implementation rules issued for the US provisions stipulate that the tax liability will be phased in, not commencing until 1 January 2021 for some 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. In case of Securities which allow for a deduction of fees, the withholding tax in accordance with section 871(m) of the IRC applied to dividend payments made in relation to the underlying or its components, reduces the reference price and, therefore, the redemption amount paid under the Securities. Investors should note that compliance with tax liability in this manner precludes the issue of tax certificates for tax payments rendered for individual investors and that no potential tax refund pursuant to the relevant US provisions may be claimed either. 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.

If, on the basis of section 871(m) of the IRC, an amount of interest, principal or other payments on the Securities is deducted or withheld, neither the Issuer nor any paying agent, the custodian of the Security Holder or any other person pursuant to the terms and conditions of the Securities would be obliged to pay additional amounts to the Security Holders as a result of the deduction or withholding, in which case the Security Holders would thus potentially receive less interest or principal than

expected. In the worst case, any payments to be made in respect of the Securities would be reduced to zero.

Payments under the Securities may be subject to withholding tax pursuant to the Foreign Account Tax Compliance Act (FATCA)

Sections 1471-1474 of the United States Internal Revenue Code of 1986, as amended ("**IRC**") (commonly referred to as "**FATCA**"), generally impose a new reporting regime and a 30% withholding tax with respect to certain US-source payments (including dividends and interest) and with respect to gross proceeds from the disposition of property that may produce such US-source interest and dividends, and certain payments made by entities that are classified as financial institutions under FATCA, such as banks, insurance companies and many funds and capital markets issuers. A financial institution which is not exempted from the FATCA regime must either (i) enter into an agreement with the Internal Revenue Service (an "**FFI Agreement**") or (ii) comply with the terms of an applicable intergovernmental agreement ("**IGA**") regarding the implementation of FATCA to avoid the imposition of the 30% withholding tax. Under an FFI Agreement or an applicable IGA, a financial institution will be required to identify, disclose and report information on its direct and indirect US accountholders (including certain non-US accountholders with US ownership).

On 31 May 2013, the Federal Republic of Germany entered into an IGA with the United States. Under this IGA, as currently drafted, a financial institution that is treated as resident in Germany and that complies with the requirements of the respective IGA will not be subject to FATCA withholding on payments it receives and will not be required to withhold on payments of non-U.S. source income. As a result, the Issuer does not expect payments made on or with respect to the Securities to be subject to withholding under FATCA.

No assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Securities in the future. You should consult with your US tax advisor for further information regarding the potential impact of FATCA.

GENERAL INFORMATION*Selling Restrictions**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 BaFin 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.

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 (the "**Relevant Member State**"), except that an offer of the Securities to the public may be made in that Relevant Member State:

- (a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made in the Relevant Member State in accordance with the EU Prospectus Legislation (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 EU Prospectus Legislation (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 a Prospectus Exemption (as defined below),

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 EU Prospectus Legislation 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 "**EU Prospectus Legislation**" means the Directive 2003/71/EC (and any amendments thereto, including the Directive 2010/73/EU) (the "**Prospectus Directive**"), and includes any relevant implementing measure in the Relevant Member State.

On 20 July 2017 the Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") has entered into force and shall in its major parts apply as from 21 July 2019 (the "**Effective Date**"). Therefore, as from the Effective Date, any reference in this paragraph to the Prospectus Directive shall be read as a reference to the Prospectus Regulation, as applicable from time to time.

The expression "**Prospectus Exemptions**" means Article 3 (2) (a) to (d) of the Prospectus Directive or Article 1 (4) of the Prospectus Regulation, as applicable, and includes any additional exemptions and implementation measures applicable in the Relevant Member State.

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*.

Authorisation

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 HVB, on 17 April 2001. The full EUR 50,000,000,000 authorisation amount of this Programme may also be applied by other base prospectuses of HVB, however, the aggregate utilised amount of this Programme together with any other base prospectuses of HVB under this Programme will not exceed EUR 50,000,000,000.

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) articles of association of the Issuer,
- (2) the consolidated annual reports in respect of the fiscal years ended 31 December 2016 of the HVB Group,
- (3) the consolidated annual reports in respect of the fiscal years ended 31 December 2017 of the HVB Group,
- (4) the unconsolidated annual financial statements of the Issuer in respect of the fiscal year ended 31 December 2017 prepared in accordance with the German Commercial Code (Handelsgesetzbuch),
- (5) the unaudited consolidated results of HVB Group as of 30 June 2018,
- (6) the forms of the Global Notes,
- (7) the Final Terms and
- (8) 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).

Clearing System

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 appropriate security identification codes for each Series of Securities will be contained in the Final Terms. The Issuer may decide to deposit, or otherwise arrange for the clearance of, Securities issued under the Programme with or through an alternative clearing system. The relevant details of such alternative clearing system 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.

Significant Changes in HVB'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 2018, and (ii) no material adverse change in the prospects of the HVB Group since 31 December 2017, the date of its last published audited financial statements.

Interest of Natural and Legal Persons involved in the Issue/Offer

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.
- 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.

Third Party Information

Where information has been sourced from a third party, the Issuer confirms that to the best of its knowledge this information has been accurately reproduced and that so far as the Issuer is aware and able to ascertain from information published by such third party no facts have been omitted which would render the reproduced information inaccurate or misleading.

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.

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..

Information incorporated by reference in this Base Prospectus

The following information shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus.

	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
Registration Document of UniCredit Bank AG, dated 17 April 2018¹⁾		
Risk Factors		
- Risks relating to the business activity of HVB Group	p. 3 to 16	p. 30
Statutory Auditors	p. 16	p. 68
UniCredit Bank AG		
- Information about HVB, the parent company of HVB Group	p. 17	p. 68
- Programme Transform 2019	p.17	p. 68
Business Overview		
- Principal Activities	p. 17	p. 68
- Business segments of HVB Group	p. 17 to 20	p. 68
- Principal Markets	p. 20	p. 68
Management and Supervisory Bodies	p. 17 to 21	p. 68
Major Shareholders	p. 22	p. 68
Auditors	p. 22	p. 68
Legal and Arbitration Proceedings	p. 22 to 24	p. 68
(with the exception of section "Financial sanctions matters")		
Proceedings Related to Actions by the Regulatory Authorities	p. 24	p. 68
Supplement dated 8 November 2018 to the Registration Document of UniCredit Bank AG dated 17 April 2018¹⁾		
- Financial sanctions matters	p. 3	p. 68

	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
Audited financial statements of HVB Group for the fiscal year ended 31 December 2017 (Annual Report HVB Group 2017)²⁾		
- Consolidated Income Statement	p. 88 to 89	p. 68
- Consolidated Balance Sheet	p. 90 to 91	p. 68
- Statement of Changes in Consolidated Shareholders' Equity	p. 92 to 93	p. 68
- Consolidated Cash Flow Statement	p. 94 to 95	p. 68
- Notes	p. 96 to 229	p. 68
- Auditors' Report	p. 230 to 235	p. 68
Audited unconsolidated financial statements (Jahresabschluss) of UniCredit Bank AG for the fiscal year ended 31 December 2017 (Annual Report UniCredit Bank AG (HVB) 2017)²⁾		
- Income Statement of UniCredit Bank AG	p. 76 to 77	p. 68
- Balance Sheet of UniCredit Bank AG	p. 78 to 83	p. 68
- Notes	p. 84 to 142	p. 68
- Auditors' Report	p. 143 to 148	p. 68
Audited financial statements of HVB Group for the fiscal year ended 31 December 2016 (Annual Report HVB Group 2016)²⁾		
- Consolidated Income Statement	p. 94 to 95	p. 68
- Consolidated Balance Sheet	p. 96 to 97	p. 68
- Statement of Changes in Consolidated Shareholders' Equity	p. 98 to 99	p. 68
- Consolidated Cash Flow Statement	p. 100 to 101	p. 68

	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Notes	p. 102 to 238	p. 68
- Independent Auditors' Report	p. 239	p. 68
Unaudited Consolidated Results of HVB Group as of 30 June 2018²⁾		
- Financial Highlights	p. 3	p. 68
- Consolidated Income Statement	p. 48 to 49	p. 68
- Consolidated Balance Sheet	p. 50 to 51	p. 68
- Statement of Changes in Shareholders' Equity	p. 52 to 54	p. 68
- Consolidated Cash Flow Statement (abridged version)	p. 55	p. 68
- Consolidated Accounts (selected Notes)	p. 56 to 115	p. 68
Base Prospectus of UniCredit Bank AG dated 25 May 2018 for the issuance of Single Underlying and Multi Underlying Securities (with partial capital protections)³⁾		
- Description of HVB Multi Manager Best Select Flex Index	p. 416 to 428	p. 266
- Description of HVB Multi Manager Best Select Flex Index II	p. 429 to 441	p. 266
- Description of HVB Vermögensdepot Wachstum Flex Index II	p. 442 to 457	p. 266
- Description of HVB Vermögensdepot Wachstum Flex Index III	p. 458 to 469	p. 266
- Description of HVB Star Funds Excess Return Risk Control Index	p. 470 to 479	p. 266
- Description of VP Klassik 70 Benchmark Index	p. 480 to 194	p. 266

¹⁾ The document is published on the following website of the Issuer:
[http:// www.onemarkets.de/de/rechtliches/registrierungsdokumente-uvp.html](http://www.onemarkets.de/de/rechtliches/registrierungsdokumente-uvp.html)

GENERAL INFORMATION

- ²⁾ The document is published on the following website of the Issuer:
<http://investors.hypovereinsbank.de/cms/english/investorrelations/index.html>
- ³⁾ The document is published on the following website of the Issuer:
<http://www.onemarkets.de/de/produkte/rechtliche-hinweise/basisprospekte.html>

Parts of such documents, including documents incorporated by reference into these documents, whose information is not incorporated by express reference are not relevant for potential investors.

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