



**UniCredit Bank AG**

Munich, Federal Republic of Germany

**Base Prospectus**

for

**Securities with Single Underlying and Multi Underlying  
(with (partial) capital protection) I**

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

**11 March 2019**

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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. INTRODUCTION AND WARNINGS

|     |   |   |
|-----|---|---|
| A.1 | Warning                                   | <p>This Summary should be read as an introduction to the Base Prospectus.</p> <p>The investor should base any decision to invest in the relevant Securities on consideration of the Base Prospectus as a whole.</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>UniCredit Bank AG ("<b>UniCredit Bank</b>", the "<b>Issuer</b>" or "<b>HVB</b>"), Arabellastraße 12, 81925 Munich, which in its capacity as Issuer assumes liability for the Summary including any translation thereof, as well as any person which has tabled it, may be held liable, 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.</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 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      | <p><b>[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.]</b></p>  |

|                                     |  |
|-------------------------------------|--|
| the offer by financial intermediary | [Not applicable. No consent is given.] |
|-------------------------------------|--|

**B. ISSUER**

| B.1                                | Legal and commercial name  | UniCredit Bank AG (together with its consolidated subsidiaries, the " <b>HVB Group</b> ") 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                  | UniCredit Bank is the parent company of HVB Group. HVB Group holds directly and indirectly equity participations in various companies.<br>UniCredit Bank has been an affiliated company of UniCredit S.p.A., Milan (" <b>UniCredit S.p.A.</b> ", and together with its consolidated subsidiaries, " <b>UniCredit</b> ") 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.  |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| 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 | Not applicable;<br>Deloitte GmbH Wirtschaftsprüfungsgesellschaft, the independent auditor ( <i>Wirtschaftsprüfer</i> ) of HVB, 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 ( <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<sup>†</sup></th> </tr> </thead> <tbody> <tr> <td>Net operating profit<sup>1)</sup></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> <td><b>Balance sheet figures</b></td> <td><b>31/12/2017</b></td> <td><b>31/12/2016</b></td> </tr> <tr> <td>Total assets</td> <td>€299,060m</td> <td>€302,090m</td> </tr> </tbody> </table> | Key performance indicators | 1/1/2017 – 31/12/2017* | 1/1/2016 – 31/12/2016 <sup>†</sup> | Net operating profit <sup>1)</sup> | €1,517m | €1,096m | Profit before tax | €1,597m | €297m | Consolidated profit | €1,336m | €157m | Earnings per share | €1.66 | €0.19 |  |  |  | <b>Balance sheet figures</b> | <b>31/12/2017</b> | <b>31/12/2016</b> | Total assets | €299,060m | €302,090m |
| Key performance indicators         | 1/1/2017 – 31/12/2017*   | 1/1/2016 – 31/12/2016 <sup>†</sup>  |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| Net operating profit <sup>1)</sup> | €1,517m  | €1,096m   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| Profit before tax                  | €1,597m  | €297m   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| Consolidated profit                | €1,336m  | €157m   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| Earnings per share                 | €1.66  | €0.19   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
|                                    |  |   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| <b>Balance sheet figures</b>       | <b>31/12/2017</b>  | <b>31/12/2016</b>   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |
| Total assets                       | €299,060m  | €302,090m   |                            |                        |                                    |                                    |         |         |                   |         |       |                     |         |       |                    |       |       |  |  |  |                              |                   |                   |              |           |           |

|  |  |                             |                             |
|--|--|-----------------------------|-----------------------------|
|  | Shareholders' equity   | €18,874m                    | €20,420m                    |
|  |  |                             |                             |
|  | <b>Key capital ratios</b>  | <b>31/12/2017</b>           | <b>31/12/2016</b>           |
|  | Common Equity Tier 1 capital   | €16,639m <sup>2)</sup>      | €16,611m <sup>3)</sup>      |
|  | Core capital (Tier 1 capital)  | €16,639m <sup>2)</sup>      | €16,611m <sup>3)</sup>      |
|  | Risk-weighted assets (including equivalents for market risk and operational risk)  | €78,711m                    | €81,575m                    |
|  | Common Equity Tier 1 capital ratio <sup>4)</sup>   | 21.1% <sup>2)</sup>         | 20.4% <sup>3)</sup>         |
|  | Core capital ratio (Tier 1 ratio) <sup>4)</sup>  | 21.1% <sup>2)</sup>         | 20.4% <sup>3)</sup>         |
|  | <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> |                             |                             |
|  | <b>Consolidated Financial Highlights as of 30 June 2018*</b>   |                             |                             |
|  | <b>Key performance indicators</b>  | <b>1/1/2018 – 30/6/2018</b> | <b>1/1/2017 – 30/6/2017</b> |
|  | Net operating profit <sup>1),2)</sup>  | €914m                       | €942m                       |
|  | Profit before tax  | €602m                       | €933m                       |
|  | Consolidated profit  | €262m                       | €717m                       |
|  | Earnings per share (full HVB Group)  | €0.33                       | €0.89                       |
|  |  |                             |                             |
|  | <b>Balance sheet figures</b>   | <b>30/6/2018</b>            | <b>31/12/2017</b>           |
|  | Total assets   | €294,387m                   | €299,060m                   |
|  | Shareholders' equity   | €17,837m                    | €18,874m                    |
|  |  |                             |                             |
|  | <b>Key capital ratios</b>  | <b>30/6/2018</b>            | <b>31/12/2017</b>           |
|  | Common Equity Tier 1 capital <sup>3)</sup>   | €16,557m                    | €16,639m                    |
|  | Core capital (Tier 1 capital) <sup>3)</sup>  | €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 <sup>3),4)</sup>  | 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 period covered by the historical financial information   | There has been no significant change in the financial position of HVB Group which has occurred since 30 June 2018.   |
| 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.<br>Not applicable. UniCredit Bank is not dependent on any entity within HVB Group.  |
| B.15 | Principal activities   | 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.<br>This range extends from mortgage loans, consumer loans, savings-and-loan and insurance products, and banking services for private customers through to   |



|                |   | <p>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 &amp; 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.  |                    |   |   |                    |                  |         |                |                 |                   |      |     |                     |                |                   |                  |      |     |                       |              |                   |                   |     |    |          |
| [B.17          | Ratings <sup>1</sup>                          | <p>Investors should keep in mind that a rating does not constitute a recommendation to purchase, sell or hold the debt securities issued by the Issuer.</p> <p>Moreover, the ratings awarded by the rating agencies may at any time be suspended, downgraded or withdrawn.</p> <p>Securities currently issued by HVB have been rated as follows by Fitch Ratings ("<b>Fitch</b>"), Moody's Investors Service ("<b>Moody's</b>") and S&amp;P Global Ratings ("<b>S&amp;P</b>") (Status: November 2018):</p> <table border="1"> <thead> <tr> <th></th> <th>Long-term Preferred Senior Notes<sup>1</sup></th> <th>Long-term Non-Preferred Senior Unsecured Notes<sup>1</sup></th> <th>Subordinated Notes</th> <th>Short-term Notes</th> <th>Outlook</th> </tr> </thead> <tbody> <tr> <td><b>Moody's</b></td> <td>A2<sup>2</sup></td> <td>Baa3<sup>3</sup></td> <td>Baa3</td> <td>P-1</td> <td>Stable<sup>7</sup></td> </tr> <tr> <td><b>S&amp;P</b></td> <td>BBB+<sup>4</sup></td> <td>BBB<sup>5</sup></td> <td>BBB-</td> <td>A-2</td> <td>Negative<sup>8</sup></td> </tr> <tr> <td><b>Fitch</b></td> <td>BBB+<sup>6</sup></td> <td>BBB+<sup>6</sup></td> <td>BBB</td> <td>F2</td> <td>Negative</td> </tr> </tbody> </table> <p><sup>1</sup> Due to an amendment to section 46f of the German Banking Act ("<b>KWVG</b>"), which revises the ranking of bank debt in the event of insolvency, the rating agencies have developed a sub-division into 2 rating categories for long-term senior debt previously grouped into a single category.</p> <p><sup>2</sup> Designation by Moody's: "Senior Unsecured &amp; Issuer Rating".</p> <p><sup>3</sup> Designation by Moody's: "Junior Senior unsecured".</p> <p><sup>4</sup> Designation by S&amp;P: "Long-term Senior Unsecured".</p> <p><sup>5</sup> Designation by S&amp;P: "Long-term Senior Subordinated".</p> <p><sup>6</sup> Designation by Fitch: "Long-term Issuer Default-Rating".</p> <p><sup>7</sup> Only applicable to Long-term Preferred Senior Notes.</p> <p><sup>8</sup> Not applicable to Long-term Non-Preferred Senior Unsecured Notes.</p> <p>Fitch's long-term credit ratings are set up along a scale from AAA, AA, A, BBB, BB, B, CCC, CC, C, RD down to D. Fitch uses the intermediate modifiers "+" and "-" to denote relative status within the categories from AA to B. Fitch has also the possibility for guidance (termed "on watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (evolving). Outlooks are used to indicate the direction of a rating as the indication could be positive, negative, stable or evolving. Fitch's short-term ratings reflect a bank's vulnerability to default in the short term at the levels F1+, F1, F2, F3, B, C, RD and D.</p> <p>Moody's appends long-term obligation ratings at the following levels: Aaa, Aa, A, Baa, Ba, B, Caa, Ca and C. To each generic rating category from Aa to Caa Moody's assigns the numerical modifiers "1", "2" and "3". The modifier "1" indicates that the bank is in the higher end of its letter-rating category, the modifier "2" indicates a mid-range ranking and the modifier "3" indicates that the bank is in the lower end of its letter-rating category. Moody's also has the option of adding further guidance (referred to as "under review") as to whether a rating is likely to be upgraded (possible upgrade), downgraded (possible downgrade) or uncertain (direction uncertain). Outlooks are assigned indicating the direction of any pressure. Characteristics are positive, negative, stable and developing. Moody's short-term ratings are opinions of the ability of issuers to honor short-term financial obligations and range from P-1, P-2, P-3 down to NP (Not Prime).</p> <p>S&amp;P assign long-term credit ratings on a scale from AAA, AA, A, BBB, BB, B, CCC, CC, C, R, SD to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing</p> |                    | Long-term Preferred Senior Notes <sup>1</sup> | Long-term Non-Preferred Senior Unsecured Notes <sup>1</sup> | Subordinated Notes | Short-term Notes | Outlook | <b>Moody's</b> | A2 <sup>2</sup> | Baa3 <sup>3</sup> | Baa3 | P-1 | Stable <sup>7</sup> | <b>S&amp;P</b> | BBB+ <sup>4</sup> | BBB <sup>5</sup> | BBB- | A-2 | Negative <sup>8</sup> | <b>Fitch</b> | BBB+ <sup>6</sup> | BBB+ <sup>6</sup> | BBB | F2 | Negative |
|                | Long-term Preferred Senior Notes <sup>1</sup> | Long-term Non-Preferred Senior Unsecured Notes <sup>1</sup>  | Subordinated Notes | Short-term Notes                              | Outlook   |                    |                  |         |                |                 |                   |      |     |                     |                |                   |                  |      |     |                       |              |                   |                   |     |    |          |
| <b>Moody's</b> | A2 <sup>2</sup>                               | Baa3 <sup>3</sup>  | Baa3               | P-1   | Stable <sup>7</sup>   |                    |                  |         |                |                 |                   |      |     |                     |                |                   |                  |      |     |                       |              |                   |                   |     |    |          |
| <b>S&amp;P</b> | BBB+ <sup>4</sup>                             | BBB <sup>5</sup>   | BBB-               | A-2   | Negative <sup>8</sup>                                       |                    |                  |         |                |                 |                   |      |     |                     |                |                   |                  |      |     |                       |              |                   |                   |     |    |          |
| <b>Fitch</b>   | BBB+ <sup>6</sup>                             | BBB+ <sup>6</sup>  | BBB                | F2  | Negative  |                    |                  |         |                |                 |                   |      |     |                     |                |                   |                  |      |     |                       |              |                   |                   |     |    |          |

<sup>1</sup> Information about this section B.17 is only applicable in the case of Securities where the Issuer is obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

|  |  |  |
|--|--|--|
|  |  | within the major rating categories. S&P may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or developing. Outlooks are an indicator for the rating direction. S&P uses positive, negative, stable and developing outlooks. S&P assigns short-term credit ratings for specific issues on a scale from A-1+, A-1, A-2, A-3, B, C, R, SD down to D.] |
|--|--|--|

## C. SECURITIES

|     |  |   |
|-----|--|---|
| C.1 | Type and class of the securities   | <p>[Twin-Win Garant Securities] [Win-Win Garant Securities] [Icarus Garant Securities] [Geoscope Securities] [Barrier Geoscope Securities] [Garant Basket Securities] [Garant Rainbow Securities] [Garant Performance Telescope Basket Securities] [Securities linked to Target Vol Basket Strategies] [Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out] [Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out] [Telescope Securities linked to Target Vol Strategies] [Garant Digital Cash Collect Memory Securities]<sup>2</sup></p> <p>"Nominal Amount" means [Insert].</p> <p>["Aggregate Nominal Amount" means [Insert].]</p> <p>The "Securities" will be issued as [Notes] [Certificates] with a Nominal Amount.</p> <p>[["Notes"] ["Certificates"] are debt instruments in bearer form (<i>Inhaberschuldverschreibungen</i>) pursuant to Section 793 of the German Civil Code (<i>Bürgerliches Gesetzbuch, BGB</i>).]</p> <p>[The ["Notes"] ["Certificates"] are debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (<i>Testo Unico della Finanza</i>).]</p> <p>[The Securities are represented by a global note without interest coupons.]</p> <p>[The Securities are represented by a book entry.]</p> <p>The holders of the Securities (the "<b>Security Holders</b>") are not entitled to receive definitive Securities.</p> <p>The [ISIN] [WKN] [Common Code] is specified in the Annex to this Summary.</p> |
| C.2 | Currency of the securities issue   | The Securities are issued in [Insert Specified Currency] (the " <b>Specified Currency</b> ").   |
| C.5 | Restrictions of any free transferability of the securities                           | Not applicable. The Securities are freely transferable.   |
| C.8 | Rights attached to the securities, including ranking and limitations to those rights | <p><b>Rights attached to the Securities</b></p> <p>The Securities have a fixed term.</p> <p><sup>3</sup>[The Securities do not bear interest.]</p>  |

<sup>2</sup> A summary is not required for the product Telescope Securities linked to Target Vol Strategies (Product Type 29) as the Nominal Amount of Product Type 29 will not be less than EUR 100,000.

<sup>3</sup> Information is only applicable in the case of Securities where the Issuer is obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

|      |  |   |
|------|--|---|
|      |  | <p><u>[Product Type 1-3: In the case of Twin-Win Garant Securities, Win-Win Garant Securities and Icarus Garant Securities, with an unconditional Additional Amount, the following applies:</u> The Security Holders are entitled to the payment of the respective Additional [Unconditional] Amount (l) as specified in C.15 on the respective Additional [Unconditional] Amount Payment Date (l) as specified in the Annex to this Summary.]</p> <p><u>[Product Type 4, 5, 8 and 12: In the case of Geoscope Securities, Barrier Geoscope Securities, Garant Performance Telescope Basket Securities and Telescope Securities linked to Target Vol Strategy, the following applies:</u></p> <p>[Upon occurrence of an Income Payment Event (as specified in C.[10][15]),] [T][t]he Security Holders shall be entitled to payment of the respective Additional [Conditional] Amount (k) (as specified in C.[10][15]) on the Additional [Conditional] Amount Payment Date (k) as specified in the Annex to this Summary.]</p> <p><u>[Product Type 1-12: In the case of Twin-Win Garant Securities, Win-Win Garant Securities, Icarus Garant Securities, Geoscope Securities, Barrier Geoscope Securities, Garant Basket Securities, Garant Rainbow Securities, Garant Performance Telescope Basket Securities, Securities linked to Target Vol Basket Strategies, Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out and Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out, the following applies:</u></p> <p>The Security Holders are entitled to the payment of the Redemption Amount (as defined in C.[10][15]) on the Final Payment Date (as defined in C.[9][16]).]</p> <p><b>Governing law of the Securities</b></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] [Republic of Italy].</p> <p><b>Status of the Securities</b></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><b>Limitations of the rights</b></p> <p>The Issuer may [convert the Securities or] adjust the terms and conditions of the Securities.</p> |
| [C.9 | C.8 and Nominal interest rate; the date from which interest becomes payable and the due dates for interest; where the rate is not fixed, description of the underlying on which it is based; maturity date and | <p><b>Please see C.8.</b></p> <p><b>Interest Rate</b></p> <p><u>[Product Type 1-3 (if applicable): In the case of Twin-Win Garant Securities, Win-Win Garant Securities and Icarus Garant Securities, with an unconditional Additional Amount, the following applies:</u> The Security Holders are entitled to the payment of the respective Additional [Unconditional] Amount (l) as specified in C.10 on the respective Additional [Unconditional] Amount Payment Date (l) as specified in the Annex to this Summary.]</p> <p><u>[Product Type, 4, 5 and 8: In the case of Geoscope Securities, Barrier Geoscope Securities and Garant Performance Telescope Basket Securities, the following applies:</u></p> <p>[Upon occurrence of an Income Payment Event (as specified in C.10),] [T][t]he Security Holders shall be entitled to payment of the respective Additional [Conditional] Amount (k) (as specified in C.10) on the Additional [Conditional] Amount Payment Date (k) as specified in the Annex to this Summary.]</p>  |

| <p>arrangements for the amortisation of the loan, including the repayment procedures; an indication of yield; representation of debt security holders<sup>4</sup></p> | <p><u>Product Type 1-3 (if applicable), 6-7 and 9-10: Twin-Win Garant Securities, Win-Win Garant Securities, Icarus Garant Securities, Garant Basket Securities, Garant Rainbow Securities, Securities linked to Target Vol Basket Strategies and Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out, the following applies:</u></p> <p>Not applicable. The Securities do not bear interest.]</p> <p><b>Underlying</b></p> <p>[Descriptions of the Underlying are specified in 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 (or any successor website), as specified in the Annex to this Summary.]</p> <p>["Underlying" means a basket with [the following basket components] (the "<b>Basket Components</b>")]:</p> <table border="1" data-bbox="523 645 1441 1189"> <thead> <tr> <th data-bbox="523 645 624 981">[ISIN ]</th> <th data-bbox="624 645 724 981">i</th> <th data-bbox="724 645 825 981">[Weighting (W<sub>i</sub>)]</th> <th data-bbox="825 645 925 981">Basket Component<sub>i</sub></th> <th data-bbox="925 645 1026 981">[ Bloomberg ]</th> <th data-bbox="1026 645 1126 981">[Currency of the Basket Components]</th> <th data-bbox="1126 645 1227 981">Website<sub>i</sub></th> <th data-bbox="1227 645 1327 981">[WK N<sub>i</sub>] [ISIN<sub>i</sub>] of the Basket Component<sub>i</sub></th> <th data-bbox="1327 645 1441 981">[Reference Market<sub>i</sub>]</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 981 624 1189">[Insert]</td> <td data-bbox="624 981 724 1189">[Insert consecutive number i]</td> <td data-bbox="724 981 825 1189">[Insert]</td> <td data-bbox="825 981 925 1189">[Insert]</td> <td data-bbox="925 981 1026 1189">[Insert]</td> <td data-bbox="1026 981 1126 1189">[Insert]</td> <td data-bbox="1126 981 1227 1189">[Insert]</td> <td data-bbox="1227 981 1327 1189">[Insert]</td> <td data-bbox="1327 981 1441 1189">[Insert]</td> </tr> </tbody> </table> <p>].</p> <p>For further information about the past and the future performance of the Basket Components and their volatility, please refer to the Website; (or any successor website), as specified in the table above (or any successor website).]]</p> <p><b>Redemption</b></p> <p>The Security Holders are entitled to the payment of the Redemption Amount (as defined in C.10) on the Final Payment Date.</p> <p><u>[In the case of Geoscope Securities insert:</u></p> <p>The "<b>Redemption Amount</b>" is equal to the Minimum Amount.</p> <p>The "<b>Minimum Amount</b>" is defined in the Annex to this Summary.]]</p> <p>"<b>Final Payment Date</b>" [are][is] specified in the Annex to this Summary.</p> <p><b>Payments</b></p> <p>All payments shall be made to [Insert name and address of paying agent] (the "<b>Principal Paying Agent</b>"). 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.</p> <p>The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.</p> <p>"<b>Clearing System</b>" means [Insert].]</p> | [ISIN ]                       | i                             | [Weighting (W <sub>i</sub> )] | Basket Component <sub>i</sub>       | [ Bloomberg ]        | [Currency of the Basket Components]  | Website <sub>i</sub>             | [WK N <sub>i</sub> ] [ISIN <sub>i</sub> ] of the Basket Component <sub>i</sub> | [Reference Market <sub>i</sub> ] | [Insert] | [Insert consecutive number i] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] |
|---|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------------|----------------------|--|----------------------------------|--|----------------------------------|----------|-------------------------------|----------|----------|----------|----------|----------|----------|----------|
| [ISIN ]   | i   | [Weighting (W <sub>i</sub> )] | Basket Component <sub>i</sub> | [ Bloomberg ]                 | [Currency of the Basket Components] | Website <sub>i</sub> | [WK N <sub>i</sub> ] [ISIN <sub>i</sub> ] of the Basket Component <sub>i</sub> | [Reference Market <sub>i</sub> ] |  |                                  |          |                               |          |          |          |          |          |          |          |
| [Insert]  | [Insert consecutive number i]   | [Insert]                      | [Insert]                      | [Insert]                      | [Insert]                            | [Insert]             | [Insert]   | [Insert]                         |  |                                  |          |                               |          |          |          |          |          |          |          |

<sup>4</sup> Information about this section C.9 is only applicable in the case of Securities where the Issuer is obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

|        |   |   |
|--------|---|---|
|        |   | <p><b>Method for calculating the yield</b><br/>[Not applicable. The yield cannot be calculated at the time of the issue of the Securities.]</p> <p><b>Representation of the Security Holders</b><br/>Not applicable. No representative of the Security Holders exists.]</p>   |
| [C.10] | C.9 and Description of the derivative component in the interest payment and how the investment is influenced by the value of the base instrument <sup>5</sup> | <p><b>Please see C.9.</b><br/>[[<i>Product Type 1: In the case of Twin-Win Garant Securities, the following applies:</i></p> <p>The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises or falls moderately and falls if the price of the Underlying stagnates or falls sharply.</p> <p>The redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) as the numerator and R (initial) as the denominator. If no Barrier Event has occurred, the Security Holder participates in the absolute Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary). 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. If a Barrier Event has occurred, the Security Holder participates [<i>In the case of Securities being issued for the first time under this Base Prospectus ("New Products"), insert:</i> in accordance with the Participation Factor] in the Performance of the Underlying, with any negative Performance also having a negative effect on the redemption payment. However, the redemption payment will be at least equal to a Minimum Amount (as specified in the Annex to this Summary). [<i>Insert for Twin-Win Cap Garant Securities:</i> In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]</p> <p>If no Barrier Event has occurred, the "<b>Redemption Amount</b>" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1. 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>If a Barrier Event has occurred, the "<b>Redemption Amount</b>" is equal to the Nominal Amount multiplied by [<i>In the case of New Products, insert:</i> the total of (i) the Floor Level and (ii) the difference, multiplied by the Participation Factor, between] the Performance of the Underlying [<i>In the case of New Products, insert:</i> and 1].</p> <p>A Barrier Event occurs if [any price of the Underlying reaches or falls below the Barrier during the Barrier Observation Period (as specified in the Annex to this Summary) in the case of continuous observation] [a Reference Price (as specified in the Annex to this Summary) falls below the Barrier (as specified in the Annex to this Summary) on a Barrier Observation Date (as specified in the Annex to this Summary)]. [The Barrier is specified in the Annex to this Summary] [Barrier means Barrier Level x R (initial), where the Barrier Level is specified in the Annex to this Summary].</p> |

<sup>5</sup> Information about this section C.10 is only applicable in the case of Securities where the Issuer is obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

The Redemption Amount is not less than the Minimum Amount [*Insert for Twin-Win Cap Garant Securities: and not greater than the Maximum Amount*].]

[Product Type 2: In the case of Win-Win Garant Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises or falls and falls if the price of the Underlying stagnates.

The redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) as the numerator and R (initial) as the denominator. The Security Holder participates in the absolute Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary). 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. However, the redemption payment will be at least equal to a Minimum Amount (as specified in the Annex to this Summary). [*Insert for Win-Win Cap Garant Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).*]

The "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

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 (-).

The Redemption Amount is not less than the Minimum Amount [*Insert for Win-Win Cap Garant Securities: and not greater than the Maximum Amount*].]

[Product Type 3: In the case of Icarus Garant Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises moderately and falls if the price of the Underlying falls or rises sharply.

The redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) as the numerator and R (initial) as the denominator. If no Barrier Event has occurred, the redemption payment is based, in accordance with the Participation Factor, on the Performance of the Underlying, although a Minimum Amount (as specified in the Annex to this Summary) is repaid even in the event of negative Performance of the Underlying. If a Barrier Event has occurred, the redemption payment is limited to a Bonus Amount (as specified in the Annex to this Summary).

If no Barrier Event has occurred, the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

If a Barrier Event has occurred, the "**Redemption Amount**" is equal to the Bonus Amount.

A Barrier Event occurs if [any price of the Underlying reaches or exceeds the Barrier during the Barrier Observation Period (as specified in the Annex to this Summary) in the case of continuous observation] [a Reference Price (as specified in the Annex to this Summary) exceeds the Barrier (as specified in

the Annex to this Summary) on a Barrier Observation Date (as specified in the Annex to this Summary). [The Barrier is specified in the Annex to this Summary] [Barrier means Barrier Level x R (initial), where the Barrier Level is specified in the Annex to this Summary].]

The Redemption Amount will not be less than the Minimum Amount.]

[Product Type 4: In the case of Geoscope Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

[The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying (final) and on the occurrence of a Lock-in Event. The Performance of the Underlying (final) is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary).]

Moreover, the respective Additional Amount (k) (as specified in the Annex to this Summary) is paid on the Additional Amount Payment Date (k) (as specified in the Annex to this Summary). The Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount (as specified in the Annex to this Summary) will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k) (as specified in the Annex to this Summary). D (k) is specified in the Annex to this Summary. Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than Strike Level. Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor (as specified in the Annex to this Summary).

*Additional Amount*

An Additional Amount (k) is paid if on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k). The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference between the Geometric Average Performance of the Underlying (k) and Strike Level. [The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).] If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

An "**Income Payment Event**" means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level (as specified in the Annex to this Summary).

*Redemption Amount*

If a Lock-in Event has occurred on any Observation Date (k) the Redemption Amount corresponds to the Nominal Amount.

If no Lock-in Event has occurred on any Observation Date (k) the

"**Redemption Amount**" at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying (final), where the Redemption Amount is not less than the Minimum Amount and not greater than the Maximum Amount (as specified in the Annex to this Summary).]

[Product Type 5: In the case of Barrier Geoscope Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

The redemption payment on the Final Payment Date depends on the Performance of the Underlying (final), on the occurrence of a Lock-in Event and a Barrier Event. The Performance of the Underlying (final) is equal to the quotient of R (final) as the numerator and R (initial) as the denominator. The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary).

Moreover, the respective Additional Amount (k) (as specified in the Annex to this Summary) is paid on the Additional Amount Payment Date (k) (as specified in the Annex to this Summary). The Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount (as specified in the Annex to this Summary) will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k) (as specified in the Annex to this Summary). D (k) is specified in the Annex to this Summary.

Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than Strike Level.

Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor (as specified in the Annex to this Summary).

*Additional Amount*

An Additional Amount (k) is paid if on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k). The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference between the Geometric Average Performance of the Underlying (k) and Strike Level. [The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).] If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

An "**Income Payment Event**" means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level (as specified in the Annex to this Summary).

*Redemption Amount*

If a Lock-in Event has occurred on any Observation Date (k) the Redemption Amount corresponds to the Nominal Amount.



If no Lock-in Event has occurred on any Observation Date (k) the "**Redemption Amount**" at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying (final), where the Redemption Amount is not less than the Minimum Amount and not greater than the Maximum Amount (as specified in the Annex to this Summary).]

[Product Type 6: In the case of Garant Basket Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Basket Components. In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

The redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Performance of the Underlying is the average performance of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub> (as specified in the Annex to this Summary). The Performance of the respective Basket Component<sub>i</sub> is equal to the quotient of  $K_i$  (final) and  $K_i$  (initial). The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary), benefiting from rising Performance of the Underlying in relation to the Strike (as specified in the Annex to this Summary). The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). *[Insert for Garant Cap Basket Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]*

At the Final Payment Date the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Redemption Amount is not less than the Minimum Amount *[Insert for Garant Cap Basket Securities: and not greater than the Maximum Amount].]*

[Product Type 7: In the case of Garant Rainbow Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Basket Components. In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

The redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Performance of the Underlying is the total of the performances of the Basket Components<sub>i best</sub>, which are taken into account according to their weightings. The respective weighting of each Basket Component<sub>i</sub> depends on its Performance: The highest weighting is allocated to the Basket Component with the Best Performance, the second-highest Weighting<sub>i</sub> to the Basket Component with the second-best Performance, and so on. The Performance of the respective Basket Component<sub>i best</sub> is equal to the quotient of  $K_{i best}$  (final) and  $K_{i best}$  (initial) multiplied by the respective Weighting<sub>i best</sub> (as specified in the Annex to this Summary). The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary), benefiting from rising Performance of the Underlying in relation to the Strike (as specified in the Annex to this Summary). The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). *[Insert for Garant Cap Rainbow Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]*

At the Final Payment Date the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex

to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Redemption Amount is not less than the Minimum Amount [*Insert for Garant Cap Rainbow Securities: and not greater than the Maximum Amount.*]

[*Product Type 8: In the case of Garant Performance Telescope Basket Securities, the following applies:*

Garant Performance Telescope Basket Securities are Securities where the redemption on the Final Payment Date is based on the Performance of the Underlying. The Underlying is a basket consisting of a number of Basket Components. The Performance of the Underlying (basket) is equal to the average Performance of the Basket Components, which are taken into account according to their Weighting. The Security Holder participates in the Performance of the Underlying in accordance with the Final Participation Factor benefiting from rising Performance of the Underlying in relation to the Final Strike Level. The Performance of the Underlying means the arithmetic mean Performance of the relevant Basket Components<sub>i</sub> on the Final Observation Date, which are taken into account according to their Weighting<sub>i</sub> (as specified in the Annex to this Summary). The Performance of the relevant Basket Component<sub>i</sub> is equal to  $K_i$  (final) divided by  $K_i$  (initial).

The Security Holder receives at least one specified minimum redemption payment. [*In the case of Garant Performance Telescope Cap Basket Securities, the following applies:* Furthermore, the Redemption Amount will not be greater than the Maximum Amount.]

Furthermore, [upon occurrence of an Income Payment Event,] on the respective Additional Amount Payment Date (k) an Additional Amount (k) is paid, the amount of which depends on the Performance of the Underlying (k), taking into account the Participation Factor (as specified in the Annex to this Summary) and the respective D (k) (as specified in the Annex to this Summary). The "**Performance of the Underlying (k)**" is the average Performance of the relevant Basket Components<sub>i</sub> on the relevant Observation Date (k), which are taken into account according to their Weighting<sub>i</sub>. The Performance of the relevant Basket Component<sub>i</sub> on the relevant Observation Date (k) is equal to  $K_i$  (k) divided by  $K_i$  (initial).  $K_i$  (k) means the Reference Price of the Basket Component<sub>i</sub> on the respective Observation Date (k).

#### **Additional Amount**

[If an Income Payment Event occurs on an Observation Date (k) (as specified in the Annex to this Summary), the respective Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) (as specified in the Annex to this Summary).

An "**Income Payment Event**" means that the Performance of the Underlying (k) is greater than the Strike (as specified in the Annex to this Summary).]

[The Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) (as specified in the Annex to this Summary).]

The "**Additional Amount (k)**" is equal to the Nominal Amount x (Performance of the Underlying (k) - Strike) x Participation Factor x 1/D (k).

[The Additional Amount (k) is not less than the Minimum Additional Amount (k) (as specified in the Annex to this Summary).]

[The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).]]

#### **Redemption**

The Securities will be redeemed on the Final Payment Date at the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Final Participation Factor x

(Performance of the Underlying - Final Strike Level)). The Redemption Amount shall not be less than the Minimum Amount [*In the case of Garant Performance Telescope Cap Basket Securities, the following applies:* and shall not be greater than the Maximum Amount].]

The Floor Level, the Final Participation Factor, the Final Strike Level[,] [and] the Minimum Amount [and the Maximum Amount] are specified in the Annex to this Summary.]

[Product Type 9: In the case of Securities linked to Target Vol Basket Strategies, insert:

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "**Level of the Target Vol Strategy**"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "**Dynamic Weighting**") depends on the volatility of the Underlying relative to the Target Volatility. The Reference Rate is taken into account with a weight at the difference between 100% and the Dynamic Weighting. Generally speaking [(without considering the deduction of fees)]: If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight, and the Reference Rate is taken into account with a positive weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight, and the Reference Rate is taken into account with a negative weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount.

The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x (R (final) / R (initial) – Strike)).

The Redemption Amount is not less than the Minimum Amount.

Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Reference Rate, Strike and Target Volatility are specified in the Annex to this Summary.

["**R (initial)**" means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s].]]]

[Product Type 10: In the case of Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out, the following applies:

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "**Level of the Target Vol Strategy**"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "**Dynamic Weighting**") depends on the volatility of the Underlying relative to the Target Volatility. Generally speaking [(without considering the deduction of fees)]: If

the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount.

The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).

The Redemption Amount is not less than the Minimum Amount.

Modified Average Performance is the arithmetic mean of the quotients of R (1) as nominator and R (initial) as denominator provided that quotients are only considered in the calculation of the arithmetic mean with not less than the value of the respective Local Floor (1) [and with not more than the value of the respective Local Cap (1)].

Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Strike, Target Volatility[, Local Cap (1)] and Local Floor (1) are specified in the Annex to this Summary.

["**R (initial)**"] means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s].] R (1) is the Level of the Target Vol Strategy on the Observation Date (1) (as specified in the Annex to this Summary).]

[Product Type 11: In the case of Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out, the following applies:

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "**Level of the Target Vol Strategy**"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "**Dynamic Weighting**") depends on the volatility of the Underlying relative to the Target Volatility. Generally speaking [(without considering the deduction of fees)]: If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount.

The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).

Modified Average Performance is the arithmetic mean of the quotients of R (1)

as nominator and R (initial) as denominator provided that quotients are only considered in the calculation of the arithmetic mean with not less than the value of the respective Local Floor (l) [and with not more than the value of the respective Local Cap (l)].

The Redemption Amount is not less than the Minimum Amount.

Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Strike, Target Volatility[, Local Cap (l)] and Local Floor (l) are specified in the Annex to this Summary.

["**R (initial)**"] means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s].] R (l) is the Level of the Target Vol Strategy on the Observation Date (l) (as specified in the Annex to this Summary).]

*[In the case of Quanto Securities on a single underlying, insert:*

The Securities are issued as Quanto Securities. Quanto Securities are Securities where the currency relating to the Underlying (the "**Underlying Currency**") is not the same as the Specified Currency and where a currency protection element is provided.]

*[In the case of Quanto Securities on a basket, insert:*

The Securities are issued as Quanto Securities. Quanto Securities are Securities where the currency of the Basket Components is not the same as the Specified Currency and where a currency protection element is provided.]

#### **Further Definitions**

["**R (initial)**"] is specified in the table in the Annex to this summary.]

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

["**R (initial)**"] means the equally weighted average [(arithmetic mean)] of the products of Reference Prices and Reference Price Adjustment Factors, determined on the Initial Observation Dates.]

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

["**R (initial)**"] means the [highest][lowest] value of the product of Reference Price and Reference Price Adjustment Factor during the [Best][Worst]-in Period.]

["**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)].]

["**K<sub>i</sub> (initial)**"] is specified in the table in the Annex to this summary.]

["**K<sub>i</sub> (initial)**"] means the Reference Price, [of the Basket Component<sub>i</sub>] on the Initial Observation Date.]

["**K<sub>i</sub> (initial)**"] means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub> specified on the Initial Observation Dates.]

["**K<sub>i</sub> (initial)**"] means the [highest][lowest] Reference Price, on [each of the Initial Observation Dates] [each [*Insert relevant date(s)*] between the First Day of the [Best] [Worst]-in Period (including) and the Last Day of the [Best] [Worst]-in Period (including)].]

["**K<sub>i</sub> (initial)**"] is specified in the table in the Annex to this summary.]

|  |   |
|--|---|
|  | <p>["<b>K<sub>i</sub> (initial)</b>"] means the highest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Best-in Period.]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] means the lowest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Worst-in Period.]</p> <p>["<b>K<sub>i best</sub> (initial)</b>"] means K<sub>i</sub> (initial) of the Basket Component<sub>i best</sub>.]</p> <p><u>[In the case of Securities with a final Reference Price observation, the following applies: "<b>R (final)</b>" means [the value of the product of] [the Reference Price (as defined in the Annex to this Summary)] [and Reference Price Adjustment Factor] on the Final Observation Date.]</u></p> <p><u>[In the case of Securities with a final average observation, the following applies: "<b>R (final)</b>" means the equally weighted average (arithmetic mean) of [the products of] of [the Reference Prices (as defined in Annex to this Summary)] [and Reference Price Adjustment Factor], specified on the Final Observation Dates.]</u></p> <p><u>[In the case of Securities with a [Best-out] [Worst-out] observation, the following applies:</u></p> <p>"<b>R (final)</b>" means the [highest][lowest] [value of the Product of] [[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]] [value of the product of Reference Price and Reference Price Adjustment Factor during the Best-out Period].]</p> <p><u>[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:</u></p> <p>The "<b>Reference Price Adjustment Factor</b>" is a factor determined by the Calculation Agent. Its purpose is to take into account distributions made by the Underlying (after deduction of tax or other duties, retention, deductions or other charges) when calculating the Redemption Amount. The method used to determine the Reference Price Adjustment Factor is specified in the Final Terms.]</p> <p><u>[In the case of Securities with a final Reference Price observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the [Reference Price of the Basket Component<sub>i</sub>] specified on the Final Observation Date[s].]</p> <p><u>[In the case of Securities with a final average observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the equally weighted average (arithmetic mean) of [the Reference Prices (as defined in Annex to this Summary)] specified on the Final Observation Date[s].]</p> <p><u>[In the case of Securities with a [Best-out] [Worst-out] observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the [highest][lowest][value of the Product of] [Reference Price (as defined in Annex to this Summary)] on [each of the Final Observation Dates] [each relevant day (as specified in the Annex to this Summary) 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)].]</p> <p><u>[In the case of Garant [Cap] Rainbow Securities with a final average observation, the following applies:</u></p> <p>"<b>K<sub>i best</sub> (final)</b>" means K<sub>i</sub> (final) of the Basket Component<sub>i best</sub> (as specified in</p> |
|--|---|

the Annex to this Summary).]

[

| ISIN     | i                             | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> |
|----------|-------------------------------|-------------------------------|------------------------------|
| [Insert] | [Insert consecutive number i] | [Insert]                      | [Insert]                     |

]

[In the case of Garant Fund Basket Securities, the following applies:

| ISIN     | i                             | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> |
|----------|-------------------------------|-------------------------------|------------------------------|
| [Insert] | [Insert consecutive number i] | [Insert]                      | [Insert]                     |

]

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

"**K<sub>i</sub> (final)**" means the Reference Price of the Basket Component<sub>i</sub> on the Final Observation Date.]

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

"**K<sub>i</sub> (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub>, determined on the Final Observation Dates.]

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

"**K<sub>i</sub> (final)**" means the highest Reference Price of the Basket Component<sub>i</sub> during the Best-out Period.]

[In the case of Garant Fund Rainbow Securities, the following applies:

| ISIN     | i                             | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> |
|----------|-------------------------------|-------------------------------|------------------------------|
| [Insert] | [Insert consecutive number i] | [Insert]                      | [Insert]                     |

]

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

"**K<sub>i best</sub> (final)**" means the Reference Price of the Basket Component<sub>i best</sub> on the Final Observation Date.]

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

"**K<sub>i best</sub> (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i best</sub>, determined on the Final Observation Dates.]

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

"**K<sub>i best</sub> (final)**" means the highest Reference Price of the Basket Component<sub>i best</sub> during the Best-out Period.]

|          |                               | <p><u><i>[In the case of Securities linked to Target Vol Strategies and Securities linked to Target Vol Basket Strategies, the following applies:</i></u></p> <table border="1" data-bbox="523 271 1442 483"> <thead> <tr> <th data-bbox="523 271 754 365">ISIN</th> <th data-bbox="754 271 983 365">i</th> <th data-bbox="983 271 1214 365">Basket Component<sub>i</sub></th> <th data-bbox="1214 271 1442 365">Reference Price<sub>i</sub></th> </tr> </thead> <tbody> <tr> <td data-bbox="523 365 754 483">[Insert]</td> <td data-bbox="754 365 983 483">[Insert consecutive number i]</td> <td data-bbox="983 365 1214 483">[Insert]</td> <td data-bbox="1214 365 1442 483">[Insert]</td> </tr> </tbody> </table> <p>"<b>R (final)</b>" means [the arithmetic mean of] the Level[s] of the Target Vol Strategy on the Final Observation Date[s].<br/> ] <p>"<b>R(k-1)</b>" means, for each Observation Date (k), the Reference Price on the Observation Date preceding that Observation Date (k). For R (k) (where k = 1), R (k-1) is equal to R (initial).]<br/> ["R (k)" means the Reference Price on the relevant Observation Date (k).]<br/> ["<b>Final Observation Date[s]</b>","<b>First Day of the Best-out Period</b>"]["<b>First Day of the Worst-out Period</b>"] [are][is] specified in the Annex to this Summary.<br/> <u><i>[In the case of Securities with a Best-out feature, the following applies:</i></u><br/> "<b>Best-out Period</b>" means [Insert relevant day(s)] from the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]<br/> <u><i>[In the case of Securities with a Worst-out feature, the following applies:</i></u><br/> "<b>Worst-out Period</b>" means [Insert relevant day(s)] between the First Day of the Worst-out Period (including) and the Final Observation Date (including).]</p> </p> | ISIN                         | i | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> | [Insert] | [Insert consecutive number i] | [Insert] | [Insert] |
|----------|-------------------------------|--|------------------------------|---|-------------------------------|------------------------------|----------|-------------------------------|----------|----------|
| ISIN     | i                             | Basket Component <sub>i</sub>  | Reference Price <sub>i</sub> |   |                               |                              |          |                               |          |          |
| [Insert] | [Insert consecutive number i] | [Insert]   | [Insert]                     |   |                               |                              |          |                               |          |          |
| C.11     | Admission to trading          | <p>[Application [has been] [will be] made for the Securities to be admitted to trading [with effect from [Insert expected date]] on the following regulated or other equivalent markets: [Regulated market of the Luxembourg Stock Exchange] [Insert relevant regulated or other equivalent market(s)].] [The first [trading] [listing] date will be specified in the admission notice published by [Insert relevant regulated or other equivalent market(s)].]</p> <p>[The Securities are already admitted to trading on the following regulated or other equivalent markets: [Insert relevant regulated or other equivalent market(s)].]</p> <p>[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 regulated or other equivalent markets: [Regulated market of the Luxembourg Stock Exchange] [Insert relevant regulated or other equivalent market(s)].]</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> <p>[[However,] [In addition,] application to [listing] [trading] [will be] [has been] made with effect from [Insert expected date] on the following [markets] [multilateral trading facilities (MTF)] [trading venues]: [Insert relevant market(s), MTF(s) or trading venue(s)].]</p> <p>[[However, the] [The] Securities are already [listed] [traded] on the following [markets] [multilateral trading facilities (MTF)] [trading venues]: [Insert relevant market(s), MTF(s) or trading venue(s)].]</p>   |                              |   |                               |                              |          |                               |          |          |



|        |  |   |
|--------|--|---|
|        |  | <p>[The <i>[Insert name of the Market Maker]</i> (the "<b>Market Maker</b>") undertakes to provide liquidity [through bid and offer quotes] in accordance with the market making rules of <i>[Insert relevant market(s), MTF(s) or trading venue(s)]</i>, where the Securities are expected to be [listed] [traded]. [The obligations of the Market Maker are regulated by the rules of [the markets organized and managed by <i>[Insert relevant market(s), MTF(s) or trading venue(s)]</i>, and the relevant instructions to such rules] [Borsa Italiana SeDeX MTF] [EuroTLX SIM S.p.A.] <i>[insert relevant market, MTF or trading venue]</i>. [Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than <i>[Insert percentage]</i>%.]</p>   |
| [C.15] | Effect of the underlying on the value of the securities <sup>6</sup> | <p><u><i>[Product Type 1: In the case of Twin-Win Garant Securities, the following applies:</i></u></p> <p>The value of the Securities during their term depends mainly on the price of the Underlying (as defined in C.20). In principle, the value of the Securities rises if the price of the Underlying rises or falls moderately and falls if the price of the Underlying stagnates or falls sharply.</p> <p>The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. If no Barrier Event has occurred, the Security Holder participates in the absolute Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary). 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. If a Barrier Event has occurred, the Security Holder participates <i>[In the case of Securities being issued for the first time under this Base Prospectus ("New Products"), insert: in accordance with the Participation Factor]</i> in the Performance of the Underlying, with any negative Performance also having a negative effect on the redemption payment. However, the redemption payment will be at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount. <i>[Insert for Twin-Win Cap Garant Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]</i></p> <p>If no Barrier Event has occurred, the "<b>Redemption Amount</b>" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1. 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>If a Barrier Event has occurred, the "<b>Redemption Amount</b>" is equal to the Nominal Amount multiplied by <i>[In the case of New Products, insert: the total of (i) the Floor Level and (ii) the difference, multiplied by the Participation Factor, between]</i> the Performance of the Underlying <i>[In the case of New Products, insert: and 1]</i>.</p> <p>A Barrier Event occurs if [any price of the Underlying reaches or falls below the Barrier during the Barrier Observation Period (as specified in the Annex to this Summary) in the case of continuous observation] [a Reference Price (as specified in the Annex to this Summary) falls below the Barrier (as specified in the Annex to this Summary) on a Barrier Observation Date (as specified in</p> |

<sup>6</sup> Information about this section C.15 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

the Annex to this Summary)]. [The Barrier is specified in the Annex to this Summary] [Barrier means Barrier Level x R (initial), where the Barrier Level is specified in the Annex to this Summary].

The Redemption Amount is not less than the Minimum Amount [*Insert for Twin-Win Cap Garant Securities: and not greater than the Maximum Amount*].]

[Product Type 2: In the case of Win-Win Garant Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying (as defined in C.20). In principle, the value of the Securities rises if the price of the Underlying rises or falls and falls if the price of the Underlying stagnates.

The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. The Security Holder participates in the absolute Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary). 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. However, the redemption payment will be at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount. [*Insert for Win-Win Cap Garant Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).*]

The "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

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 (-).

The Redemption Amount is not less than the Minimum Amount [*Insert for Win-Win Cap Garant Securities: and not greater than the Maximum Amount*].]

[Product Type 3: In the case of Icarus Garant Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying (as defined in C.20). In principle, the value of the Securities rises if the price of the Underlying rises moderately and falls if the price of the Underlying falls or rises sharply.

The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying. The Performance of the Underlying is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. If no Barrier Event has occurred, the redemption payment is based, in accordance with the Participation Factor, on the Performance of the Underlying, although a Minimum Amount (as specified in the Annex to this Summary) is repaid even in the event of negative Performance of the Underlying. The Minimum Amount is less than the Nominal Amount. If a Barrier Event has occurred, the

redemption payment is limited to a Bonus Amount (as specified in the Annex to this Summary).

If no Barrier Event has occurred, the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

If a Barrier Event has occurred, the "**Redemption Amount**" is equal to the Bonus Amount.

A Barrier Event occurs if [any price of the Underlying reaches or exceeds the Barrier during the Barrier Observation Period (as specified in the Annex to this Summary) in the case of continuous observation] [a Reference Price (as specified in the Annex to this Summary) exceeds the Barrier (as specified in the Annex to this Summary) on a Barrier Observation Date (as specified in the Annex to this Summary)]. [The Barrier is specified in the Annex to this Summary] [Barrier means Barrier Level x R (initial), where the Barrier Level is specified in the Annex to this Summary.].]

The Redemption Amount will not be less than the Minimum Amount.]

*[Product Type 4: In the case of Geoscope Securities, the following applies:*

The value of the Securities during their term depends mainly on the price of the Underlying (as defined in C.20). In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying (final) and on the occurrence of a Lock-in Event. The Performance of the Underlying (final) is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount.

Moreover, the respective Additional Amount (k) (as specified in the Annex to this Summary) is paid on the Additional Amount Payment Date (k) (as specified in the Annex to this Summary). The Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount (as specified in the Annex to this Summary) will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k) (as specified in the Annex to this Summary). D (k) is specified in the Annex to this Summary. Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than Strike Level. Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor (as specified in the Annex to this Summary).

*Additional Amount*

An Additional Amount (k) is paid if on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k). The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference

between the Geometric Average Performance of the Underlying (k) and Strike Level. [The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).] If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

An "**Income Payment Event**" means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level (as specified in the Annex to this Summary).

*Redemption Amount*

If a Lock-in Event has occurred on any Observation Date (k) the Redemption Amount corresponds to the Nominal Amount.

If no Lock-in Event has occurred on any Observation Date (k) the "**Redemption Amount**" at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying (final), where the Redemption Amount is not less than the Minimum Amount and not greater than the Maximum Amount (as specified in the Annex to this Summary).]

[Product Type 5: In the case of Barrier Geoscope Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Underlying (as defined in C.20). In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

[The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying (final), on the occurrence of a Lock-in Event and a Barrier Event. The Performance of the Underlying (final) is equal to the quotient of R (final) (as defined in C.19) as the numerator and R (initial) (as defined in C.19) as the denominator. The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount.]

Moreover, the respective Additional Amount (k) (as specified in the Annex to this Summary) is paid on the Additional Amount Payment Date (k) (as specified in the Annex to this Summary). The Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount (as specified in the Annex to this Summary) will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k) (as specified in the Annex to this Summary). D (k) is specified in the Annex to this Summary.

Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than Strike Level.

Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor (as specified in the Annex to this Summary).

*Additional Amount*

An Additional Amount (k) is paid if on an Observation Date (k) an Income

Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k). The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference between the Geometric Average Performance of the Underlying (k) and Strike Level. [The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).] If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

An "**Income Payment Event**" means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level (as specified in the Annex to this Summary).

*Redemption Amount*

If a Lock-in Event has occurred on any Observation Date (k) the Redemption Amount corresponds to the Nominal Amount.

If no Lock-in Event has occurred on any Observation Date (k) the "**Redemption Amount**" at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying (final), where the Redemption Amount is not less than the Minimum Amount and not greater than the Maximum Amount (as specified in the Annex to this Summary).]

[Product Type 6: In the case of Garant Basket Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Basket Components (as defined in C.20). In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

The redemption payment on the Final Payment Date (as defined in C.16) depends on the Performance of the Underlying. The Performance of the Underlying is the average performance of the Basket Components<sub>i</sub>, which are taken into account according to their Weightings<sub>i</sub> (as specified in the Annex to this Summary). The Performance of the respective Basket Component<sub>i</sub> is equal to the quotient of  $K_i$  (final) (as defined in C.19) and  $K_i$  (initial) (as defined in C.19). The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary), benefiting from rising Performance of the Underlying in relation to the Strike (as specified in the Annex to this Summary). The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount.

[Insert for Garant Cap Basket Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]

At the Final Payment Date the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Redemption Amount is not less than the Minimum Amount [Insert for Garant Cap Basket Securities: and not greater than the Maximum Amount].]

[Product Type 7: In the case of Garant Rainbow Securities, the following applies:

The value of the Securities during their term depends mainly on the price of the Basket Components (as defined in C.20). In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

The redemption payment on the Final Payment Date depends on the

Performance of the Underlying. The Performance of the Underlying is the total of the performances of the Basket Components<sub>i best</sub>, which are taken into account according to their weightings. The respective weighting of each Basket Component<sub>i</sub> depends on its Performance: The highest weighting is allocated to the Basket Component with the Best Performance, the second-highest Weighting<sub>i</sub> to the Basket Component with the second-best Performance, and so on. The Performance of the respective Basket Component<sub>i best</sub> is equal to the quotient of  $K_{i best}$  (final) (as defined in C.19) and  $K_{i best}$  (initial) (as defined in C.19) multiplied by the respective Weighting<sub>i best</sub> (as specified in the Annex to this Summary). The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor (as specified in the Annex to this Summary), benefiting from rising Performance of the Underlying in relation to the Strike (as specified in the Annex to this Summary). The redemption payment is at least equal to a Minimum Amount (as specified in the Annex to this Summary). The Minimum Amount is less than the Nominal Amount. *[Insert for Garant Cap Rainbow Securities: In addition, the redemption payment is limited to a Maximum Amount (as specified in the Annex to this Summary).]*

At the Final Payment Date the "**Redemption Amount**" is equal to the Nominal Amount multiplied by the total of (i) the Floor Level (as specified in the Annex to this Summary) and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Redemption Amount is not less than the Minimum Amount *[Insert for Garant Cap Rainbow Securities: and not greater than the Maximum Amount].]*

*[Product Type 8: In the case of Garant Performance Telescope Basket Securities, the following applies:*

Garant Performance Telescope Basket Securities are Securities where the redemption on the Final Payment Date is based on the Performance of the Underlying. The Underlying is a basket consisting of a number of Basket Components. The Performance of the Underlying (basket) is equal to the average Performance of the Basket Components, which are taken into account according to their Weighting. The Security Holder participates in the Performance of the Underlying in accordance with the Final Participation Factor benefiting from rising Performance of the Underlying in relation to the Final Strike Level. The Performance of the Underlying means the arithmetic mean Performance of the relevant Basket Components<sub>i</sub> (as defined in C.20) on the Final Observation Date (as specified in C.16), which are taken into account according to their Weighting<sub>i</sub> (as specified in the Annex to this Summary). The Performance of the relevant Basket Component<sub>i</sub> is equal to  $K_i$  (final) (as defined in C.19) divided by  $K_i$  (initial) (as defined in C.19).

The Security Holder receives at least one specified minimum redemption payment. [The Redemption Amount is less than the Nominal Amount. *[In the case of Garant Performance Telescope Cap Basket Securities, the following applies:* Furthermore, the Redemption Amount will not be greater than the Maximum Amount.]

Furthermore, [upon occurrence of an Income Payment Event,] on the respective Additional Amount Payment Date (k) an Additional Amount (k) is paid, the amount of which depends on the Performance of the Underlying (k), taking into account the Participation Factor (as specified in the Annex to this Summary) and the respective D (k) (as specified in the Annex to this Summary). The "**Performance of the Underlying (k)**" is the average Performance of the relevant Basket Components<sub>i</sub> on the relevant Observation Date (k), which are taken into account according to their Weighting<sub>i</sub>. The Performance of the relevant Basket Component<sub>i</sub> on the relevant Observation Date (k) is equal to  $K_i$  (k) divided by  $K_i$  (initial).  $K_i$  (k) means the Reference

Price of the Basket Component; on the respective Observation Date (k).

### **Additional Amount**

[If an Income Payment Event occurs on an Observation Date (k) (as specified in the Annex to this Summary), the respective Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) (as specified in the Annex to this Summary).

An "**Income Payment Event**" means that the Performance of the Underlying (k) is greater than the Strike (as specified in the Annex to this Summary).]

[The Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) (as specified in the Annex to this Summary).]

The "**Additional Amount (k)**" is equal to the Nominal Amount x (Performance of the Underlying (k) - Strike) x Participation Factor x 1/D (k).

[The Additional Amount (k) is not less than the Minimum Additional Amount (k) (as specified in the Annex to this Summary).]

[The Additional Amount (k) is not greater than the Maximum Additional Amount (k) (as specified in the Annex to this Summary).]

### **Redemption**

The Securities will be redeemed on the Final Payment Date (as defined in C.16) at the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Final Participation Factor x (Performance of the Underlying - Final Strike Level)). The Redemption Amount shall not be less than the Minimum Amount [*In the case of Garant Performance Telescope Cap Basket Securities, the following applies:* and shall not be greater than the Maximum Amount].]

The Floor Level, the Final Participation Factor, the Final Strike Level[,] [and] the Minimum Amount [and the Maximum Amount] are specified in the Annex to this Summary.]

[Product Type 9: In the case of Securities linked to Target Vol Basket Strategies, insert:

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "**Level of the Target Vol Strategy**"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date (as defined in C.16) depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "**Dynamic Weighting**") depends on the volatility of the Underlying relative to the Target Volatility. The Reference Rate is taken into account with a weight at the difference between 100% and the Dynamic Weighting. Generally speaking [(without considering the deduction of fees)]: If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight, and the Reference Rate is taken into account with a positive weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight, and the Reference Rate is taken into account with a negative weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount. The Minimum Amount is less than the Nominal Amount.

The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x  $(R(\text{final}) / R(\text{initial}) - \text{Strike}))$ ).

The Redemption Amount is not less than the Minimum Amount.

Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Reference Rate, Strike and Target Volatility are specified in the Annex to this Summary.

["**R (initial)**"] means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s] (as defined in C.16.) R (final) is defined in C.19.]]

[Product Type 10: In the case of Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out, the following applies:

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "**Level of the Target Vol Strategy**"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date (as defined in C.16) depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "**Dynamic Weighting**") depends on the volatility of the Underlying relative to the Target Volatility. Generally speaking [(without considering the deduction of fees)]: If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount. The Minimum Amount is less than the Nominal Amount.

The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "**Redemption Amount**"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x  $(\text{Modified Average Performance} - \text{Strike}))$ ).

The Redemption Amount is not less than the Minimum Amount.

Modified Average Performance is the arithmetic mean of the quotients of R (1) as nominator and R (initial) as denominator provided that quotients are only considered in the calculation of the arithmetic mean with not less than the value of the respective Local Floor (1) [and with not more than the value of the respective Local Cap (1)].

Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Strike, Target Volatility[, Local Cap (1)] and Local Floor (1) are specified in the Annex to this Summary.

["**R (initial)**"] means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s] (as defined in C.16.) R (1) is the Level of the Target Vol Strategy on the Observation Date (1) (as specified in the Annex to this Summary).]



|       |   |  |
|-------|---|--|
|       |   | <p><u>[Product Type 11: In the case of Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out, the following applies:</u></p> <p>The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy (the "<b>Level of the Target Vol Strategy</b>"), which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting and certain fees. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.</p> <p>Redemption on the Final Payment Date (as defined in C.16) depends on the performance of the Level of the Target Vol Strategy. The Dynamic Weighting (the "<b>Dynamic Weighting</b>") depends on the volatility of the Underlying relative to the Target Volatility. Generally speaking [(without considering the deduction of fees)]: If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount. The Minimum Amount is less than the Nominal Amount.</p> <p>The Securities are redeemed on the Final Payment Date by payment of the Redemption Amount (the "<b>Redemption Amount</b>"). The Redemption Amount is equal to the Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).</p> <p>Modified Average Performance is the arithmetic mean of the quotients of R (l) as nominator and R (initial) as denominator provided that quotients are only considered in the calculation of the arithmetic mean with not less than the value of the respective Local Floor (l) [and with not more than the value of the respective Local Cap (l)].</p> <p>The Redemption Amount is not less than the Minimum Amount.</p> <p>Floor Level, Maximum Weight, Minimum Amount, Minimum Weight, Participation Factor, [R (initial),] Strike, Target Volatility[, Local Cap (l)] and Local Floor (l) are specified in the Annex to this Summary.</p> <p>["<b>R (initial)</b>"] means the [arithmetic mean of the] Level[s] of the Target Vol Strategy on the Initial Observation Date[s] (as defined in C.16).] R (l) is the Level of the Target Vol Strategy on the Observation Date (l) (as specified in the Annex to this Summary).]</p> |
| [C.16 | The expiration or maturity date of the derivative securities – the exercise date or final reference date <sup>7</sup> | <p>["<b>Final Observation Date[s]</b>" [,][<b>"First Day of the Best-out Period"</b>][<b>"First Day of the Worst-out Period"</b>] and the] "<b>Final Payment Date</b>" [are][is] specified in the Annex to this Summary.]</p> <p><u>[In the case of Securities with a Best-out feature, the following applies:</u></p> <p>"<b>Best-out Period</b>" means [Insert relevant day(s)] from the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]</p> <p><u>[In the case of Securities with a Worst-out feature, the following applies:</u></p> <p>"<b>Worst-out Period</b>" means [Insert relevant day(s)] between the First Day of the Worst-out Period (including) and the Final Observation Date (including).]</p>  |

<sup>7</sup> Information about this section C.16 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

|        |   |  |
|--------|---|--|
|        |   | <p>[The "<b>Interest Payment Date[s]</b>" [is] [are] [specified in the table in the Annex to this summary] [<i>Insert day and month(s)</i>] in each year] [First Interest Payment Date and each date that follows [Insert number of months] month[s] after the First Interest Payment Date or the preceding Interest Payment Date in each case. The last Interest Payment Date means the Interest End Date. First Interest Payment Date and Interest End Date are specified in the table in the Annex to this summary].]</p> <p>[Interest Payment Dates may be subject to postponements.]]</p>   |
| [C.17] | Settlement procedure of the securities <sup>8</sup>                             | <p>All payments shall be made to [<i>Insert name and address of paying agent</i>] (the "<b>Principal Paying Agent</b>"). 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.</p> <p>The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.</p> <p>"<b>Clearing System</b>" means [<i>Insert</i>].]</p>   |
| [C.18] | Description of how any return on derivative securities takes place <sup>9</sup> | <p>See also Element C. 15 above.</p> <p>[Payment of the Interest Amount on each Interest Payment Date.]</p> <p><u>[In the case of Geoscope Securities insert:</u></p> <p>Payment of the Additional Amount (k) on the Additional Amount Payment Date (k).]</p> <p>[Payment of the Redemption Amount on the Final Payment Date [upon automatic exercise].]</p> <p><u>[In the case of Geoscope Securities insert:</u></p> <p>The Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency.</p> <p>The "<b>Redemption Amount</b>" is equal to the Minimum Amount.</p> <p>The "<b>Minimum Amount</b>" is defined in the Annex to this Summary.]]</p>  |
| [C.19] | Exercise price or final reference price of the underlying <sup>10</sup>         | <p>["<b>R (initial)</b>"] is specified in the table in the Annex to this summary.]</p> <p>["<b>R (initial)</b>"] means the Reference Price on the Initial Observation Date.]</p> <p>["<b>R (initial)</b>"] means the equally weighted average [(arithmetic mean)] of the products of Reference Prices and Reference Price Adjustment Factors, determined on the Initial Observation Dates.]</p> <p>["<b>R (initial)</b>"] means the equally weighted average (arithmetic mean) of the Reference Prices specified on the Initial Observation Dates.]</p> <p>["<b>R (initial)</b>"] means the [highest][lowest] value of the product of Reference Price and Reference Price Adjustment Factor during the [Best][Worst]-in Period.]</p> <p>["<b>R (initial)</b>"] means the [highest] [lowest] Reference Price on [each of the Initial Observation Dates] [each [<i>Insert relevant day(s)</i>] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including)].]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] is specified in the table in the Annex to this summary.]</p> |

<sup>8</sup> Information about this section C.17 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

<sup>9</sup> Information about this section C.18 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

<sup>10</sup> Information about this section C.19 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

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|  | <p>["<b>K<sub>i</sub> (initial)</b>"] means the Reference Price<sub>i</sub> [of the Basket Component<sub>i</sub>] on the Initial Observation Date.]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub> specified on the Initial Observation Dates.]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] means the [highest][lowest] Reference Price<sub>i</sub> on [each of the Initial Observation Dates] [each [<i>Insert relevant date(s)</i>] between the First Day of the [Best] [Worst]-in Period (including) and the Last Day of the [Best] [Worst]-in Period (including).]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] is specified in the table in the Annex to this summary.]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] means the highest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Best-in Period.]</p> <p>["<b>K<sub>i</sub> (initial)</b>"] means the lowest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Worst-in Period.]</p> <p>["<b>K<sub>i best</sub> (initial)</b>"] means K<sub>i</sub> (initial) of the Basket Component<sub>i best</sub>.]</p> <p><u>[In the case of Securities with a final Reference Price observation, the following applies: "<b>R (final)</b>" means [the value of the product of] [the Reference Price (as defined in the Annex to this Summary)] [and Reference Price Adjustment Factor] on the Final Observation Date.]</u></p> <p><u>[In the case of Securities with a final average observation, the following applies: "<b>R (final)</b>" means the equally weighted average (arithmetic mean) of [the products of] of [the Reference Prices (as defined in Annex to this Summary)] [and Reference Price Adjustment Factor], specified on the Final Observation Dates (as defined in C.16).]</u></p> <p><u>[In the case of Securities with a [Best-out] [Worst-out] observation, the following applies:</u></p> <p>"<b>R (final)</b>" means the [highest][lowest] [value of the Product of] [[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]] [value of the product of Reference Price and Reference Price Adjustment Factor during the Best-out Period].]</p> <p><u>[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:</u></p> <p>The "<b>Reference Price Adjustment Factor</b>" is a factor determined by the Calculation Agent. Its purpose is to take into account distributions made by the Underlying (after deduction of tax or other duties, retention, deductions or other charges) when calculating the Redemption Amount. The method used to determine the Reference Price Adjustment Factor is specified in the Final Terms.]</p> <p><u>[In the case of Securities with a final Reference Price observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the [Reference Price of the Basket Component<sub>i</sub>] specified on the Final Observation Date[s].]</p> <p><u>[In the case of Securities with a final average observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the equally weighted average (arithmetic mean) of [the Reference Prices (as defined in Annex to this Summary)] specified on the Final</p> |
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|          |                               | <p>Observation Date[s].]</p> <p><u>[In the case of Securities with a [Best-out] [Worst-out] observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the [highest][lowest][value of the Product of] [Reference Price (as defined in Annex to this Summary)] on [each of the Final Observation Dates] [each relevant day (as specified in the Annex to this Summary) 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)].]</p> <p><u>[In the case of Garant Fund Basket Securities, the following applies:</u></p> <table border="1" data-bbox="523 488 1442 698"> <thead> <tr> <th data-bbox="523 488 753 577">ISIN</th> <th data-bbox="753 488 983 577">i</th> <th data-bbox="983 488 1212 577">Basket Component<sub>i</sub></th> <th data-bbox="1212 488 1442 577">Reference Price<sub>i</sub></th> </tr> </thead> <tbody> <tr> <td data-bbox="523 577 753 698">[Insert]</td> <td data-bbox="753 577 983 698">[Insert consecutive number i]</td> <td data-bbox="983 577 1212 698">[Insert]</td> <td data-bbox="1212 577 1442 698">[Insert]</td> </tr> </tbody> </table> <p data-bbox="523 712 539 743">]</p> <p><u>[In the case of Securities with final reference price observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the Reference Price of the Basket Component<sub>i</sub> on the Final Observation Date (as defined in C.16).]</p> <p><u>[In the case of Securities with final average observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub>, determined on the Final Observation Dates (as defined in C.16).]</p> <p><u>[In the case of Securities with Best-out observation, the following applies:</u></p> <p>"<b>K<sub>i</sub> (final)</b>" means the highest Reference Price of the Basket Component<sub>i</sub> during the Best-out Period.]</p> <p><u>[In the case of Garant Fund Rainbow Securities, the following applies:</u></p> <table border="1" data-bbox="523 1214 1442 1424"> <thead> <tr> <th data-bbox="523 1214 753 1303">ISIN</th> <th data-bbox="753 1214 983 1303">i</th> <th data-bbox="983 1214 1212 1303">Basket Component<sub>i</sub></th> <th data-bbox="1212 1214 1442 1303">Reference Price<sub>i</sub></th> </tr> </thead> <tbody> <tr> <td data-bbox="523 1303 753 1424">[Insert]</td> <td data-bbox="753 1303 983 1424">[Insert consecutive number i]</td> <td data-bbox="983 1303 1212 1424">[Insert]</td> <td data-bbox="1212 1303 1442 1424">[Insert]</td> </tr> </tbody> </table> <p data-bbox="523 1438 539 1469">]</p> <p><u>[In the case of Securities with final reference price observation, the following applies:</u></p> <p>"<b>K<sub>i best</sub> (final)</b>" means the Reference Price of the Basket Component<sub>i best</sub> on the Final Observation Date (as defined in C.16).]</p> <p><u>[In the case of Securities with final average observation, the following applies:</u></p> <p>"<b>K<sub>i best</sub> (final)</b>" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i best</sub>, determined on the Final Observation Dates (as defined in C.16).]</p> <p><u>[In the case of Securities with Best-out observation, the following applies:</u></p> <p>"<b>K<sub>i best</sub> (final)</b>" means the highest Reference Price of the Basket Component<sub>i best</sub> during the Best-out Period.]</p> <p><u>[In the case of Securities linked to Target Vol Strategies and Securities linked to Target Vol Basket Strategies, the following applies:</u></p> | ISIN                         | i | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> | [Insert] | [Insert consecutive number i] | [Insert] | [Insert] | ISIN | i | Basket Component <sub>i</sub> | Reference Price <sub>i</sub> | [Insert] | [Insert consecutive number i] | [Insert] | [Insert] |
|----------|-------------------------------|--|------------------------------|---|-------------------------------|------------------------------|----------|-------------------------------|----------|----------|------|---|-------------------------------|------------------------------|----------|-------------------------------|----------|----------|
| ISIN     | i                             | Basket Component <sub>i</sub>  | Reference Price <sub>i</sub> |   |                               |                              |          |                               |          |          |      |   |                               |                              |          |                               |          |          |
| [Insert] | [Insert consecutive number i] | [Insert]   | [Insert]                     |   |                               |                              |          |                               |          |          |      |   |                               |                              |          |                               |          |          |
| ISIN     | i                             | Basket Component <sub>i</sub>  | Reference Price <sub>i</sub> |   |                               |                              |          |                               |          |          |      |   |                               |                              |          |                               |          |          |
| [Insert] | [Insert consecutive number i] | [Insert]   | [Insert]                     |   |                               |                              |          |                               |          |          |      |   |                               |                              |          |                               |          |          |

|             |   | <table border="1"> <tr> <td><b>ISIN</b></td> <td><b>i</b></td> <td><b>[Basket Component<sub>i</sub>]</b><br/><b>[Underlying]</b></td> <td><b>Reference Price<sub>i</sub></b></td> </tr> <tr> <td>[Insert]</td> <td>[Insert consecutive number i]</td> <td>[Insert]</td> <td>[Insert]</td> </tr> </table> <p>"<b>R (final)</b>" means [the arithmetic mean of] the Level[s] of the Target Vol Strategy on the Final Observation Date[s].<br/>]</p> <p>"<b>R(k-1)</b>" means, for each Observation Date (k), the Reference Price on the Observation Date preceding that Observation Date (k). For R (k) (where k = 1), R (k-1) is equal to R (initial).]</p> <p>"<b>R (k)</b>" means the Reference Price on the relevant Observation Date (k).]</p>  | <b>ISIN</b>                        | <b>i</b>    | <b>[Basket Component<sub>i</sub>]</b><br><b>[Underlying]</b> | <b>Reference Price<sub>i</sub></b> | [Insert]   | [Insert consecutive number i]       | [Insert]             | [Insert]   |                                  |          |                               |          |          |          |          |          |          |          |
|-------------|---|--|------------------------------------|-------------|--|------------------------------------|--|-------------------------------------|----------------------|--|----------------------------------|----------|-------------------------------|----------|----------|----------|----------|----------|----------|----------|
| <b>ISIN</b> | <b>i</b>  | <b>[Basket Component<sub>i</sub>]</b><br><b>[Underlying]</b>   | <b>Reference Price<sub>i</sub></b> |             |  |                                    |  |                                     |                      |  |                                  |          |                               |          |          |          |          |          |          |          |
| [Insert]    | [Insert consecutive number i]   | [Insert]   | [Insert]                           |             |  |                                    |  |                                     |                      |  |                                  |          |                               |          |          |          |          |          |          |          |
| [C.20]      | Type of the underlying and description where information on the underlying can be found <sup>11</sup> | <p>[Descriptions of the Underlying are specified in Annex to this Summary. For further information about the past and the future performance of the Underlying and its volatility, please refer to the Website (or any successor website), as specified in the Annex to this Summary.]</p> <p>"<b>Underlying</b>" means a basket with the following basket components (the "<b>Basket Components</b>"): </p> <table border="1"> <thead> <tr> <th>[ISIN ]</th> <th>i</th> <th>[Weighting (W<sub>i</sub>)]</th> <th>Basket Component<sub>i</sub></th> <th>[Bloomberg]</th> <th>[Currency of the Basket Components]</th> <th>Website<sub>i</sub></th> <th>[WK N<sub>i</sub>] [ISIN<sub>i</sub>] of the Basket Component<sub>i</sub></th> <th>[Reference Market<sub>i</sub>]</th> </tr> </thead> <tbody> <tr> <td>[Insert]</td> <td>[Insert consecutive number i]</td> <td>[Insert]</td> <td>[Insert]</td> <td>[Insert]</td> <td>[Insert]</td> <td>[Insert]</td> <td>[Insert]</td> <td>[Insert]</td> </tr> </tbody> </table> <p>.</p> <p>For further information about the past and the future performance of the Basket Components and their volatility, please refer to the Website<sub>i</sub> (or any successor website), as specified in the table above (or any successor website).]</p> | [ISIN ]                            | i           | [Weighting (W <sub>i</sub> )]                                | Basket Component <sub>i</sub>      | [Bloomberg]  | [Currency of the Basket Components] | Website <sub>i</sub> | [WK N <sub>i</sub> ] [ISIN <sub>i</sub> ] of the Basket Component <sub>i</sub> | [Reference Market <sub>i</sub> ] | [Insert] | [Insert consecutive number i] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] | [Insert] |
| [ISIN ]     | i   | [Weighting (W <sub>i</sub> )]  | Basket Component <sub>i</sub>      | [Bloomberg] | [Currency of the Basket Components]                          | Website <sub>i</sub>               | [WK N <sub>i</sub> ] [ISIN <sub>i</sub> ] of the Basket Component <sub>i</sub> | [Reference Market <sub>i</sub> ]    |                      |  |                                  |          |                               |          |          |          |          |          |          |          |
| [Insert]    | [Insert consecutive number i]   | [Insert]   | [Insert]                           | [Insert]    | [Insert]   | [Insert]                           | [Insert]   | [Insert]                            |                      |  |                                  |          |                               |          |          |          |          |          |          |          |

## D. RISKS

|     |   |   |
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| D.2 | Key information on the key risks that are specific to the | <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 <b>total loss</b> of their investment.</i></p> <ul style="list-style-type: none"> <li>• Macroeconomic risk</li> </ul> |
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<sup>11</sup> Information about this section C.20 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

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| Issuer | <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"> <li>• Systemic risk</li> </ul> <p>Risks from disruptions or the functional collapse of the financial system or parts of it.</p> <ul style="list-style-type: none"> <li>• Credit risk</li> </ul> <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"> <li>• Market risk</li> </ul> <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"> <li>• Liquidity risk</li> </ul> <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"> <li>• Operational risk</li> </ul> <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"> <li>• Business risk</li> </ul> <p>Risks of losses arising from unexpected negative changes in the business volume and/or margins.</p> <ul style="list-style-type: none"> <li>• Real estate risk</li> </ul> <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"> <li>• Financial investment risk</li> </ul> <p>Risk of losses resulting from fluctuations in the measurement of HVB Group's equity interest.</p> <ul style="list-style-type: none"> <li>• Reputational risk</li> </ul> <p>Risk of negative effects on the income statement caused by adverse reactions by stakeholders due to a changed perception of HVB Group.</p> <ul style="list-style-type: none"> <li>• Strategic risk</li> </ul> <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"> <li>• Regulatory risks</li> </ul> <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"> <li>• Pension risk</li> </ul> |
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|   |  | <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"> <li>• Risks arising from outsourcing activities</li> </ul> <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"> <li>• Risks from concentrations of risk and earnings</li> </ul> <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"> <li>• Risks from the stress testing measures imposed by ECB</li> </ul> <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"> <li>• Risks from inadequate risk measurement models</li> </ul> <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"> <li>• Unidentified/unexpected risks</li> </ul> <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.[3]<br><sup>12</sup> [6]<br><sup>13</sup> | 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 (including the delivery of any quantity of Underlyings or its components to be delivered) under the Securities and/or the ability of Security Holders to sell the Securities at a reasonable price prior to the Final Payment Date of the Securities.</p> <ul style="list-style-type: none"> <li>• <b>Potential conflicts of interest</b></li> </ul> <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 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"> <li>• <b>Key risks related to the Securities</b></li> </ul> <p><b><i>Key risks related to the market</i></b></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. Even in the case of an existing secondary market it cannot be ruled out that the Security Holder may not be in a position to dispose of the Securities in the case of an unfavourable development of the Underlying [or its components] or of a currency exchange rate, e.g. if such development occurs outside of the trading hours of the Securities. 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 Underlying-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</p> |

<sup>12</sup> Information about this section D.3 is only applicable in the case of Securities where the Issuer is obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

<sup>13</sup> Information about this section D.6 is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

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|  |  | <p>price risks arising from the Securities at any time.</p> <p><b><i>Key risks related to the Securities in general</i></b></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. 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). 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><b><i>[Risks related to Securities with fixed rate</i></b></p> <p>The Security Holder of a Security with fixed rate is exposed to the risk that the price of such Security falls as a result of changes in the market interest rate.]</p> <p><b><i>Risks related to Underlying-linked Securities</i></b></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 or a Basket Component occurs only at a specified date or point in time; (iv) risks due to only partial capital protection by the Minimum Amount; (v) risks arising from the impact of thresholds or limits; (vi) risks in relation to a Participation Factor; (vii) risks relating to a Strike Level, Final Strike Level and/or a Strike; (viii) risks related to Barrier Events (ix) risks due to a limitation of potential returns to a Maximum Amount or due to other limitations; (x) specific risks in respect of Garant Performance Telescope Basket Securities; (xi) specific risks in respect of Geoscope Securities; (xii) risks with respect to several Underlyings or a basket of Underlyings; (xiii) risk of postponement or alternative provisions for the valuation of the Underlying or the Basket Components; (xiv) risks in relation to Adjustment Events; (xv) risk of Market Disruptions; (xvi) risk of regulatory consequences to investors when investing in Underlying-linked Securities; (xvii) risks arising from negative effects of hedging arrangements by the Issuer on the Securities; (xviii) risks arising from the Issuer's Conversion Right; (xix) risks related to a target volatility strategy; (xx) risks related to Adjustment Events and (xxi) risks related to Market Disruption Events.</p> <p>• <b>Key risks related to the Underlying or its components</b></p> <p><b><i>General risks</i></b></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</p> |
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|  | <p>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><b><i>[Key risks related to shares</i></b></p> <p>(i) Similar risks to a direct investment in shares; (ii) investors have no shareholder rights; (iii) risks associated with ADRs/RDRs]</p> <p><b><i>[Key risks related to indices</i></b></p> <p>(i) Similar risks to a direct investment in index constituents; (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><b><i>[Key risks related to futures contracts</i></b></p> <p>(i) risks related to futures contracts as standardised transactions; (ii) risk of futures contracts with different delivery dates; (iii) no parallel development of spot price and futures price.]</p> <p><b><i>[Key risks related to commodities</i></b></p> <p>(i) Similar risks like a direct investment in commodities; (ii) higher risks than other asset classes; (iii) risks arising from price influencing factors; (iv) risks arising from trading in various time zones and on different markets.]</p> <p><b><i>[Key risks related to fund shares</i></b></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> |
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|  |  | <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> <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><b>[Investors may lose the value of their entire investment or part of it.]<sup>14</sup></b></p> |
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## E. OFFER

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| 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>.]</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</i></p> |

<sup>14</sup> Information is only applicable in the case of Securities where the Issuer is not obliged to pay to the holder at least 100% of the Nominal Amount due to the Terms and Conditions.

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|  |  | <p>the subscription period] to [Insert end date of the subscription period] [(both dates included)].]</p> <p>Issue Price: <i>[Insert]</i></p> <p>[A public offer will be made in [Croatia][,] [and] [the Czech Republic][,] [and] [Hungary][,] [and] [Italy][,] [and] [Luxembourg] [,] [and] [Poland] [,] [and] [the Slovak Republic].]</p> <p>[The smallest transferable [unit][amount] is <i>[Insert]</i>.]</p> <p>[The smallest tradable [unit][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 will be offered on a continuous basis.]</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> <p>[Subscription period: <i>[Insert first day of subscription period]</i> – <i>[Insert last day of subscription period]</i> [(<i>[Insert]</i> [p.m.] [a.m.] <i>[Insert]</i> local time)].]</p> <p>[Subscription orders are irrevocable [,] [except for provisions [in respect to the "door to door selling", in relation to which the subscription orders will be accepted starting from <i>[Insert first day of subscription period]</i> to <i>[Insert last day of door to door subscription period]</i>] [and] [in respect to the "long distance technique selling", in relation to which subscription orders will be accepted starting from <i>[Insert first day of subscription period]</i> to <i>[Insert last day of long distance technique selling subscription period]</i>] – unless closed in advance and without previous notice –] and will be satisfied within the limits of the maximum number of Securities on offer.]</p> <p><i>[In the case of Securities being offered to Italian consumers, the following applies:</i></p> <p>The Securities can be placed by the relevant Distributor through ["door to door selling" (through financial sales agents, pursuant to the articles 30 and 31 of the Italian Legislative Decree 24 February 1998, n. 58)] [or] ["long distance technique selling" (pursuant to the article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, n. 206)]. Therefore, the effects of the subscription agreements will be suspended [for seven days, with reference to those "door to door selling" [,] [and] [for fourteen days, with reference to "long distance technique selling"], from the date of the subscription by the investors. Within such terms, the investor can withdraw by means of a notice to the financial promoter or the Distributors without any liability, expenses or other fees according to the conditions indicated in the subscription agreement.]]</p> <p><i>[In the case of Securities being offered to Italian consumers, the following applies:</i></p> <p>The [Issuer] [relevant distributor] is the intermediary responsible for the placement of the Securities ('<i>Responsabile del Collocamento</i>'), as defined</p> |
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|     |   | <p>in article 93-bis of the Italian Legislative Decree 24 February 1998, n. 58 (as subsequently amended and supplemented).</p> <p>No specific allocation method is established. Subscription requests shall be satisfied by the relevant office in a chronological order and within the limits of the available amount.]</p> <p>[The effectiveness of the offer is subject to [the adoption of the admission provision for trading by <i>[Insert relevant market(s) or trading venue(s)]</i> prior to the Issue Date] [the confirmation, prior to the Issue Date, by <i>[Insert relevant market(s) or trading venue(s)]</i> on the admissibility of the payoff with start of trading on the [insert number of days] business day following the Issue Date]. The Issuer undertakes to request the admission to trading on <i>[Insert relevant market(s) or trading venue(s)]</i> in time for the adoption of the admission provision by the Issue Date.]</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>[With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the <i>[Insert relevant market(s), MTF(s) or trading venue(s)]</i>[:;].] [moreover] [[T][t]he <i>[Insert relevant market(s), MTF(s) or trading venue(s)]</i> [is] [are] organized and managed by <i>[Insert name]</i>, a company in which UniCredit S.p.A. – the Holding Company of UniCredit Bank AG as the Issuer – has a stake in.] [The Issuer is also [the arranger] [and] [the Calculation Agent] of the Securities.] [The Issuer or any of its affiliates [may] act[s] as a calculation agent or paying agent.]</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"> <li>• The Issuer specifies the Issue Price.</li> <li>• The Issuer and one of its affiliates act as Market Maker of the Securities (however, no such obligation exists).</li> <li>• Distributors may receive inducements from the Issuer.</li> <li>• The Issuer, any Distributor and any of their affiliates act as Calculation Agent or Paying Agent in relation to the Securities.</li> <li>• 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 price of the Underlying or its components.</li> <li>• The Issuer, any Distributor and any of their affiliates may issue securities in relation to the Underlying or its components on which already other securities have been issued.</li> <li>• The Issuer, any Distributor and any of their affiliates may possess or obtain material information about the Underlying or its components (including publicly not accessible information) in connection with its business activities or otherwise.</li> <li>• The Issuer, any relevant Distributor, and any of their affiliates may engage in business activities with the issuer of the Underlying or its components, its affiliates, competitors or guarantors.</li> <li>• The Issuer, any relevant 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 sponsor or issuer of the Underlying or its components.</li> </ul> |

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|     |   | <ul style="list-style-type: none"> <li>• [The Issuer, or one of its affiliates acts as index sponsor, index calculation agent, index advisor or index committee.]</li> <li>• [The Issuer or one of its affiliates acts as an investment advisor or manager of a fund used as Underlying.]</li> <li>• [The Underlying is issued by [UniCredit S.p.A., a] [another] company belonging to the UniCredit Group (Group Shares), to which also the Issuer of the Securities belongs to.]</li> </ul> |
| 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]<br>[Common Code]<br>[(C.1)] | [Reference Price]<br>[(C.10)]<br>[(C.19)]<br>[(C.15)] | [Final Observation Date[s]]<br>[(C.10)]<br>[(C.16)]<br>[(C.19)] | [Final Payment Date]<br>[(C.8)] [(C.9)]<br>[(C.16)] | [Minimum Amount]<br>[(C.9)]<br>[(C.15)] | [Maximum Amount]<br>[(C.10)]<br>[(C.15)] | [Underlying<br>[(C.10)][(C.15)]<br>[(C.20)] | [[Website]<br>[(C.10)]<br>[(C.20)] | [Participation Factor]<br>[(C.10)]<br>[(C.15)] | [Final Participa-tion Factor]<br>[(C.10)]<br>[(C.15)] | [Initial Observation Date[s]]<br>[(C.10)]<br>[(C.15)] | [Observation Date (l)]<br>[(C.10)]<br>[(C.15)]<br>[(C.16)]<br>[(C.19)] | [Final Observation Date[s]]<br>[(C.10)]<br>[(C.19)]<br>[(C.16)] | [Target Volatility]<br>[[C.10)]<br>(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]                                | [Insert]                                 | [Insert name of Under-lying and ISIN]       | [Insert]                           | [Insert]                                       | [Insert]  | [Insert]  | [Insert]   | [Insert]  | [Insert]                                   |

| [WKN] [ISIN]<br>[Common Code]<br>[(C.1)] | [i]                           | [R (initial)]<br>[(C.10)]<br>[(C.15)]<br>[(C.19)] | [R (final)]<br>[(C.10)]<br>[(C.15)]<br>[(C.19)] | [[Strike <sub>i</sub> ]<br>[Level]]<br>[Final Strike Level <sub>i</sub> ]<br>[(C.10)]<br>[(C.15)] | [Floor Level]<br>[(C.10)]<br>[(C.15)] | [[Reference Price] Adjustment Factor<br>[(C.10)]<br>[(C.15)] | [Rebate Amount]<br>[(C.10)]<br>[(C.15)] | [[K <sub>i</sub> (initial)]<br>[K, best (initial)]<br>[(C.10)]<br>[(C.15)]<br>[(C.19)] | [[Weighting]<br>[Weighting <sub>best</sub> ]<br>[Weighting]<br>[(C.10)]<br>[(C.15)] | [[Basket Component s]<br>[Basket Component si]<br>[(C.10)]<br>[(C.15)] | [Lock-in Factor ]<br>[(C.10)][(C.15)] | [[Barrier] [Barrier Level]<br>[(C.10)][(C.15)] | [Barrier Observatio n Period<br>[(C.10)][(C.15)] | [Barrier Observatio n Date<br>[(C.10)][(C.15)] | [First Day of the [Best-out Period] [Worst-out Period]<br>[(C.10)][(C.15)] | [[Best]-[Worst]-out-Period<br>[(C.10)][(C.15)] |          |
|--|-------------------------------|---|---|---|---------------------------------------|--|---|--|---|--|---------------------------------------|--|--|--|--|--|----------|
| [Insert]                                 | [Insert consecutive number i] | [Insert]  | [Insert]  | [Insert]  | [Insert]                              | [Insert]   | [Insert]                                | [Insert]   | [Insert]  | [Insert]   | [Insert]                              | [Insert]                                       | [Insert]   | [Insert]                                       | [Insert]   | [Insert]                                       | [Insert] |
| [Insert]                                 | [Insert consecutive number i] | [Insert]  | [Insert]  | [Insert]  | [Insert]                              | [Insert]   | [Insert]                                | [Insert]   | [Insert]  | [Insert]   | [Insert]                              | [Insert]                                       | [Insert]   | [Insert]                                       | [Insert]   | [Insert]                                       | [Insert] |

| [WKN] [ISIN] [Common Code]<br>[(C.1)] | [Minimum Weight<br>[(C.10)][(C.15)]] | [Maximum Weight<br>[(C.10)][(C.15)]] | [Local Cap (l)<br>[(C.10)][(C.15)]] | [Local Floor (l)<br>[(C.10)][(C.15)]] | [First Day of the [Best] [Worst]-out<br>Period<br>[(C.10)][(C.15)]] |
|---------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|---------------------------------------|---|
| [Insert]                              | [Insert]                             | [Insert]                             | [Insert]                            | [Insert]                              | [Insert]  |
| [Insert]                              | [Insert]                             | [Insert]                             | [Insert]                            | [Insert]                              | [Insert]  |

| [WKN] [ISIN]<br>[Common Code]<br>[(C.1)] | [k]      | [Observation Date<br>(k)<br>[(C.10)][(C.15)]<br>[(C.16)]<br>[(C.19)]] | [R [(k)][(k-1)]<br>[(C.10)][(C.15)]<br>[(C.19)]] | [[Strike[k][k-1]<br>[(C.10)][(C.15)]] | [Additional<br>[Unconditional]<br>Amount (l)<br>[(C.8)]<br>[(C.10)][(C.15)]] | [Additional<br>[Unconditional]<br>Amount Payment<br>Dates (l)<br>[(C.8)]<br>[(C.10)][(C.15)]] | [Additional<br>[Conditional]<br>Amount Payment<br>Dates (k)<br>[(C.8)]<br>[(C.10)][(C.15)]<br>[(C.18)]] | [[Maximum] Additional<br>[Conditional] Amount [(k)]<br>[(C.10)][(C.15)]] | [Minimum Additional<br>Amount (k)<br>[(C.10)][(C.15)]] | [D (k)<br>[(C.10)][(C.15)]<br>]] |
|--|----------|---|--|---------------------------------------|--|---|---|--|--|----------------------------------|
| [Insert]                                 | [Insert] | [Insert]  | [Insert]   | [Insert]                              | [Insert]   | [Insert]  | [Insert]  | [Insert]   | [Insert]   | [Insert]                         |
| [Insert]                                 | [Insert] | [Insert]  | [Insert]   | [Insert]                              | [Insert]   | [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 on the purchase of the Securities (including any Incidental Expenses) (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 Underlying or its components) or a **total loss** (e.g. in the case of a substantially unfavourable performance of the Underlying or of an insolvency of the Issuer) of his investment.*

*The Base Prospectus, including these risk factors, and the 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.*

*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, (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 Final Payment Date of 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 441 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**") (as defined below under "Potential conflicts related to other functions of the Issuer - calculation agent or paying agent") 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 initially 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 their 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 be influenced substantially. 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*

Distributors may receive from the Issuer or its affiliates 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 in 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, by i.e. by exercising its reasonable discretion (pursuant to § 315 et seq. German Civil Code, *Bürgerliches Gesetzbuch*, "**BGB**"), if the governing law of the Securities is German law or, respectively, by acting in accordance with relevant market practice and in good faith if the governing law of the Securities is Italian law. 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 Underlying-linked Securities***

The Securities are linked to the performance of a single underlying or a basket (the "**Underlying**") or its components, as the case may be. 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 their affiliates may from time to time, without regard to the interests of the Security Holders, participate in transactions involving shares or other securities, fund shares, future 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 Underlying or its components, in particular, following hedging transactions in Underlyings with an already restricted liquidity.

*Potential conflicts of interest related to the issuance of additional securities linked to the same Underlying or to its components*

The Issuer, any Distributor and any of their affiliates may issue securities with respect to the Underlying or its components on which securities already have been issued. This increases the offer and, therefore, may limit the possibility to trade the Securities in case of limited demand. An issuance of such new competing securities may, therefore, adversely affect the tradability of the Securities.

*Potential conflicts of interest related to 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 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 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 Underlying or its components.

*Potential conflicts 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 another issuer. 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 Underlying or its components.

## **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 or 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 application 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 which may have a negative effect on the liquidity and the market prices of the Securities.

Neither the Issuer nor any Distributor or any of their 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 or her 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 Underlying or its Components or of a Currency Exchange Rate, 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 or her Securities may be substantially lower than the nominal amount or 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 suffer a loss. In addition, costs associated with the sale of the Securities in the Secondary Market (e.g. order fees or trading venue fees) may increase the loss.

*Risks related to market value-influencing factors*

The market value of the Securities will be affected by a number of factors. These include 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, if applicable, the remaining term of the Securities as well as additional Underlying-related factors influencing the market value (as described in *Risks arising from the influence of the Underlying or its components on the market value of the Securities*).

*Risk 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 carry out transactions to hedge against price risks resulting from the Securities, or when such transactions are very difficult to carry out, 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 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 industrialised countries (the "**Industrialised Countries**"). In the event 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 carry out transactions only at a market price that is disadvantageous to them.

**2. Risks related to the Securities in general**

*Credit risk of the Issuer*

The Securities constitute unsecured obligations of the Issuer vis-à-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to his or her 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 any 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 a realization of the credit risk of the Issuer the Security Holder may sustain a total loss of his capital, even if the Securities provide for minimum payment at their maturity.**

*Possible limitations of the legality of purchase and lack of suitability of the Securities*

There is a 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 cannot be ruled out that, *inter alia*, 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 (i.e. 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 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 and senior liabilities. The relevant contractual documentation and, where applicable, the prospectus must explicitly refer to the lower ranking of these 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 a 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 (such as an exchange rate or a market rate) may be determined by the Issuer 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 (such as interest, redemption, and handling fees) 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 to be 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 a commercially reasonable manner in its reasonable discretion (§ 315 BGB et seq.), if the governing law of the Securities is German law or, respectively, by acting in accordance with relevant market practice and in good faith if the governing law of the Securities is Italian law. 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 ("**Inflation**"). The higher the rate of Inflation, the lower 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 purchasers 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, 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 not only to rely on the tax summary contained in this document but also 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 (i) U.S. equities, (ii) certain indices that contain U.S. equities as an Underlying or (iii) have U.S. equities as a Basket 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, the Initial Observation Date 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 exceeds the individual Purchase Price of the Security Holder. The Redemption Amount may also be lower than the nominal amount of the Securities.

#### *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.

### **3. Risks related to Underlying-linked Securities**

Amounts to be distributed under the Securities will be determined by reference to an Underlying or its components using a payment formula and other conditions, as specified in the Final Terms (the "**Underlying-linked Securities**"). This brings in addition to the risks that arise in connection with the Securities themselves, further significant risks which are not associated with a similar investment in a conventional fixed or floating rate bond with a claim for repayment of the nominal amount or a direct investment in the Underlying or its components. 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 or the Basket Components on the market value of the Securities*

Potential investors should be aware that the market value of the Securities may be very volatile depending on the volatility of the Underlying or the Basket Components.

The market value of the Securities is primarily influenced by changes in the price of the Underlying or the Basket Components to which the Securities are linked. The price of the Underlying or the Basket

Components 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 or the Basket Components will develop in the future.

Potential investors should note that whilst the market value of the Securities is linked to the value of the Underlying or the Basket Components 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 or the Basket Components may increase in value. Especially for Underlyings or the Basket Components with a high volatility this may lead to amounts payable being significantly less than the value of the Underlying or the Basket Components prior to the Observation Date might have suggested.

*Risks arising from the fact that the valuation of the Underlying or a Basket Component occurs only at a specified date or point in time*

The amounts payable under the Securities may be calculated by reference to a valuation of the Underlying or the Basket Components on an Observation Date as specified in the Final Terms and may not consider the performance of the Underlying or the Basket Components prior to such Observation Date. Even if the Underlying or the Basket Components performed positively up to the period prior to the Observation Date and if the value of the Underlying or the Basket Components only decreased on such an Observation Date, the calculation of the amounts payable only grounds on the value of the Underlying or the Basket Components on the relevant Observation Date. Especially for Underlyings or Basket Components showing a high volatility this may lead to amounts payable being significantly less than the value of the Underlying or the Basket Components on the Observation Date has suggested. Where the Underlying or a Basket Components 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 where the Minimum Amount provides only partial capital protection*

Potential investors should note that the Minimum Amount payable on the Final Payment Date may be less than the Nominal Amount. The Minimum Amount is specified in the Final Terms of the Securities. Furthermore, the Minimum Amount can always be less than the Issue Price or the individual Purchase Price paid by the Security Holder for the acquisition of the Securities (also taking into account any commissions and acquisition costs). Consequently, the Security Holder may **lose a significant portion of the capital invested** despite the fact that partial capital protection is provided by the Minimum Amount.

*Risks arising from the impact of thresholds or limits*

If specified in the Final Terms, any 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 Redemption Amount, as specified in the Final Terms, may result in the Security being not in economic terms similar to a direct investment in the relevant Underlying or the Basket Components, in particular because the Security Holder does not participate in the relevant performance by a 1:1 ratio, but in a ratio corresponding to the Participation Factor or Final Participation Factor in accordance with the Final Terms. If the Participation Factor or Final Participation Factor is less than 1, a Security Holder may therefore, in the event that the Underlying or the Basket Components perform favourably from its point of view, participate in the performance to a smaller extent in accordance with the applicable Participation Factor or Final Participation Factor as specified in the Final Terms. If the Participation Factor or Final Participation Factor is greater than 1, the Security Holder may, in the event that the Underlying or the Basket Components perform unfavourably from its point of view, bear an increased risk of losing the capital invested in comparison with a direct investment in the Underlying or in the Basket Components.

*Risks with respect to a Floor Level, a Strike Level, Final Strike Level and/or a Strike*

The factors "Floor Level", "Strike Level", "Final Strike Level" or and "Strike" which as the case may be must be considered when specifying the Redemption Amount may reduce the participation of the Security Holders in a positive price performance compared to a direct investment in the Underlying or Basket Components:

If the Strike Level, Final Strike Level or Strike as the case may be is greater than 100% (of the Reference Price of the Underlying on the Initial Observation Date), the Security Holder participates in a positive price performance starting from the Strike, this means, the positive price performance in the amount of the difference of the Strike Level or Strike and 100 % (of the Reference Price of the Underlying on the Initial Observation Date) remains unconsidered.

If the Floor Level is less than the Strike Level, Final Strike Level or the Strike as the case may be, this again may lead to a participation of the Security Holder in the Underlying to a smaller extent compared to a direct investment in the Underlying or Basket Components.

The negative consequences of these factors may compensate each other in partial or in total, but may also mutually reinforce one other. Investors which did not understand the mathematic function of the redemption profile should seek advice before purchasing the Securities.

*Risks related to Barrier Events*

If in case of Securities with a barrier event (the "**Barrier Event**"), as specified in the Final Terms, if a Barrier Event occurs, in particular, a payment under the Securities may be limited or a more advantageous pay-out formula may be disapplied. In any case the Security Holder may lose his invested capital in part. The occurrence of a Barrier Event depends on the performance of the Underlying or Basket Components.

The risk that a Barrier Event occurs depends on whether the Final Terms provide for a date-related barrier observation, a daily barrier observation or a continuous barrier observation (intra day). A daily barrier observation and a continuous barrier observation may even increase the risk of an occurrence of a Barrier Event. The risk of the occurrence of a Barrier Event increases as closer the underlying barrier (which may also lie at or above the initial price of the Underlying) lies to the current price of the Underlying. The risk also depends on the length of the respective barrier Observation Period, on the number of dates on which the Barrier Event may occur and on the volatility of the Underlying or Basket Components.

*Risks with respect to a Floor Level below 100%*

The level of the amounts payable on the basis of the Securities may depend to a very great extent on a Floor Level. If the Floor Level is below 100%, this may mean that the Securities are not comparable in economic terms to a direct investment in the Underlying or the Basket Component, in particular because the Security Holder in such a case participates in the relevant performance to a lesser extent, not in a 1:1 ratio, but in a ratio corresponding to the Floor Level. The Security Holder may participate only to a smaller extent in any favourable development of the Underlying or of one of the Basket Components from its point of view or may even suffer a loss in such a case, and may suffer a loss to a greater extent in the event of unfavourable performance of the Underlying or of one of the Basket Components from its point of view.

*Risks due to a limitation of potential returns to a Maximum Amount or due to other limitations*

Potential investors should be aware that the amounts to be payable according to the Final Terms, may be limited to the Maximum Amount as provided for in the Final Terms. As a consequence, the potential return from the Securities is in such case, and in contrast to a direct investment in the Underlying or the Basket Components limited to the Maximum Amount.

*Specific risks in respect of Garant Performance Telescope Basket Securities and Telescope Securities linked to Target Vol Strategy*

In the case of Garant Performance Telescope Basket Securities and Telescope Securities linked to Target Vol Strategy the level of the Additional Amount depends on the Performance of the Underlying (k). The degree of participation depends not only on the Participation Factor, but also on the denominator D (k),

which has the same effect as a Participation Factor and can vary during the term of the Securities. In this context, a lower denominator D (k) leads to increased participation in the Performance of the Underlying (k), whereas a higher denominator D (k) leads to a lower Participation Rate.

*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.), if the governing law of the Securities is German law or, respectively, by acting in accordance with relevant market practice and in good faith if the governing law of the Securities is Italian law.

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. If a replacement is not possible, the Issuer may be entitled to apply its Issuer's Conversion Right. The Securities Holder are in this case subject to the risks described under "*Risks arising from the Issuer's Conversion Right*" below.

*Specific risks in respect of Geoscope Securities and Barrier Geoscope Securities*

In the case of Geoscope Securities and Barrier Geoscope Securities the level of the Additional Amount depends on the Geometric Average Performance of the Underlying (k). The degree of participation depends not only on the Participation Factor, but also on the denominator D (k), which has the same effect as a Participation Factor and can vary during the term of the Securities. In this context, a lower denominator D (k) leads to increased participation in the Geometric Average Performance of the Underlying (k), whereas a higher denominator D (k) leads to a lower Participation Rate

*Risks with respect to several Underlyings or a basket of Underlyings*

The Underlying is a basket consisting of several components. The redemption and value of the Securities depend on the Performance of the basket, i.e. of all Basket Components together. There is therefore a risk that the negative Performance of one Basket Component or of some of the Basket Components may offset the positive Performance of other Basket Components, with a negative impact on the redemption or the value of the Securities. Any possible diversification of risk using the Basket Components is restricted or non-existent in particular if the Basket Components have similar features, e.g. if they are linked to each other in geographical terms.

The components of the basket may be weighted equally or differently, if appropriate, according to the weighting factor. The Weighting of the Basket Components may significantly amplify a negative event or negative development in relation to one Basket Component or of some of the Basket Components and therefore also the negative impact on the value and/or redemption of the Note. The possibility cannot be ruled out that Security Holders may incur considerable losses even if a negative development has occurred only in relation to one Basket Component.

*Risk of postponement or alternative provisions for the valuation of the Underlying or the Basket Components*

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 or the Basket Components respectively including a determination of the value of such Underlying or such a Basket Component, 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 discretion and/or to replace the Underlying or its Components, as the case may be. Although these adjustments aim at retaining the economic situation of the Security Holders unchanged to the largest extent possible, it cannot be guaranteed that such an adjustment only leads to a minimal negative economic impact. Adjustment Events may have a substantial negative impact on the value and the future performance of the Securities as well as on the amounts to be distributed under the Securities and can

change the structure and/or the risk profile of the Securities. If such adjustments in accordance with the Final Terms are impossible or not reasonable for the Issuer and/or the Security Holders, the Issuer may call the Securities and redeem them at their market value.

*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 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.

*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 or Basket Component 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.

*Risks arising from the Issuer's Conversion Right*

Upon the occurrence of a Conversion Event the Securities are converted, i.e. the Settlement Amount is paid on the Final Payment Date. 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 is equal to the market value of the Securities (without taking into account future

interest payments on the Securities) plus interest accrued on such determined market value up to the Final Payment Date at the market rate of interest being traded at that time for liabilities of the Issuer with the same remaining term as the Securities. However, the Security Holder receives at least the Minimum Amount. If the market value of the Securities plus accrued interest at the time of the conversion or, where relevant, the Minimum Amount is less than the Purchase Price of the Securities, the respective Security Holder will suffer a **partial loss of its investment**. In addition, the Security Holder bears the risk that its expectations of an increase in the market value of the Securities will no longer be met as a result of the conversion.

*Risks related to a target volatility strategy*

A target volatility strategy (the "**Target Vol Strategy**"), if provided for in the Final Terms, dynamically adjusts exposure to the Underlying and its components, as specified in the Final Terms, depending on the volatility of the Underlying.

The performance of the Target Vol Strategy may be substantially different from the performance of the Underlying or its components. The exposure of the Target Vol Strategy to the Underlying or its components can be very low if the volatility of the Underlying is high compared to the target volatility, as specified in the relevant Final Terms, and thus, the Target Vol Strategy's participation in a positive performance of the Underlying and its components is also very low. The realised volatility of the Target Vol Strategy may also be greater than or equal to the target volatility. If the exposure of the Target Vol Strategy to the Underlying or its components is low, then the exposure to the reference rate is high. Potential investors should be aware that a negative reference rate generally has a negative impact on the performance of the Target Vol Strategy. Various fees, as described in the Final Terms, may be applied to the Target Vol Strategy, which shall reflect costs of the Issuer and/or the Calculation Agent in connection with the calculation and management of the Target Vol Strategy. The deduction of the fees will reduce the performance of the Target Vol Strategy over time and therefore lead to a reduced participation in the performance of the Underlying and its components.

The Target Vol Strategy does not necessarily lead to an improved performance of the Securities compared to a direct investment in the Underlying or its components, and the performance of the Securities may even be worse than the performance of the Underlying or its components.

Regulatory developments, in particular the regulation of benchmarks, may result in the reference rate being no longer available during the term of the Securities or only being available under different terms and, accordingly, may have a negative impact on the payments under the Securities or the value or the future performance of the Securities (please see "*Risks related to the regulation of benchmarks*" below).

*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 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 UNDERLYING OR THE BASKET COMPONENTS**

The Underlying or a basket component (the "**Basket Component**") may be a share or a share representing security, an index, a commodity 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 or the Basket Components 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 or the Basket Components. Furthermore, transactions made by the Issuer to hedge its obligations under the Securities may have a negative impact on the price of the Underlying or the Basket Components 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 or the Basket Components and risk due to a short history*

Where the Underlying consists of a basket, the relevant criterion may be the performance of all the underlying Basket Components taken together (e.g. on the basis of an averaging procedure).

The value of an Underlying or its constituents or of a Basket Component or of 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 Basket Component or the relevant constituent of a Basket Component. In comparison with a derivative security linked only to a share or a security representing shares, an index or a commodity, the Securities may represent a cumulative risk or even an exponential risk.

Security Holders should note that the past performance of an Underlying or a Basket Component or (in the case of an index) its constituents provides no indication of its future performance and that an Underlying or a Basket Component 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 or in the Basket Components or its constituents*

Potential investors should be aware that the relevant Underlying or the Basket Components 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 the Basket Components 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 the Basket Components or (in the case of an index) its constituents.

*Risks associated with Underlyings or the Basket Components subject to emerging market jurisdictions*

An Underlying or the Basket Components or its constituents (if any) may be subject to the jurisdiction of an emerging market. Investing in Securities with such Underlyings or Basket Components 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.

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 or Basket Component***

*Similar risks to a direct investment in shares*

The market price of Securities with shares as Underlying or Basket Component depends on the performance of the 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 macroeconomic or political influences. Accordingly, an investment in Securities with a share as Underlying or Basket Component may bear similar risks to a direct investment in shares. Corporate actions and events in relation to the share or the issuer of the share may result in adjustments to the Securities and

have an adverse effect on the value of the Securities or even result in a conversion of the Securities. Potential adjustments due to corporate actions or events may modify the structure and/or risk profile of the Securities. Furthermore, disruptions regarding the trading of the shares may have a negative effect on the value of the Securities and the payments to be made.

*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 or as Basket Components. The Issuer and any of its affiliates may choose not to hold the Underlying or the Basket Components or not to enter into any derivative contracts linked to the Underlying or the Basket Components. 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 the Basket Components or any derivative contracts linked to the Underlying or the Basket Components 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.

*Risks related to Group Shares*

In case of shares issued by UniCredit S.p.A. (a company of UniCredit Group) or shares issued by another company belonging to the UniCredit Group (the same group as the Issuer of the Securities) (both types of shares referred to as the "**Group Shares**"), there are the following additional risks:

*Combination of Credit and Market Risk*

The Issuer of the Securities and the issuer of the Group Shares may be exposed to the same risks, *inter alia*, resulting from a group-wide organization, management and business strategy. Risks materialising with the Issuer of the Securities or the issuer of the Underlying or another entity of the group may simultaneously affect both, the Issuer of the Securities as well as the issuer of the Underlying.

If the creditworthiness of UniCredit S.p.A., the holding entity of the group, (the "**Holding Company**") is reduced, this may result in a simultaneous reduction of the creditworthiness of the issuer of the Underlying as well as of the Issuer of the Securities. Such reduction of the Holding Company's rating would likely result in falling prices of the Underlying and, in addition, in a reduction in the market value of the Securities due to a reduced creditworthiness of the Issuer.

If the Holding Company were to become insolvent, the Issuer of the Securities and the issuer of the Group Shares would probably also become insolvent. In this case, there is an increased risk that the Security Holder will only receive significantly limited payments from the insolvency assets of the Issuer with regard to amounts payable under the Securities. On the one hand, the Security Holder's claims against the Issuer of the Securities would be subject to the insolvency rate applicable to claims of equal priority. On the other hand, the amounts payable under the Securities would decrease due to the loss in value of the Underlying as a result of the insolvency of the issuer of the Underlying.



*Sector related risks*

If both, the Issuer of the Securities and the issuer of the Group Shares belong to the same economic sector and/or country, a general negative performance of this sector or country might have a cumulated negative impact on the price development of the Securities.

*Risks arising from special conflicts of interest on group level*

The Holding Company will not consider the interests of Security Holders in its exercise of control with respect to the issuer of the Group Shares and the Issuer of the Securities. Since both, the Issuer of the Securities and the issuer of the Group Shares are under joint control of the Holding Company, conflicting interests at the Holding Company's level might have negative effects on the overall performance of the Securities. E.g., if the Holding Company is interested in rising prices of the Group Shares, this might have a negative impact on the holders of Put Securities. On the other hand, if the Holding Company is interested in falling prices of the Group Shares, this might have a negative impact on the holders of Call Securities.

**3. Risks associated with indices as Underlying or Basket Components***Similar risks to a direct investment in index constituents*

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 constituents (the "**Index Constituents**"). Changes in the price of the Index Constituents 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 Constituents. 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 a conversion 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 interest 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 discretion) to the Index Concept, replace the Index Constituents 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 Constituents 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 constituents 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 Constituents 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 "**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 constituents 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 in a disproportionately negative manner in the case of an unfavourable development in such a country, region or industrial sector.

*Currency risk contained in the index*

Index Constituents 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 Constituents 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 several months. In this case the calculation of the index may not be fully transparent to the Security Holders.

*Risks of unrecognised or new indices*

In the case of a not recognised 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 recognised 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 recognised 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. Risks related to futures contracts as Underlying Constituents**

*Risks related to futures contracts as standardised transactions*

Future contracts are standardised forward transactions, which reference as so called commodity future contracts commercial good (e.g. oil, wheat or sugar) or as so called financial future contracts on bonds (e.g. sovereign bonds) or other reference assets ("**Futures Reference Assets**").

A futures contract represents a contractual obligation to buy or sell a fixed amount of the Futures Reference Assets on a fixed date at an agreed price. Futures contracts are traded on futures exchanges and are standardised with respect to the contract amount and Futures Reference Assets (e.g. type and quality in case of commodities as well as issuer, term, nominal amount and coupons in case of bonds), as well as to delivery location and dates (if applicable). Futures contracts are normally traded at a discount or premium compared with the spot prices of their underlying reference assets.

*Risk of futures contracts with different delivery dates*

The prices of futures contracts with different contract dates and overlapping terms can differ, even if all other contract specifications are identical. If the prices of longer-term futures contracts are higher than the prices of the shorter-term futures contracts this is called 'contango'. If the prices of shorter-term futures contracts are higher than the prices of the longer-term futures contracts this is called 'backwardation'. If the Final Terms provide for an observation of futures contracts with different contract dates (e.g. in the case of a roll over), these price differences might have negative effects on the value of the Securities and the amounts to be paid under the Securities, since not the most favourable futures contract for the Security Holder might be of relevance.

*No parallel development of spot price and futures price*

Prices of futures contracts may differ substantially from the spot prices of the underlying commodities. The market value of the futures contract does not always develop in the same direction or at the same rate as the spot price of the commodity.

**5. Risks related to commodities as Underlying or Basket Components***Similar risks as a direct investment in commodities*

The performance of Securities with commodities as Underlying or Basket Components is dependent on the performance of the relevant commodities. The performance of a commodity may be subject to influences, including, among others, the risk of price influencing factors, as described below under "Risks arising from price influencing factors", and the risk resulting from trading in different markets, as described below under "Risks arising from trading in various time zones and on different markets".

Normally, the performance of commodities is expressed by means of futures contracts (i.e. standardised futures transactions) on these commodities. These futures contracts only have a limited term and its price is influenced by, among others, its term and by general market factors. Furthermore, the roll over mechanism will be applied to futures contracts which means that commodity futures contracts which expire before the relevant payment day in relation to the Securities will be replaced by commodity futures contracts with a later expiry date such that the performance of the underlying commodities may not be fully replicated in the performance of the Securities or the amounts payable under the Securities.

*Higher risks than other asset classes*

An investment in commodities is associated with higher risks than investments in other asset classes such as bonds, currencies or stocks, because prices in this asset category are subject to greater fluctuations (volatility) and markets may be less liquid than stock markets. Changes to bid and offer volumes may have a higher impact on the price and volatility. Commodity markets are also characterised by, among others, the fact that there are only a few active market participants which bears the risk of speculation and price distortions.

*Risks arising from price influencing factors*

The following factors (which is a non-exhaustive list) may influence the commodity prices: supply and demand; speculations in the financial markets; production bottlenecks; delivery difficulties; limited number of market participants; production in emerging markets (political turmoil, economic downturns); political risks (war, terrorist actions); unfavourable weather conditions; natural disasters.

*Risks arising from trading in various time zones and on different markets*

Commodities such as oil, gas, wheat, corn, gold and silver are traded on a global basis almost non-stop in various time zones on different specialised exchanges markets such as different futures exchanges or directly among market participants (over the counter). This may lead to publication of different prices for the same commodities in different places. The Final Terms specify which exchange or market and which timing apply regarding the specification of the price of the relevant Underlying or Basket Component. The commodities contained in the Underlying or Basket Component may be from emerging and developing countries which are subject to very specific political and economic uncertainties. Political developments and the instability in these countries may have a negative effect on the prices of the commodities and thus also have an adverse effect on the value of the Securities. Changes to bid and offer volumes may therefore have a stronger influence of pricing and volatility.

**6. Risks related to Fund Shares as Underlying or Basket Components***Similar risks to a direct investment in Fund Shares*

The market price development of Securities with Fund Shares or indices relating to Fund Shares or a basket of Fund Shares as Underlying depends on the performance of the relevant Fund Share or the relevant Fund Shares. The performance of a Fund Share is overwhelmingly 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.

The value of the Underlying or of its constituents (if any) may vary over time and may increase or decrease due to a variety of factors e.g. macroeconomic factors and speculation. Potential investors should note that an investment in an Underlying-linked Security may be subject to similar risks than a direct investment in the relevant Underlying.

Security Holders should note that the performance of an Underlying or Basket Components (in the case of an index or a basket) in the past does not represent an indication of its future development, and that an Underlying (in the case of an index or a basket) or a Basket Component may have only a short history of business activity or have been in existence only for a short time and may generate returns over the longer term that do not match the original expectations.

Where the Underlying consists of a basket, the relevant criterion may be either the performance of all the Basket Component taken together (e.g. on the basis of an averaging procedure) or the performance of each individual underlying Basket Component. In comparison with a derivative security linked only to a fund unit, the Securities may represent a cumulative risk or even an exponential risk.

*No rights of ownership of the Underlying or Basket Components*

The Securities do not convey any interest in Fund Shares, including any voting rights or rights to receive dividends or other rights with respect to the Fund Shares as the Underlying, as a Basket Component (e.g. in the case of an index) or as a Basket Component. The Issuer and its affiliates may decide not to hold the Underlyings or Basket Components or not to enter into any derivatives contracts linked to the Underlying or Basket Component. Neither the Issuer nor its affiliates are restricted from selling, pledging or otherwise transferring rights, titles and interests relating to the Underlyings or Basket Components or to derivatives contracts linked to the Underlyings or Basket Components by virtue solely of it having issued the Securities. References in the Final Terms to any balancing, rebalancing, disposal, acquisition or financing should be understood as referring to a theoretical transaction and should not be construed as imposing any obligation on the Issuer or any of its affiliates or subsidiaries, or the Issuing Agent, Principal Paying Agent, Paying Agent or Calculation Agent to actually, directly or indirectly, physically or synthetically, acquire, dispose of or effect or take delivery of, or effect transactions in, the Fund Shares or other assets.

*No obligation to forward distributions*

Investment funds may make distributions from time to time. The Issuer is under no obligation to make payments to the Security Holders in respect of such distributions, unless this is provided for in the Final Terms. Unless indicated otherwise in the Final Terms, the Securities are linked to the performance of the Fund Shares and do not generally reflect any distributions made by the investment fund representing the Underlying.

*Risks associated with Underlyings subject to emerging market jurisdictions*

An Underlying or its components (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.

## ***7. Structural risks in the case of Fund Shares as the Underlying or as Basket Components***

### *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.

### *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 or as a Basket Component 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 or Basket Components 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 or the Basket Component 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.

*Risks with regard to public holidays*

Public holidays in jurisdictions other than the country, where the Fund is domiciled, may lead to a situation, where Fund Shares cannot be purchased or sold on the respective markets. This can result in unexpected price losses and delays with regard to execution or settlement of transactions. Any such losses or delays may have a negative impact on the value of the Fund Shares.

**8. General risks from investment activities in the case of Fund Shares as the Underlying or as Basket Components***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 realising 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.

*Settlement risks*

Especially when investing in unlisted assets, there is a risk that settlement via a transfer system may not be executed as expected because a payment or delivery did not take place in time or as agreed. Also



when selling or buying real estate or tangible assets, procedural defects can result in ownership not rightfully being transferred, which leads to delay of the transaction, additional costs and legal uncertainty.

*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.

*Risks arising from suspensions of trading*

Securities, currency and commodities exchanges are typically able to suspend or restrict trading in any instrument traded on such an exchange. A suspension could make it impossible for an investment fund to liquidate its positions, which may result in losses for that investment fund.

**9. Specific risks relating to Fund Management in the case of Fund Shares as the Underlying or Basket Component(s)**

*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 due to the agreement of performance bonuses*

Where an investment fund pays its fund management team or an investment advisor a performance-related commission or a share of profits in addition to a standard basic fee for investment advice, this may create an incentive for the recipient to make riskier or more speculative investments than would otherwise be the case. The riskier an investment is, the greater the risk of generating losses for the investment fund. It may also be the case in some circumstances that the remuneration received by an investment fund's fund managers does not stand up to an arm's length comparison and may be greater than the fees that a different investment manager might have required.

*Risks due to "soft dollar" services*

When selecting brokers, banks, traders, advisors, and other service providers for an investment fund under their management, the managers of that investment fund may take into account certain products or services provided by or costs borne by these persons, in addition to factors such as price, reliability

and creditworthiness. "Soft dollar" services of this nature may induce the fund managers to enter into transactions on behalf of the investment fund with, or to purchase services from, a person, even if that person is not offering the most favorable terms.

*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.

*Risks due to possible conflicts of interest*

The fund managers of an investment fund or the persons acting on its behalf may face conflicts of interest for a wide variety of reasons in connection with their management activities for the investment fund. Such conflicts of interest may arise, for example, in connection with the valuation of assets for which there is no easily ascertainable market price and whose value affects the remuneration of the fund managers. Furthermore, the fund managers may have other advisory appointments and be faced with the problem of sharing investment opportunities and transactions equally between all the clients for which they are responsible. Portfolio managers may also from time to time sell assets of an investment fund under their management to others of their clients, or purchase such assets from a client, or incur a conflict of interest because they are acting on behalf of customers who are buying and selling the same security. Finally, the fund managers of an investment fund may acquire ownership of, or some other financial interest in, particular external asset managers of the investment fund under their management and be faced with a conflict of interest as a result.

**10. Specific risks arising from assets purchased in the case of Fund Shares as the Underlying or Basket Component(s)**

*General risks involved with investments in securities*

An investment in securities involves the possibility that the creditworthiness of the issuer of the security may deteriorate during its term. This fact may have a negative effect on the value of the security.

*Specific risks involved with investments in stocks*

Stocks involve certain risks such as an insolvency risk with respect to the relevant issuer, a price risk or a dividend risk. The performance of stocks substantially depends on the development of the capital markets which themselves are influenced by the general state of the world economy and the economic and political framework. Stocks of issuers with low or medium market capitalisation may even be subject to greater risks (e.g. with regard to their volatility or insolvency risk) than would be the case for stocks of larger companies. Moreover, stocks with low trading volumes and issuers with a low market capitalisation may be rather illiquid.

*Specific risks involved with investments in interest-bearing securities*

An investment in fixed-interest securities involves the possibility that the market level of interest rates at the time the relevant security is issued may change thereafter. If market interest rates rise compared to their level at the time of issuance, the price of fixed-interest securities will usually decline. If market interest rates fall, however, the price of fixed-interest securities will usually rise. Fluctuations differ depending on the term of the fixed-interest securities whereas securities with shorter terms typically involve lower price risks than securities with longer terms.

*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 derivatives*

Derivatives trading may involve substantial losses in excess of the capital invested (and any collateral). Due to their limited term, rights resulting from derivatives may expire or show a substantial decline in value. Financial instruments intended to modify or act as a substitute for the movement in price of certain securities, currencies, markets, volatilities etc. generally involve a counterparty risk. The purchase of derivatives with borrowed funds may lead to a significant amplification of market trends. It may not be possible to execute transactions intended to exclude or limit the risks from derivative transactions, or only to execute such transactions at a loss. In the case of derivatives consisting of a combination of various underlying instruments, the risks inherent in the individual underlyings may be intensified. If two consecutive transactions are executed (e.g. in case of options on financial futures and securities index options), additional risks may arise as a result of the executed transaction which may be much greater than the risk associated with the first transaction. The risks in connection with derivatives transactions depend on the positions acquired for the funds. Potential losses may be limited to the price paid for an option or may be well in excess of the collateral, require additional collateral or result in indebtedness without the risk of loss being determinable in advance. In the case of derivatives that are traded on a non-regulated market, legal uncertainty may arise as a result of the non-regulated environment.

*Specific risks involved with investments in real estate and other tangible assets*

Investments in real estate and other tangible assets are exposed to particular risks especially with respect to their market value and the ongoing income generated. This applies both to direct investments and to investments via intermediate companies. The risks specific to real estate, in addition to currency risks in the case of real estate located in foreign countries and the risks arising from the general performance of the economy, include risks relating to the specific property such as possible vacancies, rent arrears and defaults, historical environmental damage or construction defects. This applies to a similar extent for other tangible assets with the additional possibility of specific operator risks in particular cases. The condition of the asset and possible liability risks (e.g. as a consequence of environmental liability) may in some circumstances necessitate expenditure for maintenance, modernisation or remedial work that cannot be accurately estimated. Risks arising from natural hazards such as fire, floods, storms or earthquakes may in some circumstances be uninsured or uninsurable, or inadequately insured or insurable. Development projects may involve risks arising, in particular, from delays in authorisation processes or the construction work, or in the event that the budgeted costs are exceeded or that contractual partners exit from the project. In the case of assets situated in foreign countries, specific

legal or tax risks may also arise (including an increased management and disposal risk). Investments via intermediate companies may entail additional legal and tax risks (including the risk that the shareholding in the intermediate company may be subject to restrictions on its transferability in some circumstances).

*Specific risks involved with investments in commodities*

The performance of commodities is subject to a multitude of factors over which the Issuer has no influence. Among others, they include fluctuating relationships between supply and demand, weather conditions, governmental, agricultural, political and economic measures, trade programs and directives aimed at affecting prices on the commodity exchanges, as well as interest rate fluctuations. The development of spot prices for commodities tends to be difficult to follow and may vary in different localities. Furthermore, the purchase, holding and sale of commodities may be subject to restrictions or additional taxes, charges or fees in certain jurisdictions. For particular legal reasons (e.g. because of governmental orders) or practical reasons (e.g. because no insurance coverage may be available), the ability to arrange physical delivery of certain commodities may be restricted and therefore influence their price. Finally, the prices for commodities may be subject to significant fluctuations as a consequence of changes in inflation rates or inflation expectations, their general availability and supply, bulk selling by government bodies or international organisations, speculative activity and monetary or economic decisions made by governments.

*Specific risks involved with investments in precious metals*

The holding, purchase or sale of precious metals may be subject to restrictions additional taxes, charges or fees in certain jurisdictions. The ability to arrange physical delivery of precious metals may be restricted for legal reasons (e.g. as a result of orders by government authorities) or for practical reasons (e.g. because the risk attaching to such deliveries cannot be insured). The prices for precious metals may be subject to significant fluctuations as a consequence of changes in inflation rates or inflation expectations, the availability and supply of precious metals, or due to bulk selling by government bodies, central banks or international agencies, speculative investment activity and monetary or economic decisions made by governments.

*Specific risks involved with investments in foreign currencies*

Foreign exchange trading may be subject to sharp movements in exchange rates and entails a significant risk of loss. Speculation in foreign currencies also involves counterparty risk since foreign exchange transactions are arranged on a principal to principal basis.

*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 therefore 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 investment decisions of the Target Fund manager will not necessarily match the assumptions and expectations of the manager of the Fund of Funds. Furthermore, the current composition of the investments of the Target Fund will often not be known to the investment manager of the Fund of Funds. If the investment manager's assumptions and expectations regarding the investment composition of the Target Fund are not met, the fund manager may react by requesting redemption with respect to the Target Fund only after a substantial delay.

The valuation of the portfolio of a Fund of Funds may be subject to variations over time as a result of a large number of factors, in particular the valuation of the individual Target Funds whose value is also

subject to variations over time. Variations in the value of a Target Fund may be offset by variations in the value of a different Target Fund, but may also be amplified. In addition, the valuation of the Target Funds is strongly dependent on the availability of prices and this can be assumed only in a very restricted form. The value of the share can only be determined on the basis of the information available about the values of the shares in the Target Funds. As a result, it may be generally the case that there are significant delays between the time at which events affecting the value of the fund assets occur, and the time at which they are notified.

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). A Fund of Funds typically provides for a performance-related fee or allocation to its general partner, manager or person serving in an equivalent capacity over and above the management fee based on assets under management. 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. The managers of such Target Funds may not be covered by insurance or by fidelity bonding. Moreover, the Fund of Funds generally has no control over the selection of the depositories for the assets of the Target Funds, which may also be subject to a lower degree of government supervision or regulation than commercial banks, trust companies or securities dealers.

The flexibility of the Fund of Funds manager when transferring assets and its ability to control risks due to the Fund of Funds structure are subject to certain limitations. The Fund of Funds may be unable in certain circumstances to withdraw its capital from a Target Fund, with the result that redemption requests from shareholders of the Fund of Funds may only be processed some months after the manager or advisor has determined that the Target Fund has begun to deviate from its previously announced trading strategies. It may be impossible for the Fund of Funds to redeem its shares in the underlying Target Funds when desired or to realise their market value in the event of such redemption. Furthermore, the Target Funds in which the Fund of Funds invests are not subject to the disclosure and other investor protection requirements that would be applicable if their securities were registered or publicly traded. In addition, the Fund of Funds may be invested solely in Target Funds with below average liquidity.

*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.

**11. Specific risks due to particular portfolio management techniques in the case of Fund Shares as the Underlying or Basket Component(s)**

*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.

Where the investment strategy of an investment fund requires the use of significant amounts of debt, there can be no guarantee that financing arrangements will always be available, and the absence of such arrangements or a reduction in credit lines could mean that the relevant investment fund has to reduce its investment commitment accordingly. Furthermore, the terms on which financing arrangements are available may be subject to revision. There is no guarantee that a financing arrangement will be extended. In particular, there may be no third parties available as lenders. In addition, any financing agreement may be subject to early termination in accordance with its terms and conditions and be terminated by the counterparty. The loss, termination or reduction of a financing arrangement could result in the relevant hedge fund cutting its investment commitment and lowering its expected investment return accordingly. The extension of a financing arrangement may be subject to a change in the terms and conditions of that arrangement, which could include a change in the applicable interest margin, among other things. The interest expense for debt financing could be substantial and necessitate a reduction of the relevant investment fund's commitment in its investment strategy. A further factor is that debt-financed transactions generally involve the provision of collateral. Higher margin deposits or similar payments could require trading transactions to be carried out at times and prices that are disadvantageous for the relevant investment fund or the underlying investment vehicles and result in significant losses.

#### *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 due to the use of trading systems and analytical models*

If complex trading systems and programs are used for the purpose of managing an investment fund, then, together with the rapidity and size of the transactions, they may sometimes result in contracts being entered into that in hindsight would not have been required by the trading system or program. The investment fund will have to bear the losses generated by contracts entered into unintentionally in this manner. Moreover, particular strategies may be used in the management of an investment fund that are dependent on the reliability and accuracy of the portfolio manager's analytical models. To the extent that such models (or the assumptions underlying them) prove to be incorrect, the investment fund cannot achieve its performance objectives as anticipated, which may result in considerable losses.

#### *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 involved with investments in emerging markets*

Investments in emerging markets entail particular risks. Emerging markets are up-and-coming economies (in particular in Latin America, Asia and Africa) i.e. regions with very rapid growth in some cases, but whose capital markets are also highly volatile and illiquid. The currencies in which such investments are made may be unstable and not freely convertible, and may suffer a rapid fall in value. The value of investments in emerging markets may be affected by political, legal and fiscal uncertainties. Emerging markets are generally at an early stage of development, have only low market volumes, are less liquid and display greater volatility than established markets. In addition, they have hardly any regulations and existing laws may not be applied consistently. The execution of transactions may be subject to delays and administrative uncertainties. Custodians may not be in a position to provide the same degree of service, security, settlement and management of financial instruments as would be normal in better developed markets.

*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. 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 INFORMATION ON THE BASE PROSPECTUS**

This document constitutes a base prospectus (the "**Base Prospectus**") according to Art. 5 (4) of Directive 2003/71/EC, in the version valid at the date of the Base Prospectus, (the "**Prospectus Directive**") in connection with § 6 of the German Securities Prospectus Act, in the version valid at the date of the Base Prospectus (*Wertpapierprospektgesetz*, the "**WpPG**") in connection with the Commission Regulation (EC) No 809/2004, in the version valid at the date of the Base Prospectus relating to securities with single-underlying and multi underlying (with partial capital protection) (the "**Securities**") issued from time to time by UniCredit Bank AG ("**HVB**" or the "**Issuer**") under the Euro 50,000,000,000 Debt Issuance Programme (the "**Programme**").

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 in accordance with § 16 WpPG, 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**").

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. The delivery of this Base Prospectus does not imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date of this Base Prospectus or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Issuer will be obliged to supplement this Base Prospectus pursuant to § 16 WpPG. Investors should read *inter alia* the most recent non-consolidated or consolidated financial statements and interim reports, if any, of the Issuer when deciding whether or not to purchase any Securities.

The distribution of this Base Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. Persons into whose possession this Base Prospectus or any Securities come must inform themselves about any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Securities in the United States of America and on the offer or sale of the Securities in the European Economic Area (see "General Information – Selling Restrictions" below). The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain exceptions, Securities may not be offered, sold or delivered within the United States of America or to U.S. persons (see "General Information – Selling Restrictions" below).

**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 the information contained in this Base Prospectus is, to the best of its knowledge, in accordance with the facts and that no material information has been omitted.

**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.

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](http://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, as set out in the Supplement dated 24 August 2018 to the Base Prospectus dated 23 August 2018 for Interest Securities under the Euro 50,000,000,000 Debt Issuance Programme of UniCredit Bank AG, Munich, Federal Republic of Germany, comprising the financial highlights, the consolidated income statement, the consolidated balance sheet, the statement of changes in shareholders' equity, the consolidated cash flow statement (abridged version) and the consolidated accounts (selected notes).

A list setting out the information incorporated by reference is provided on pages 441 et seq.

## GENERAL INFORMATION ON THE SECURITIES

### Features of the Securities

#### *General*

The Securities will be issued as debt instruments with a Nominal Amount, constituting debt instruments. The method of calculating the redemption amount and/or the additional amount of the Securities is linked to the value of the Underlying at a certain point in time.

Under this Base Prospectus Securities of the product types mentioned below may be issued.

#### *Product types*

Under this Base Prospectus, Securities of the following product types are issued:

- Product Type 1: Twin-Win Garant Securities
- Product Type 2: Win-Win Garant Securities
- Product Type 3: Icarus Garant Securities
- Product Type 4: Geoscope Securities
- Product Type 5: Barrier Geoscope Securities
- Product Type 6: Garant Basket Securities
- Product Type 7: Garant Rainbow Securities
- Product Type 8: Garant Performance Telescope Basket Securities
- Product Type 9: Securities linked to Target Vol Basket Strategies
- Product Type 10: Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out
- Product Type 11: Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out
- Product Type 12: Telescope Securities linked to Target Vol Strategies

#### *Form of the Securities*

##### Securities governed by German law:

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

The Securities will be represented by a global note without interest coupons.

The Security Holders are not entitled to receive definitive Securities.

##### Securities governed by Italian law:

The Securities are debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (*Testo Unico della Finanza*).

The Securities will be represented by book entry.

The Security Holders are not entitled to receive definitive Securities.

#### *Underlying*

The Underlying of the Securities may be, in case of Product Type, 1-3 either a share or an American Depository Receipt (ADR) or a Regional Depository Receipt (RDR) (respectively a "**Depository Receipt**"), an index or a commodity.

The term "**Share**" also comprises shares of UniCredit S.p.A. or shares of other entities belonging to the same Group as the Issuer (the "**Group Shares**"), provided that such shares are admitted to

trading on a regulated market, and securities with the form of depository receipts (e.g. American Depository Receipts (ADRs) or Regional Depository Receipts (RDRs) (respectively "**Depository Receipts**")). "**Group**" means the UniCredit Group, to which UniCredit S.p.A. is the holding company (the "**Holding Company**"). The Group and the Holding Company are further described in the Section "*Description of the Issuer*" of this Base Prospectus.

In case of Product Type 4 and 5, the Underlying of the Securities may be either a share or an American Depository Receipt (ADR) or a Regional Depository Receipt (RDR) (respectively a "**Depository Receipt**"), an index or a commodity as well as fund shares.

In case of Product Type 6-7 and 9 the Underlying of the Securities is a basket, comprising of several Basket Components. Basket Components may be either shares or American Depository Receipts (ADRs) or a Regional Depository Receipts (RDRs), indices, fund shares or commodities. 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 as a potential Underlying of the Securities by way of a supplement. The Underlying is the main influencing factor on the value of the Securities.

In case of Product Type 8, 10, 11 and 12, the Underlying of the Securities may be either 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 which are composed by the Issuer or any legal entity of 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 as a potential Underlying of the Securities by way of a supplement. 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, whereas in the case of Twin-Win (Cap) Garant Securities and Win-Win (Cap) Garant Securities, Security Holders may also benefit from any negative performance. In general, the following applies: If the value of the Underlying rises, the value of the Securities regularly rises. If the value of the Underlying falls, the value of the Securities regularly falls accordingly.

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 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.

### **Limitation of the rights**

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) (if the Securities are governed by German law) or, respectively, by acting in accordance with relevant market practice and in good faith (if the Securities are governed by Italian law) adjust the Terms and Conditions of these Securities and/or all prices of the Underlying or its components 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 financial position of the Security Holders remains unchanged to the greatest extent possible.

Upon the occurrence of a conversion event (the "**Conversion Event**") (as specified in the Final Terms) the Securities shall be redeemed at the Settlement Amount on the Final Payment Date. The "**Settlement Amount**" is equal to the market value of the Securities (without taking into account future interest payments on the Securities) plus interest accrued on such determined market value up to the Redemption Date at the market rate of interest being traded at that time for liabilities of the Issuer with the same remaining term as the Securities as of the tenth Banking Day following the occurrence of the Conversion Event, as determined by the Calculation Agent in its reasonable discretion (§ 315 BGB) (if the Securities are governed by German law) or, respectively, by acting in accordance with relevant market practice and in good faith (if the Securities are governed by Italian law). However, the Security Holder receives at least the Minimum Amount.

Obvious typing and calculation errors or similar obvious errors in the Terms and Conditions entitle the Issuer to rescission vis-à-vis the Security Holders. The Issuer may combine the declaration of rescission with an offer to continue the Securities under amended Terms and Conditions. Furthermore, the Issuer is entitled to correct or amend incomplete or inconsistent provisions in the Terms and Conditions in its reasonable discretion (§ 315 BGB) (if the Securities are governed by German law) or, respectively, by acting in accordance with relevant market practice and in good faith (if the Securities are governed by Italian law). If in such case a public offer has not yet been closed or admittance of the Securities for trading on a regulated or other equivalent market is planned, the Issuer will publish a corrected version of the Final Terms of the respective Securities and, if the legal requirements are fulfilled (in particular, a material inaccuracy of the Base Prospectus), publish in advance a supplement to this Base Prospectus pursuant to § 16 WpPG.

### **Governing law of the Securities**

The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder may either be governed by the laws of the Federal Republic of Germany or by the laws of the Republic of Italy, as specified in the relevant Final Terms.

### **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.

### ***Quanto elements***

Non-Quanto Securities are Securities where the Currency of the Underlying is the same as the Specified Currency. Quanto Securities are Securities where the Currency of the Underlying is not the same as the Specified Currency and where a currency hedging element is provided.

### **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, in case of Securities governed by German law.

The Securities are delivered in terms of ownership of an account held with an account holder which is an intermediary opening an account with and adhering to the Clearing System, in case of Securities governed by Italian law.

Delivery is provided for against payment or free of payment or any other delivery method as specified in the Final Terms.

### **Publications**

The Base Prospectus, potential supplements and the respective Final Terms are available on the website(s) as specified in the respective Final Terms or on any successor website(s) (see below) in accordance with § 14 WpPG.

The Issuer does not intend to provide information following an issuance of Securities, unless 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.

If the Issue Price per Security is determined after the start of the public offering, the Final Terms will specify the criteria or conditions, on the basis of which the Issue Price may be determined. In this case the Issue Price will be published after its specification on the website(s) as specified in the relevant Final Terms (or any successor page).

### **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, i.e., cover the Issuer's costs for structuring the Securities, risk hedging of the Issuer and the distribution.

### **Selling concession or other concessions**

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

In the case of Securities offered to Italian consumers the Final Terms will also state the presumable value at which the Security Holders may liquidate the Securities in the case of divestment the day after the Issue Date.



### **Placing and Distribution**

The Securities may be distributed by way of public or private placements 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 market (the Luxembourg Stock Exchange, or any other regulated market in Croatia, the Czech Republic, Hungary, Italy, Poland and the Slovak Republic or other equivalent market. In such a case the relevant Final Terms set out the regulated or other equivalent markets, the estimated total expenses related to the admission to trading (if applicable) and the earliest date (if known) on which the Securities are or will likely be admitted to trading.

In addition, the relevant Final Terms will specify all the regulated or other equivalent markets, on which, to the knowledge of the Issuer, securities of the same class of securities are already admitted to trading.

The Issuer may also make an application to listing or trading of the Securities on another stock exchange, another market and/or trading system (including a multilateral trading facility (MTF)) which is not a regulated or other equivalent market. In this case the Final Terms may indicate the respective other stock exchange, other market and/or other trading system and the earliest date (if known) on which the Securities are or will likely be listed or traded on.

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. Furthermore, in case of an admission trading may only be single-sided (bid or ask prices).

### **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**

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) a subscription period;
- (v) the countr(y)(ies) where the offer(s) to the public takes place: Croatia, the Czech Republic, Hungary, Italy, Luxembourg, Poland and/or the Slovak Republic;
- (vi) smallest transferable and/or tradable unit or amount;

- (vii) the conditions for the offer of the Securities;
- (viii) possibility of an early termination of the public offer;
- (ix) the condition for the offer in relation to an admission for trading prior to the Issue Date;
- (x) information on a consumer withdrawal right.

### **Distributors**

Under this Programme, the Issuer may from time to time issue Securities to one or more financial intermediaries acting as a distributor (each a "**Distributor**" and together the "**Distributors**") as set out in the Final Terms. The Distributors may underwrite the Securities with or without a firm underwriting commitment or under a best efforts arrangement as agreed in a subscription agreement.

In the case of Securities offered to Italian consumers, the Issuer or the Distributor is the intermediary responsible for the placement of the Securities (*'Responsabile del Collocamento'*), as defined in article 93-bis of the Italian Legislative Decree 24 February 1998, n. 58 (as subsequently amended and supplemented).

### **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. Trading in the Securities may start prior to the notification of the allocation. In the case of Securities being offered to Italian consumers, the Final Terms may specify that subscription orders are subject to revocation rights applicable to the "door to door selling" and the "long distance technique selling" and the conditions of such revocation right.

### **Method for calculating the yield**

The yield cannot be calculated for any of the Securities described in the Base Prospectus at the time of the issue of the Securities.

### **Representation of the Security Holders**

No representative exists.

### **Ratings**

Securities currently issued by HVB have been rated as follows by Fitch Ratings ("**Fitch**"), Moody's Investors Service ("**Moody's**") and S&P Global Ratings ("**S&P**") (Status: November 2018):

## GENERAL INFORMATION ON THE SECURITIES

|                | <b>Long-term Preferred Senior Notes<sup>1</sup></b> | <b>Long-term Non-Preferred Senior Unsecured Notes<sup>1</sup></b> | <b>Subordinated Notes</b> | <b>Short-term Notes</b> | <b>Outlook</b>        |
|----------------|---|---|---------------------------|-------------------------|-----------------------|
| <b>Moody's</b> | A2 <sup>2</sup>                                     | Baa3 <sup>3</sup>   | Baa3                      | P-1                     | Stable <sup>7</sup>   |
| <b>S&amp;P</b> | BBB+ <sup>4</sup>                                   | BBB <sup>5</sup>  | BBB-                      | A-2                     | Negative <sup>8</sup> |
| <b>Fitch</b>   | BBB+ <sup>6</sup>                                   | BBB+ <sup>6</sup>   | BBB                       | F2                      | Negative              |

<sup>1</sup> Due to an amendment to section 46f of the German Banking Act ("KWG"), which revises the ranking of bank debt in the event of insolvency, the rating agencies have developed a sub-division into 2 rating categories for long-term senior debt previously grouped into a single category.

<sup>2</sup> Designation by Moody's: "Senior Unsecured & Issuer Rating".

<sup>3</sup> Designation by Moody's: "Junior Senior unsecured".

<sup>4</sup> Designation by S&P: "Long-term Senior Unsecured".

<sup>5</sup> Designation by S&P: "Long-term Senior Subordinated".

<sup>6</sup> Designation by Fitch: "Long-term Issuer Default-Rating".

<sup>7</sup> Only applicable to Long-term Preferred Senior Notes.

<sup>8</sup> Not applicable to Long-term Non-Preferred Senior Unsecured Notes.

### *Ratings*

The Securities to be offered may be rated or unrated. Where an issue of Securities is rated, its rating may not be the same as the rating as set out above and such rating may be disclosed in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold Securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Fitch's long-term credit ratings are set up along a scale from AAA, AA, A, BBB, BB, B, CCC, CC, C, RD down to D. Fitch uses the intermediate modifiers "+" and "-" to denote relative status within the categories from AA to B. Fitch has also the possibility for guidance (termed "on watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or uncertain (evolving). Outlooks are used to indicate the direction of a rating as the indication could be positive, negative, stable or evolving. Fitch's short-term ratings reflect a bank's vulnerability to default in the short term at the levels F1+, F1, F2, F3, B, C, RD and D.

Moody's appends long-term obligation ratings at the following levels: Aaa, Aa, A, Baa, Ba, B, Caa, Ca and C. To each generic rating category from Aa to Caa Moody's assigns the numerical modifiers "1", "2" and "3". The modifier "1" indicates that the bank is in the higher end of its letter-rating category, the modifier "2" indicates a mid-range ranking and the modifier "3" indicates that the bank is in the lower end of its letter-rating category. Moody's also has the option of adding further guidance (referred to as "under review") as to whether a rating is likely to be upgraded (possible upgrade), downgraded (possible downgrade) or uncertain (direction uncertain). Outlooks are assigned indicating the direction of any pressure. Characteristics are positive, negative, stable and developing. Moody's short-term ratings are opinions of the ability of issuers to honor short-term financial obligations and range from P-1, P-2, P-3 down to NP (Not Prime).

S&P assign long-term credit ratings on a scale from AAA, AA, A, BBB, BB, B, CCC, CC, C, R, SD to D. The ratings from AA to CCC may be modified by the addition of a "+" or "-" to show the relative standing within the major rating categories. S&P may also offer guidance (termed a "credit watch") as to whether a rating is likely to be upgraded (positive), downgraded (negative) or developing. Outlooks are an indicator for the rating direction. S&P uses positive, negative, stable and developing outlooks. S&P assigns short-term credit ratings for specific issues on a scale from A-1+, A-1, A-2, A-3, B, C, R, SD down to D.

HVB confirms that the information contained in this section "Ratings" has been accurately reproduced and that as far as HVB is aware and is able to ascertain from information published by

## GENERAL INFORMATION ON THE SECURITIES

Fitch, Moody's and S&P, respectively, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The ratings were prepared by subsidiaries of these rating agencies. These subsidiaries, Standard & Poor's Credit Market Services Europe Ltd. (German branch) with its registered office in Frankfurt am Main, Moody's Deutschland GmbH with its registered office in Frankfurt am Main and Fitch Ratings Ltd. with its registered office in the United Kingdom, are registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended and are included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>

### *Definitions of Ratings*

The following sections show the detailed rating definitions of the rating agencies.

**Moody's**

*Global Long-Term Rating Scale*

|     |  |
|-----|--|
| A   | Obligations rated A are judged to be upper-medium grade and are subject to low credit risk.  |
| Baa | Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics. |

*Global Short-Term Rating Scale*

|     |  |
|-----|--|
| P-1 | Issuers (or supporting institutions) rated Prime-1 have a superior ability to repay short-term debt obligations. |
|-----|--|

**Fitch**

*Long-Term Rating Scale*

|     |  |
|-----|--|
| BBB | 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. |
|-----|--|

*Short-Term Rating Scale*

|    |  |
|----|--|
| F2 | Good intrinsic capacity for timely payment of financial commitments. |
|----|--|

**Standard & Poor's**

*Long-Term Issue Credit Ratings*

|     |   |
|-----|---|
| BBB | An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments. |
|-----|---|

*Short-Term Issue Credit Ratings*

|     |   |
|-----|---|
| A-2 | A short-term obligation rated 'A-2' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment is satisfactory. |
|-----|---|

## DESCRIPTION OF THE SECURITIES

### PRODUCT TYPE 1: TWIN-WIN GARANT SECURITIES

#### *General*

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises or falls moderately and falls if the price of the Underlying stagnates or falls sharply.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. If no Barrier Event has occurred, the Security Holder participates in the absolute Performance of the Underlying according to the Participation Factor. Absolute Performance means that, if no Barrier Event occurs, 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. If a Barrier Event has occurred, the Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor, with any negative Performance having a negative effect on the redemption payment. However, the redemption payment is at least equal to the Minimum Amount. The Minimum Amount may be equal to the Nominal Amount or may be less than the Nominal Amount. In the case of Twin-Win Cap Garant Securities the Redemption Amount is in no case higher than the Maximum Amount.

The Minimum Amount, Maximum Amount (if applicable) and Participation Factor will be specified in the respective Final Terms.

With respect to their redemption, the Securities may be linked to shares or depository receipts as well as to indices (excluding fund indices) or commodities.

#### *Interest*

The Securities do not bear interest.

#### *Additional Amount*

In the case of Securities with an Additional Amount, the Additional Amount (I) will be paid on the respective Additional Amount Payment Date (I).

The Additional Amount (I) will be specified in the relevant Final Terms.

#### *Redemption*

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

If a Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the difference, multiplied by a Participation Factor, between the Performance of the Underlying and 1.

The Floor Level will be specified in the respective Final Terms.

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

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

R (initial) means:

- for *Securities for which R (initial) has already been specified* the Reference Price specified in the respective Final Terms, or
- for *Securities with an initial reference price observation* the Reference Price on the Initial Observation Date or

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

R (final) means:

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

A Barrier Event means:

- for *Securities with continuous Barrier observation* the fact that any price of the Underlying reaches or falls below the Barrier during the Barrier Observation Period in the case of continuous observation or
- for *Securities with Barrier observation on specific dates* the fact that a Reference Price falls below the Barrier on a Barrier Observation Date.

The Barrier or the method of its determination is specified in the respective Final Terms.

The Redemption Amount is not less than the Minimum Amount. In the case of Twin-Win Cap Garant Securities the Redemption Amount is in no case higher than the Maximum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

## **PRODUCT TYPE 2: WIN-WIN GARANT SECURITIES**

### ***General***

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises or falls and falls if the price of the Underlying stagnates.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Security Holder participates 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. However, the redemption payment is at least equal to the Minimum Amount. The Minimum Amount may be equal to the Nominal Amount or may be less than the Nominal Amount. In the case of Win-Win Cap Garant Securities the Redemption Amount is in no case higher than the Maximum Amount.

The Minimum Amount and Maximum Amount (if applicable) will be specified in the respective Final Terms.

With respect to their redemption, the Securities may be linked to shares or depository receipts as well as to indices (excluding fund indices) or commodities.

### ***Interest***

The Securities do not bear interest.

***Additional Amount***

In the case of Securities with an Additional Amount, the Additional Amount (I) will be paid on the respective Additional Amount Payment Date (I).

The Additional Amount (I) will be specified in the relevant Final Terms.

***Redemption***

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the absolute difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

The Floor Level and Participation Factor will be specified in the respective Final Terms.

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

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

R (initial) means:

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

R (final) means:

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

The Redemption Amount is not less than the Minimum Amount. In the case of Win-Win Cap Garant Securities the Redemption Amount is in no case higher than the Maximum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

**PRODUCT TYPE 3: ICARUS GARANT SECURITIES*****General***

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises moderately and falls if the price of the Underlying falls or rises sharply.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. If no Barrier Event has occurred, the redemption payment is based, in accordance with the Participation Factor, on the Performance of the Underlying, although a Minimum Amount is repaid even in the event of negative Performance of the Underlying. The Minimum Amount may be equal to the Nominal



Amount or may be less than the Nominal Amount. If a Barrier Event has occurred, the redemption payment is limited to a Bonus Amount irrespective of the Performance of the Underlying.

The Bonus Amount, Minimum Amount and Participation Factor will be specified in the respective Final Terms.

With respect to their redemption, the Securities may be linked to shares or depository receipts as well as to indices (excluding fund indices) or commodities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Amount***

In the case of Securities with an Additional Amount, the Additional Amount (I) will be paid on the respective Additional Amount Payment Date (I).

The Additional Amount (I) will be specified in the relevant Final Terms.

### ***Redemption***

If no Barrier Event has occurred, the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and 1.

In this event, the Redemption Amount is not less than the Minimum Amount.

If a Barrier Event has occurred, the Redemption Amount is equal to the Bonus Amount.

The Floor Level will be specified in the respective Final Terms.

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

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.

A Barrier Event means:

- for *Securities with continuous Barrier observation* the fact that any price of the Underlying reaches or exceeds the Barrier during the Barrier Observation Period in the case of continuous observation or
- for *Securities with Barrier observation on specific dates* the fact that a Reference Price exceeds the Barrier on a Barrier Observation Date.

The Barrier or the method of its determination is specified in the respective Final Terms.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

## **PRODUCT TYPE 4: GEOSCOPE SECURITIES**

### ***General***

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

In the case of Securities with shares or depository receipts, indices (other than those referencing funds) or commodities, redemption payment on the Final Payment Date depends on the Performance of the Underlying (final) and on the occurrence of a Lock-in Event. The redemption payment is at least equal to a Minimum Amount. The Minimum Amount may be equal to the Nominal Amount or may be less than the Nominal Amount.

In the case of Securities with funds as Underlying or an index as Underlying referencing funds, redemption payment on the Final Payment Date is equal to the Minimum Amount. The amount of this payment may be less than the Nominal Amount.

Moreover, the respective Additional Amount (k) is paid on the respective Additional Amount Payment Date (k).

In the case of Securities with shares or depository receipts, indices (other than those referencing funds) or commodities, the Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Minimum Amount and the Rebate Amount (where applicable) will be specified in the respective Final Terms.

The Securities may be linked to shares or depository receipts as well as to indices, fund shares or commodities.

### ***Interest***

The Securities do not bear interest.

### ***Additional Amount***

If on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) an Additional Amount (k) is paid on the respective Additional Amount Payment Date (k).

The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference between the Geometric Average Performance of the Underlying (k) and the Strike Level.

In the case of securities with a Maximum Additional Amount (k) the Additional Amount (k) is not greater than the Maximum Additional Amount (k).

If no Income Payment Event has occurred on an Observation Date (k), no Additional Amount (k) will be paid on the respective Additional Amount Payment Date.

Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level.

Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor .

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k). If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

The Rebate Amount, the Maximum Additional Amount (k), the Lock-in Factor, the Strike Level and D (k), are specified on the respective Final Terms.

### ***Redemption***

If a Lock-in Event has occurred on any Observation Date (k) the Redemption Amount corresponds to the Nominal Amount.

If no Lock-in Event has occurred on any Observation Date (k) the Redemption Amount at the Final Payment Date is equal to the Nominal Amount multiplied by the Performance of the Underlying, where the Redemption Amount is not less than the Minimum Amount and no greater than the Maximum Amount.

The Maximum Amount is specified in the relevant Final Terms.

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

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.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

**PRODUCT TYPE 5: BARRIER GEOSCOPE SECURITIES*****General***

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying (final) on the occurrence of a Lock-in Event and of a Barrier Event. The redemption payment is at least equal to a Minimum Amount. The Minimum Amount may be equal to the Nominal Amount or may be less than the Nominal Amount.

Moreover, the respective Additional Amount (k) is paid on the respective Additional Amount Payment Date (k).

The Additional Amount (k) depends on the Geometric Average Performance of the Underlying (k) and on the occurrence of an Income Payment Event, unless a Lock-in Event has occurred. In the later case the Rebate Amount will be paid on the corresponding Additional Amount Payment Date (k) and on any other following Additional Payment Date regardless of the Geometric Average Performance of the Underlying (k).

The Minimum Amount and the Rebate Amount (where applicable) will be specified in the respective Final Terms.

The Securities may be linked to shares or depository receipts as well as to indices, fund shares or commodities.

***Interest***

The Securities do not bear interest.

***Additional Amount***

If on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) an Additional Amount (k) is paid on the respective Additional Amount Payment Date (k).

The Additional Amount (k) is equal to the Nominal Amount multiplied by the difference between the Geometric Average Performance of the Underlying (k) and the Strike Level.

In the case of securities with a Maximum Additional Amount (k) the Additional Amount (k) is not greater than the Maximum Additional Amount (k).

If no Income Payment Event has occurred on an Observation Date (k), no Additional Amount (k) will be paid on the respective Additional Amount Payment Date.

Income Payment Event means that the Geometric Average Performance of the Underlying (k) is greater than the Strike Level.

Lock-in Event means that the Geometric Average Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor.

The Geometric Average Performance of the Underlying (k) is the  $n^{\text{th}}$  (when "n" depends on the respective D (k)) root of the Performance of the Underlying (k), where the Performance of the Underlying (k) is the quotient between R (k), as the numerator, and R (initial) as denominator. R (k) means the Reference Price on the respective Observation Date (k).

If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k) and on any following additional Amount Payment Date regardless whether an Income Payment Event has occurred.

The Rebate Amount, the Maximum Additional Amount (k), the Lock-in Factor, the Strike Level and D (k), are specified on the respective Final Terms.

**Redemption**

If a Lock-in Event has occurred, the Redemption Amount at the Final Payment Date corresponds to the Nominal Amount.

If no Lock-in Event and no Barrier Event has occurred, the Redemption Amount at the Final Payment Date corresponds to the Nominal Amount.

If no Lock-in Event and a Barrier Event has occurred, the Redemption Amount at the Final Payment Date corresponds to the Nominal Amount multiplied by the Performance of the Underlying, where the Redemption Amount is not less than the Minimum Amount and no greater than the Maximum Amount.

The Maximum Amount is specified in the relevant Final Terms.

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

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.

A Barrier Event means that the Reference Price on any Barrier Observation Date, as the case may be, is either (i) equal to or lower, or (ii) lower than the Barrier.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

**PRODUCT TYPE 6: GARANT BASKET SECURITIES****General**

The value of the Securities during their term depends mainly on the price of the Basket Components. In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Underlying is a basket consisting of several Basket Components. The Performance of the Underlying is the average performance of the Basket Components, which are taken into account according to their Weightings. The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor, benefiting from rising Performance of the Underlying in relation to the Strike. The redemption payment is at least equal to the Minimum Amount, which may be less than the Nominal

Amount. In the case of Garant Cap Basket Securities the Redemption Amount is in no case higher than the Maximum Amount.

In respect of their redemption, the Securities may be linked to shares or depository receipts as well as to indices, fund shares or commodities.

The Strike, Maximum Amount (if applicable), Minimum Amount and Participation Factor will be specified in the respective Final Terms.

### ***Interest***

The Securities do not bear interest.

### ***Redemption***

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Performance of the Underlying is the total of the Performances of the respective Basket Components, which are taken into account according to their Weightings<sub>i</sub>. The performance of the respective Basket Component<sub>i</sub> is equal to K<sub>i</sub> (final) divided by K<sub>i</sub> (initial).

K<sub>i</sub> (initial) means:

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

K<sub>i</sub> (final) means:

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

The Redemption Amount is not less than the Minimum Amount. In the case of Garant Cap Basket Securities the Redemption Amount is in no case higher than the Maximum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

**PRODUCT TYPE 7: GARANT RAINBOW SECURITIES*****General***

The value of the Securities during their term depends mainly on the price of the Basket Components. In principle, the value of the Securities rises if the price of the Basket Components rises and falls if the price of the Basket Components falls.

Redemption payment on the Final Payment Date depends on the Performance of the Underlying. The Underlying is a basket consisting of several Basket Components. The Performance of the Underlying is the average performance of the Basket Components, which are taken into account according to their Weightings. The Weighting of each Basket Component depends on its Performance: The highest Weighting is allocated to the Basket Component with the Best Performance (*as specified in the respective Final Terms*), the second-highest Weighting to the Basket Component with the second-best Performance, and so on. The Security Holder participates in the Performance of the Underlying in accordance with the Participation Factor, benefiting from rising Performance of the Underlying in relation to the Strike.

The redemption payment is at least equal to the Minimum Amount. The Minimum Amount may be equal to the Nominal Amount or may be less or greater than the Nominal Amount. In the case of Garant Cap Rainbow Securities the Redemption Amount is in no case higher than the Maximum Amount. In respect of their redemption, the Securities may be linked to shares or depository receipts as well as to indices, fund shares or commodities.

The Strike, Maximum Amount (if applicable), Minimum Amount and Participation Factor will be specified in the respective Final Terms.

***Interest***

The Securities do not bear interest.

***Redemption***

At the Final Payment Date the Redemption Amount is equal to the Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the difference, multiplied by the Participation Factor, between the Performance of the Underlying and the Strike.

The Performance of the Underlying is the total of the Performances of the respective Basket Components <sub>best</sub>.

Basket Component<sub>i best</sub> (i=1) means Basket Component<sub>j</sub> with the Best Performance. Basket Component<sub>i best</sub> (i = 2,.....N) means the Basket Component<sub>i</sub> that is different from all Basket Components<sub>j best</sub> (where j = 1,...., (i-1)) with the Best Performance.

The performance of the respective Basket Component<sub>i best</sub> is equal to  $K_{i best}$  (final) divided by  $K_{i best}$  (initial) multiplied by the respective Weighting<sub>i best</sub>.

$K_{i best}$  (initial) means  $K_i$  (initial) of the Basket Component<sub>i best</sub>

$K_{i best}$  (final) means  $K_i$  (final) of the Basket Component<sub>i best</sub>

$K_i$  (initial) means:

- for *Securities for which  $K_i$  (initial) has already been specified*  $K_i$  (initial) that is specified in the respective Final Terms or
- for *Securities with an initial reference price observation* the Reference Price of the Basket Component<sub>i</sub> on the Initial Observation Date or
- for *Securities with an initial average observation* the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub> determined on the Initial Observation Dates or
- for *Securities with a Best-in observation* the highest Reference Price of the Basket Component<sub>i</sub> on dates specified in the respective Final Terms or

- for *Securities with a Worst-in observation* the lowest Reference Price of the Basket Component; on dates specified in the respective Final Terms.

$K_i$  (final) means:

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

The Redemption Amount is not less than the Minimum Amount. In the case of Garant Cap Rainbow Securities the Redemption Amount is in no case higher than the Maximum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

## **PRODUCT TYPE 8: GARANT PERFORMANCE TELESCOPE BASKET SECURITIES**

### ***General***

Garant Performance Telescope Basket Securities are Securities where the redemption on the Final Payment Date is based on the Performance of the Underlying. The Underlying is a basket consisting of a number of Basket Components. Under this Base Prospectus, Garant Performance Telescope Basket Securities will be issued in the form of Garant Performance Telescope Basket Securities and Garant Performance Telescope Cap Basket Securities. The Performance of the Underlying (basket) is equal to the average Performance of the Basket Components, which are taken into account according to their respective weighting. The Security Holder participates in the Performance of the Underlying in accordance with the Final Participation Factor, benefiting from rising Performance of the Underlying in relation to the Final Strike Level. The Security Holder receives at least a specified minimum redemption payment. The amount of this payment may be less than the Nominal Amount. In the case of Garant Performance Telescope Cap Basket Securities the Redemption Amount will be not greater than the Maximum Amount.

Furthermore, on the respective Additional Amount Payment Date (k) an Additional Amount (k) is paid, the amount of which depends on the respective Performance of the Underlying (k), taking into account the Participation Factor and the respective D (k). In the case of Securities with a conditional Additional Amount the payment of the Additional Amount (k) will be effected only upon occurrence of an Income Payment Event on the Observation Date (k).

With regard to the redemption, Garant Performance Telescope Basket Securities may be linked to fund shares.

Garant Performance Telescope Basket Securities may be issued as non-Quanto or Quanto Securities. Non-Quanto means that the Underlying is traded in the Specified Currency and that the Securities are therefore not subject to the influence of exchange rate movements. Quanto means that although the Underlying is traded in a currency other than the Specified Currency, exchange rate movements are not taken into account for the Securities.

### ***Interest***

The Securities do not bear interest.



***Additional Amount***

If an Income Payment Event occurs in respect of *Securities with a conditional Additional Amount* on an Observation Date (k), the respective Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k).

In the case of *Securities with an unconditional Additional Amount* the Additional Amount will be paid on the respective Additional Amount Payment Date (k) irrespective of the occurrence of an Income Payment Event.

An Income Payment Event means that the Performance of the Underlying (k) is greater than the Strike.

The Performance of the Underlying (k) is the average Performance of the relevant Basket Components; on the relevant Observation Date (k), which are taken into account according to their Weighting<sub>i</sub>.

The Performance of the relevant Basket Component<sub>i</sub> on the relevant Observation Date (k) is equal to  $K_i(k)$  divided by  $K_i(\text{initial})$ .

$K_i(k)$  means the Reference Price of the Basket Component<sub>i</sub> on the respective Observation Date (k).

The Strike is specified in the respective Final Terms.

The Additional Amount (k) is equal to the Nominal Amount multiplied by (i) the difference between the Performance of the Underlying (k) and the Strike, (ii) the Participation Factor and (iii) 1/D (k).

In the case of Securities with an unconditional Additional Amount, however, the Additional Amount (k) is not less than the respective Minimum Additional Amount (k).

In the case of Securities with a Maximum Additional Amount (k) the respective Additional Amount (k) is not greater than the respective Maximum Additional Amount (k).

The respective R (initial), the Strike, D (k), the Participation Factor and, if applicable, the Maximum Additional Amount (k) and the Minimum Additional Amount (k) are specified in the respective Final Terms.

***Redemption***

If no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount. The Redemption Amount is equal to

- (i) the Nominal Amount
- (ii) multiplied by the Floor Level plus
  - (a) the Final Participation Factor multiplied by
  - (b) the Performance of the Underlying minus the Final Strike Level.

The Redemption Amount shall not be less than the Minimum Amount. In the case of Garant Performance Telescope Cap Basket Securities the Redemption Amount is in no case higher than the Maximum Amount.

The Performance of the Underlying means the average Performance of the relevant Basket Components; on the Final Observation Date, which are taken into account according to their Weighting<sub>i</sub>.

The Performance of the relevant Basket Component<sub>i</sub> is equal to  $K_i(\text{final})$  divided by  $K_i(\text{initial})$ .

$K_i(\text{final})$  means the Reference Price of the Basket Component<sub>i</sub> on the Final Observation Date.

The Final Strike Level, the Floor Level, the Final Participation Factor, the Minimum Amount the Maximum Amount (if applicable) will be specified in the respective Final Terms.

Upon the occurrence of a Conversion Event, the Securities will be redeemed at the Settlement Amount.

## **PRODUCT TYPE 9: SECURITIES LINKED TO TARGET VOL BASKET STRATEGIES**

### ***General***

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy, which is linked to the performance of the Underlying and the Reference Rate under consideration of a Dynamic Weighting. The Underlying is a weighted basket composed of basket components. The Dynamic Weighting depends on the volatility of the Underlying relative to the Target Volatility. The Reference Rate is taken into account with a weight at the difference between 100% and the Dynamic Weighting. This means (without considering the deduction of the Fees, if any): If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight, and the Reference Rate is taken into account with a positive weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight, and the Reference Rate is taken into account with a negative weight. The Security Holder participates in the performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Security Holder receives at least the Minimum Amount. The Minimum Amount may be equal to, less than or greater than the Nominal Amount.

In respect of their redemption, the Securities may be linked to shares or depository receipts as well as to indices, fund shares or commodities.

The Securities are always issued as Securities with cash settlement.

The Securities may be issued as non-Quanto or Quanto Securities.

Fees, Minimum Amount, Minimum Weight, Maximum Weight, Participation Factor, Reference Rate, Strike and Target Volatility are specified in the respective Final Terms.

### ***Interest***

The Securities do not bear interest.

### ***Redemption***

If no Conversion Event has occurred, the Securities are redeemed on the Final Payment Date at the Redemption Amount. The Redemption Amount is equal to

- (i) the Nominal Amount
- (ii) multiplied by the Floor Level plus
  - (a) the Participation Factor multiplied by
  - (b) the quotient of R (final), as the numerator, and R (initial) as the denominator, minus the Strike.

R (initial) means:

- for Securities where R (initial) has already been specified, the level specified in the respective Final Terms, or
- for Securities with initial Reference Price observation, the Level of the Target Vol Strategy on the Initial Observation Date, or

- for Securities with initial average observation, the equally weighted average (arithmetic mean) of the Levels of the Target Vol Strategy determined on the Initial Observation Dates.

R (final) means:

- for Securities with final Reference Price observation, the Level of the Target Vol Strategy on the Final Observation Date, or
- for Securities with final average observation, the equally weighted average (arithmetic mean) of the Levels of the Target Vol Strategy determined on the Final Observation Dates.

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one, (ii) the dynamically weighted Return of the Basket with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted daily fraction (Act/360) of the Reference Rate. The Final Terms may specify a Fee<sub>TVL</sub>, a Fee<sub>Basket</sub>, a Fee<sub>Rate</sub> and/or a Fee<sub>Strat</sub> to be taken into account by way of deduction.

Return of Basket means the sum of the weighted Performances of the Basket Components<sub>i</sub> minus 1.

The Performance of the Basket Component<sub>i</sub> depends on the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the Calculation Date<sub>t</sub> divided by the Reference Price<sub>i</sub> on the preceding Calculation Date.

Fee<sub>TVL</sub> (if applicable), Fee<sub>Basket</sub> (if applicable), Fee<sub>Rate</sub> (if applicable), Fee<sub>Strat</sub> (if applicable), Floor Level and Strike are specified in the respective Final Terms.

The Redemption Amount is not less than the Minimum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

#### **PRODUCT TYPE 10: SECURITIES LINKED TO TARGET VOL STRATEGIES WITH LOCALLY FLOORED/CAPPED ASIAN OUT**

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy, which is linked to the performance of the Underlying under consideration of a Dynamic Weighting. The Dynamic Weighting depends on the volatility of the Underlying relative to the Target Volatility. This means (without considering the deduction of the Fees, if any): If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the Modified Average Performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Modified Average Performance is the arithmetic mean of the Levels of the Target Vol Strategy observed on the Observation Date (1) under consideration of the Local Floor (1) and, if applicable, the Local Cap (1) for the respective Observation Date (1). The Security Holder receives at least the Minimum Amount. The Minimum Amount may be equal to, less than or greater than the Nominal Amount.

In respect of their redemption, the Securities may be linked to Fund Shares.

The Securities are always issued as Securities with cash settlement.

The Securities may be issued as non-Quanto or Quanto Securities.

Fees, Minimum Amount, Minimum Weight, Maximum Weight, Participation Factor, Strike and Target Volatility are specified in the respective Final Terms.

***Interest***

The Securities do not bear interest.

***Redemption***

If no Conversion Event has occurred, the Securities are redeemed on the Final Payment Date at the Redemption Amount. The Redemption Amount is equal to

- (i) the Nominal Amount
- (ii) multiplied by the Floor Level plus
  - (a) the Participation Factor multiplied by
  - (b) the Modified Average Performance minus the Strike.

Modified Average Performance is equal to the quotient of

- (i) the sum of the following values summed up for all Observation Date (l): The maximum of (a) the quotient of R (l) as nominator and R (initial) as denominator and (b) the Local Floor (l) but, if applicable, not more than the Local Cap (l), and
- (ii) the number of Observation Date (l) as denominator.

R (initial) means:

- for Securities where R (initial) has already been specified, the level specified in the respective Final Terms, or
- for Securities with initial Reference Price observation, the Level of the Target Vol Strategy on the Initial Observation Date.

R (l) means the Level of the Target Vol Strategy on the Observation Date (l).

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one and (ii) the dynamically weighted Return of the Underlying with respect to the Calculation Date<sub>t</sub>. The Final Terms may specify a Fee<sub>Underlying</sub>, a Fee<sub>RateVariable</sub>, a Fee<sub>StratFix</sub>, a Fee<sub>StratVariable</sub> and a Fee<sub>TVL</sub> to be taken into account by way of deduction.

The Performance of the Underlying depends on the Reference Price of the Underlying on the Calculation Date divided by the Reference Price on the preceding Calculation Date.

Fee<sub>Underlying</sub> (if applicable), Fee<sub>RateVariable</sub> (if applicable), Fee<sub>StratFix</sub> (if applicable), Fee<sub>StratVariable</sub> (if applicable), Fee<sub>TVL</sub> (if applicable), Floor Level and Strike are specified in the respective Final Terms.

The Redemption Amount is not less than the Minimum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

**PRODUCT TYPE 11: SECURITIES LINKED TO TARGET VOL BASKET STRATEGIES WITH LOCALLY FLOORED/CAPPED ASIAN OUT*****General***

The value of the Securities during their term depends decisively on the Level of the Target Vol Strategy. If the Level of the Target Vol Strategy rises, the value of the Securities regularly rises. If the Level of the Target Vol Strategy falls, the value of the Securities regularly falls.

Redemption on the Final Payment Date depends on the performance of the Level of the Target Vol Strategy, which is linked to the performance of the Underlying under consideration of a Dynamic Weighting. The Underlying is a weighted basket composed of basket components. The Dynamic Weighting depends on the volatility of the Underlying relative to the Target Volatility. This means (without considering the deduction of the Fees, if any): If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight. The Security Holder participates in the Modified Average Performance of the Level of the Target Vol Strategy under consideration of the Participation Factor, benefiting from a rising Level of the Target Vol Strategy in relation to the Strike. The Modified Average Performance is the arithmetic mean of the Levels of the Target Vol Strategy observed on the Observation Date (1) under consideration of the Local Floor (1) and, if applicable, the Local Cap (1) for the respective Observation Date (1). The Security Holder receives at least the Minimum Amount. The Minimum Amount may be equal to, less than or greater than the Nominal Amount.

In respect of their redemption, the Securities may be linked to fund shares.

The Securities are always issued as Securities with cash settlement.

The Securities may be issued as non-Quanto or Quanto Securities.

Fees, Minimum Amount, Minimum Weight, Maximum Weight, Participation Factor, Strike and Target Volatility are specified in the respective Final Terms.

***Interest***

The Securities do not bear interest.

***Redemption***

If no Conversion Event has occurred, the Securities are redeemed on the Final Payment Date at the Redemption Amount. The Redemption Amount is equal to

- (i) the Nominal Amount
- (ii) multiplied by the Floor Level plus
  - (a) the Participation Factor multiplied by
  - (b) the Modified Average Performance, minus the Strike.

Modified Average Performance is equal to the quotient of

- (i) the sum of the following values summed up for all Observation Date (1): The maximum of (a) the quotient of R (1) as nominator and R (initial) as denominator and (b) the Local Floor (1) but, if applicable, not more than the Local Cap (1), and

(ii) the number of Observation Date (1) as denominator.

R (initial) means:

- for Securities where R (initial) has already been specified, the level specified in the respective Final Terms, or
- for Securities with initial Reference Price observation, the Level of the Target Vol Strategy on the Initial Observation Date.

R (1) means the Level of the Target Vol Strategy on the Observation Date (1).

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one and (ii) the dynamically weighted Return of the Basket with respect to the Calculation Date<sub>t</sub>. The Final Terms may specify a Fee<sub>Basket</sub>, a Fee<sub>RateVariable</sub>, a Fee<sub>StratFix</sub>, a Fee<sub>StratVariable</sub> and a Fee<sub>TVL</sub> to be taken into account by way of deduction.

Return of Basket means the sum of the weighted Performances of the Basket Components<sub>i</sub> minus 1.

The Performance of the Basket Component<sub>i</sub> depends on the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the Calculation Date<sub>t</sub> divided by the Reference Price<sub>i</sub> on the preceding Calculation Date.

Fee<sub>Basket</sub> (if applicable), Fee<sub>RateVariable</sub> (if applicable), Fee<sub>StratFix</sub> (if applicable), Fee<sub>StratVariable</sub> (if applicable), Floor Level and Strike are specified in the respective Final Terms.

The Redemption Amount is not less than the Minimum Amount.

Upon the occurrence of a Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

## **PRODUCT TYPE 12: TELESCOPE SECURITIES LINKED TO TARGET VOL STRATEGY**

The value of the Securities during their term depends decisively on the Level of the Strategy. If the Level of the Strategy rises, the value of the Securities regularly rises. If the Level of the Strategy falls, the value of the Securities regularly falls.

Telescope Securities linked to Target Vol Strategy are Securities where the payment of an Additional Amount depends on the Performance of the Strategy, which is linked to the performance of the Underlying under consideration of a Dynamic Weighting. The Dynamic Weighting depends on the volatility of the Underlying relative to the Target Volatility. This means (without considering the deduction of the fees, if any): If the volatility of the Underlying is higher than the Target Volatility then the Level of the Target Vol Strategy participates with less than 100% in the performance of the Underlying, subject to a Minimum Weight. If the volatility of the Underlying is less than the Target Volatility then the Level of the Target Vol Strategy participates with more than 100% in the performance of the Underlying, subject to a Maximum Weight.

The Redemption Amount on the Final Payment Date is equal to the Minimum Amount. The amount of this payment may be equal to the Nominal Amount or may be less than the Nominal Amount. The redemption on the Final Payment Date does not depend on the Level of the Strategy.

Upon the occurrence of a Fund Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount. The Settlement Amount is specified in the respective Final Terms.

With regard to the redemption, Telescope Securities linked to Target Vol Strategy are linked to fund shares. The Nominal Amount of Telescope Securities linked to Target Vol Strategy shall not be less than EUR 100,000.

The Securities are always issued as Securities with cash settlement.

The Securities may be issued as non-Quanto or Quanto Securities.

D (k), Fees, Minimum Amount and Participation Factor and the Strike Level are specified in the respective Final Terms.

***Interest***

The Securities do not bear interest.

***Additional Amount***

Subject to a Fund Conversion Event, if the Performance of the Strategy (k) is greater than the Strike Level, in respect of Securities with a conditional Additional Amount, the respective Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k).

In the case of *Securities with an unconditional Additional Amount* the Additional Amount will be paid on the respective Additional Amount Payment Date (k) irrespective of the Performance of the Strategy.

The Additional Amount (k) is equal to the Nominal Amount multiplied by (i) the Participation Factor and (ii) the difference between the Performance of the Strategy (k) and the Strike Level, divided by D (k).

In the case of *Securities with an unconditional Additional Amount*, however, the Additional Amount (k) is not less than the respective Minimum Additional Amount (k).

In the case of Securities with a Maximum Additional Amount (k) the respective Additional Amount (k) is not greater than the respective Maximum Additional Amount (k).

The Performance of the Strategy (k) is equal to the quotient of the Level of the Strategy on the respective Observation Date (S (k)) and the Start Level of the Strategy (S (initial)).

The Start Level of the Strategy is specified in the respective Final Terms.

The Level of the Strategy on any given Strategy Calculation Date is calculated based on i) the Strategy Level on the immediately preceding Strategy Calculation Date, ii) the Dynamic Weight on the immediately preceding Strategy Calculation Date, iii) the Return of the Underlying on the respective Strategy Calculation Date, iv) the Reference Rate determined in relation to the immediately preceding Strategy Calculation Date, taking into account any Strategy Fee (based on the Level of the Strategy) and any Strategy Fee (based on the Underlying).

The Dynamic Weight corresponds to the quotient between the Target Volatility and the realized Underlying Volatility in respect of any given Strategy Calculation Date.

The Underlying Volatility is calculated based on the Return of the Underlying. The Return of the Underlying corresponds to the difference between the Reference Price of the Underlying on any given Strategy Calculation Date (R (t<sub>i</sub>)) and the Reference Price of the Underlying on the immediately preceding Strategy Calculation Date (R (t<sub>i-1</sub>)), divided by (R (t<sub>i-1</sub>)). The Dynamic Weight is no higher than the Maximum Weight and no less than the Minimum Weight.

The Maximum Weight, the Minimum Weight and the Target Volatility are specified in the relevant Final Terms.

***Redemption***

If no Fund Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount which equals the Minimum Amount.

Upon the occurrence of a Fund Conversion Event, the Securities will be redeemed on the Final Payment Date at the Settlement Amount.

For the purpose of determining the Settlement Amount, the Calculation Agent will, in its reasonable discretion (pursuant to § 315 et seq. BGB), determine the market value of the Securities (without taking into account future interest payments on the Securities) within ten banking days following the occurrence of the Conversion Event, adding accrued interest on such determined market value for the period from the occurrence of the Conversion Event to the Final Payment Date on the basis of the market rate of interest traded at the time with reference to liabilities of the Issuer with the same remaining term as the Securities. However, the Settlement Amount will be at least equal to the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount is equal to the Minimum Amount.

The Minimum Amount is specified in the respective Final Terms.



**CONDITIONS OF THE SECURITIES***General Information*

Under this Base Prospectus, Securities can be newly offered or listed on a stock exchange. In either case, Part A – General Conditions of the Securities (the "**General Conditions**") must be read together with Part B – Product and Underlying Data (the "**Product and Underlying 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 (the "**Terms and Conditions**") which are part of the relevant Global Note in case of Securities governed by German law.

The Special Conditions are divided into the Special Conditions which apply to particular product types and Special Conditions which apply to all product types.

For each Tranche of Securities a separate document will be published, the so-called final terms (the "**Final Terms**"). The Final Terms will contain:

- (a) either (i) a consolidated version of the General Conditions<sup>\*)</sup> or (ii) information on the relevant options contained in the General Conditions<sup>\*\*)</sup>,
- (b) a consolidated version of the Product and Underlying Data,
- (c) a consolidated version of the Special Conditions,

reflecting the Terms and Conditions of the Securities.

<sup>\*)</sup> In case of consolidated General Conditions in the Final Terms, such consolidated General Conditions will be part of the relevant Final Terms and such consolidated General Conditions will be filed with or sent to any competent authority.

<sup>\*\*)</sup> In case of non-consolidated General Conditions in the Final Terms, upon request, 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**

[Option 1: In the case of Securities governed by German law, the following applies:]

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

[Option 2: In the case of Securities governed by Italian law, the following applies:]

- § 1 Form, Book Entry, Clearing System
- § 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 (intentionally omitted)
- § 9 Partial Invalidity, Corrections
- § 10 Applicable Law, Choice of Forum]

**Part B – Product and Underlying Data**

**Part C – Special Conditions of the Securities**

**[Special Conditions that apply to particular product types:]**

*Product Type 1: Twin-Win Garant Securities*

*Product Type 2: Win-Win Garant Securities*

*Product Type 3: Icarus Garant Securities*

- [§ 1 Definitions
- § 2 Interest
- § 3 Redemption
- § 4 Redemption Amount]

*Product Type 4: Geoscope Securities*

*Product Type 5: Barrier Geoscope Securities*

- [§ 1 Definitions
- § 2 Interest, Additional Amount

§ 3 Redemption

§ 4 Redemption Amount]

*Product Type 6: Garant Basket Securities*

*Product Type 7: Garant Rainbow Securities*

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount]

*Product Type 8: Garant Performance Telescope Basket Securities*

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount]

*Product Type 9: Securities linked to Target Vol Basket Strategies*

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility]

*Product Type 10: Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out*

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility]

*Product Type 11: Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out*

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility]

*Product Type 12: Telescope Securities linked to Target Vol Strategies*

[§ 1 Definitions

§ 2 Interest, Additional Amount, Level of the Strategy, Dynamic Weight, Underlying Volatility

§ 3 Redemption

§ 4 Redemption Amount]

**[Special Conditions that apply to all product types:]**

[In the case of Securities with a conversion right of the Issuer, the following applies:]

§ 5 Issuer's Conversion Right]

[In the case of Securities without an Issuer's Conversion Right, the following applies:

§ 5 (intentionally omitted)]

§ 6 Payments

§ 7 Market Disruptions

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

§ 8 Adjustments, Replacement Specification]

[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]

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

§ 8 Relevant Trading Conditions, Adjustments, Replacement Reference Market]

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

§ 8 Adjustments, Replacement Underlying, Replacement Management Company, Replacement Specification]

[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]

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

§ 8 (intentionally omitted)]

[In the case of Securities linked to a basket of shares or depositary receipts, the following applies:

§ 8 Adjustments, Replacement Specification]

[In the case of Securities linked to a basket of indices, the following applies:

§ 8 Index Concept, Adjustments, Replacement Basket Component, New Index Sponsor and New Index Calculation Agent, Replacement Specification]

[In the case of Securities linked to a basket of commodities, the following applies:

§ 8 Relevant Trading Conditions, Adjustments, Replacement Reference Market]

[In the case of Securities linked to a basket of funds, the following applies:

§ 8 Adjustments, Replacement Underlying, Replacement Management Company, Replacement Specification]

[In the case of Securities linked to a basket of exchange rates, the following applies:

§ 8 (intentionally omitted)]

[In the case of Securities with [EURIBOR][LIBOR] [Insert] as Reference Rate, the following applies:

§ 9 Replacement Reference Rate]

[In the case of Compo Securities and in the case of an exchange rate as Underlying or Securities linked to a basket of exchange rates, the following applies:

§ 9 New Fixing Sponsor, Replacement Exchange Rate]

**PART A – GENERAL CONDITIONS OF THE SECURITIES**

**PART A - GENERAL CONDITIONS OF THE SECURITIES**

(the "**General Conditions**")

[Option 1: In the case of Securities governed by German law, the following applies:]

**§ 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 with a nominal amount in the Specified Currency and in a denomination corresponding to the nominal amount.
- (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 Securities, where CBF is specified in the Final Terms, the following applies:]

- (3) *Custody:* The Global Note will be kept in custody by Clearstream Banking AG, Frankfurt am Main ("**CBF**").]

[In the case of Securities, where CBL and Euroclear Bank is specified in the Final Terms, the following applies:]

- (3) *Custody:* The Global Note will be issued in classical global note form and will be kept in custody by a common depository on behalf of both ICSDs.]

[In the case of Securities, where Euroclear France is specified in the Final Terms, the following applies:]

- (3) *Custody:* The Global Note will be kept in custody by or on behalf of the Clearing System.]

[In the case of Securities, where "Other" is specified in the Final Terms, the following applies:]

- (3) *Custody:* The Global Note will be kept in custody by or on behalf of the 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] *[Insert name and address of other calculation agent]*.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.

- (4) *Agents of the Issuer*: In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Security Holders. The Principal Paying Agent and the Paying Agents shall be exempt from the restrictions of § 181 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**").

### § 3

#### Taxes

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

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

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

### § 4

#### Status

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

### § 5

#### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
- (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
  - (b) the Issuer and the New Issuer have obtained all necessary authorisations 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 from then on 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 from then on 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).

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

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

## § 7

### Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be 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 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 § 7 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 et seq. 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.
- (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.]

[Option 2: In the case of Securities governed by Italian law, the following applies:]

## § 1

### Form, Book Entry, Clearing System

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit Bank AG (the "**Issuer**") will be issued as [notes] [certificates] in dematerialized registered form pursuant to these Terms and Conditions with a nominal amount in the Specified Currency and in a denomination corresponding to the nominal amount.
- (2) *Book Entry:* The Securities are registered in the books of the Clearing System, in accordance with the Legislative Decree no. 58 of 24 February 1998, as amended (*Testo Unico della Finanza*, "**Consolidated Law on Financial Intermediation**") and with the rules governing central depositories, settlement services, guarantee systems and related management companies, issued by the Bank of Italy and by the Italian securities regulator 'Commissione Nazionale per le Società e la Borsa' (CONSOB) on 22 February 2008, as amended. No physical document of title will be issued to represent the Securities, without prejudice to the right of the Security Holder to obtain the issuance of the certification as per Sections 83-*quinquies* and 83-*novies*, paragraph 1, lett. b) of the Consolidated Law on Financial Intermediation. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System ("**Account Holders**"). As a consequence, the respective Security Holder who from time to time is the owner of the account held with an Account Holder will be considered as the legitimate owner of the Securities and will be authorised to exercise all rights related to them, in accordance with the Terms and Conditions of the Securities and applicable provisions of law.

## § 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] [*Insert name and address of other calculation agent*].
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely on behalf of the Issuer and do not assume any obligations towards or relationship of mandate or trust for or with any of the Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (*Codice Civile*, "**CC**") shall not apply in respect of any acts of the Principal Paying Agent.

## § 3

### Taxes

*No gross up:* Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term "**Taxes**" includes taxes, levies or governmental charges,

regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

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

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

#### § 4

##### Status

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

#### § 5

##### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
  - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
  - (b) the Issuer and the New Issuer have obtained all authorizations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
  - (c) the Issuer and the New Issuer 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,
  - (d) 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
  - (e) the Issuer irrevocably and unconditionally 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 from then on 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 from then on 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 or such later effective date is otherwise required under applicable law. 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).

- (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] [Banking Day] after the day on which the said notice was given to the Clearing System.

Any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

§ 7

**Issuance of additional Securities, Repurchase**

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

**(intentionally omitted)**

§ 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, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with Section 6 of these Terms and Conditions.

**§ 10**

**Applicable Law, Choice of Forum**

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy.
- (2) *Choice of Forum:* To the extent permitted by law, all disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the Tribunal of Milan, Italy.]

## PART B – PRODUCT AND UNDERLYING DATA

## PART B – PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

## § 1

## Product Data

*[Insert the following product data in alphabetical or different order and/or as a table<sup>15</sup> (particularly in the case of multi-series-issues):*

[The Securities are [Quanto][Compo] Securities.]

[Additional Amount (k): *[Insert amounts for each Additional Amount Payment Date (k)]*]

[Additional [Unconditional] Amount (l): *[Insert]*]

[Additional Amount Payment Date (k): *[Insert]*]

[Additional [Unconditional] Amount Payment Date (l): *[Insert]*]

[Aggregate Nominal Amount of the Series: *[Insert]*]

[Aggregate Nominal Amount of the Tranche: *[Insert]*]

[Banking Day Financial Centre: *[Insert]*]

[Barrier: *[Insert]*]

[Barrier Level: *[Insert]*]

[Barrier Observation Date[s]: *[Insert]*]

[Basket Component: *[Insert]*]

[Calculation Currency: *[Insert]*]

[Common Code: *[Insert]*]

[D (k): *[Insert]*]

[Designated Maturity: *[Insert]*]

[Designated Maturity for the Reference Rate: *[Insert]*]

[Fee<sub>Basket</sub>: *[Insert]*]

[Fee<sub>Rate</sub>: *[Insert]*]

[Fee<sub>RateVariable</sub>: *[Insert]*]

[Fee<sub>Strat</sub>: *[Insert]*]

[Fee<sub>StratFix</sub>: *[Insert]*]

[Fee<sub>StratVariable</sub>: *[Insert]*]

[Fee<sub>TVL</sub>: *[Insert]*]

[Fee<sub>UL</sub>: *[Insert]*]

[Fee<sub>Underlying</sub>: *[Insert]*]

[Final Observation Date[s]: *[Insert]*]

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<sup>15</sup> Several consecutively numbered tables may be provided in the Final Terms depending on the product type.

**Final Payment Date:** *[Insert]*  
**[Final Strike Level:** *[Insert]]*  
**[Final Participation Factor:** *[Insert]]*  
**[First Day of the Barrier Observation Period:** *[Insert]]*  
**[First Day of the Best-out Period:** *[Insert]]*  
**[First Day of the Worst-out Period:** *[Insert]]*  
**[First Interest Payment Date:** *[Insert]]*  
**First Trade Date:** *[Insert]*  
**[Fixing Sponsor:** *[Insert]]*  
**[Floor Level:** *[Insert]]*  
**[Fund Share:** *[Insert]]*  
**[Hedging Party:** *[Insert]]*  
**[Initial Observation Date[s]:** *[Insert]]*  
**[Interest End Date:** *[Insert]]*  
**[Interest Payment Date:** *[Insert]]*  
**[Interest Rate:** *[Insert]]*  
**ISIN:** *[Insert]*  
**[Issue Date:** *[Insert]]*  
**[Issue Price:** *[Insert]]*<sup>16</sup>  
**Issue Volume of Series [in units]:** *[Insert]*  
**Issue Volume of Tranche [in units]:** *[Insert]*  
**[Issuing Agent:** *[Insert name and address]]*  
**[k:** *[Insert consecutive number]]*  
**[K<sub>i</sub> (initial):** *[Insert]]*  
**[Last Day of the Barrier Observation Period:** *[Insert]]*  
**[Last Day of the Best-in Period:** *[Insert]]*  
**[Last Day of the Worst-in Period:** *[Insert]]*  
**[Length of the Volatility Observation Period:** *[Insert]]*  
**[Local Cap (l):** *[Insert]]*  
**[Local Floor (l):** *[Insert]]*  
**[Maximum Additional Amount [(k):** *[Insert]]*  
**[Maximum Amount:** *[Insert]]*  
**[Maximum Permissible Value Range for Fee<sub>RateVariable</sub>:** *[●]% to [●]%]*  
**[Maximum Permissible Value Range for Fee<sub>StratVariable</sub>:** *[●]% to [●]%]*

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<sup>16</sup> If the Issue Price was not specified at the time of the creation of the Final Terms, the method for the price specification and the procedure for its publication shall be defined in *Part A – General Information* of the Final Terms.

**[Maximum Permissible Value Range for Fee<sub>Strat</sub>: [●]% to [●]%**

**[Maximum Permissible Value Range for Fee<sub>UL</sub>: [●]% to [●]%**

**[Maximum Weight: [Insert]]**

**[Minimum Additional Amount (k): [Insert]]**

**[Minimum Amount: [Insert]]**

**[Minimum Weight: [Insert]]**

**[N: [Insert]]**

**[Nominal Amount: [Insert]]**

**[Observation Date (k): [Insert]]**

**[Observation Date (l): [Insert]]**

**[Offset of the Volatility Observation Period: [Insert]]**

**[Participation Factor: [Insert]]**

**[Principal Paying Agent: [Insert]]**

**[R (initial): [Insert]]**

**[Rebate Amount: [Insert]]**

**[Redemption Amount: [Insert]]**

**[Reference Price: [Insert]]**

**[Reference Price: [Insert]]**

**[Registered Benchmark Administrator<sub>[i]</sub>: [insert]]**

**Reuters: [Insert]**

**[Screen Page: [Insert]]**

**[Screen Page for the Reference Rate: [Insert]]**

**Series Number: [einfügen]**

**Specified Currency: [Insert]**

**[Start Level of the Strategy: [Insert]]**

**[Strike: [Insert]]**

**[Strike Level: [Insert]]**

**[Target Volatility: [Insert]]**

**Tranche Number: [Insert]**

**Underlying: [Insert]**

**[Volatility Observation Period (VOP): [Insert number of days]]**

**[Volatility Observation Period Offset (Offset): [Insert]]**

**[VolComparator<sub>[i]</sub>: [Insert]]**

**[VolComparator Sponsor<sub>[i]</sub>: [Insert]]**

**Website[s] for Notices: [Insert]**

**Website[s] of the Issuer: [Insert]**

**[Weighting<sub>i</sub> (W<sub>i</sub>): [Insert]]**



**[Weighting<sub>i best</sub> ( $W_{i best}$ ): *[Insert]*]**

**WKN: *[Insert]***

## § 2

**Underlying Data**

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

**[Table 2.1:]**

| <b>Underlying</b>                  | <b>Underlying Currency</b> | <b>[WKN]</b>    | <b>[ISIN]</b>   | <b>[Reuters]</b>    | <b>[Bloomberg]</b>               | <b>Relevant Exchange</b> | <b>Website</b>  |
|------------------------------------|----------------------------|-----------------|-----------------|---------------------|----------------------------------|--------------------------|-----------------|
| <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 Securities linked to a basket of shares or depository receipts as Underlying, the following applies:*

**[Table 2.1:]**

| <b>Basket Component<sub>i</sub></b>                  | <b>Currency of the Basket Component<sub>i</sub></b>          | <b>[WKN<sub>i</sub>]</b>        | <b>[ISIN<sub>i</sub>]</b>        | <b>[Reuters<sub>i</sub>]</b>    | <b>[Bloomberg<sub>i</sub>]</b>               | <b>Relevant Exchange<sub>i</sub></b>          | <b>Website<sub>i</sub></b>          |
|--|--|---------------------------------|----------------------------------|---------------------------------|--|---|-------------------------------------|
| <i>[Insert name of Basket Component<sub>1</sub>]</i> | <i>[Insert Currency of the Basket Component<sub>1</sub>]</i> | <i>[Insert WKN<sub>1</sub>]</i> | <i>[Insert ISIN<sub>1</sub>]</i> | <i>[Insert RIC<sub>1</sub>]</i> | <i>[Insert Bloomberg ticker<sub>1</sub>]</i> | <i>[Insert Relevant Exchange<sub>1</sub>]</i> | <i>[Insert Website<sub>1</sub>]</i> |
| <i>Insert name of Basket Component<sub>N</sub></i>   | <i>[Insert Currency of the Basket Component<sub>N</sub>]</i> | <i>[Insert WKN<sub>N</sub>]</i> | <i>[Insert ISIN<sub>N</sub>]</i> | <i>[Insert RIC<sub>N</sub>]</i> | <i>[Insert Bloomberg ticker<sub>N</sub>]</i> | <i>[Insert Relevant Exchange<sub>N</sub>]</i> | <i>[Insert Website<sub>N</sub>]</i> |

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

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

**[Table 2.1:]**

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

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).]

[In the case of Securities linked to a basket of indices as Underlying, the following applies:]

**[Table 2.1:]**

| Basket Component <sub>i</sub>                   | Currency of the Basket Component <sub>i</sub>           | [WKN <sub>i</sub> ]        | [ISIN <sub>i</sub> ]        | [Reuters <sub>i</sub> ]     | [Bloomberg <sub>i</sub> ]               | Index Sponsor <sub>i</sub>           | [Registered Benchmark Administrator <sub>i</sub> ] | Index Calculation Agent <sub>i</sub>           | Website <sub>i</sub>           |
|---|---|----------------------------|-----------------------------|-----------------------------|---|--------------------------------------|--|--|--------------------------------|
| [Insert name of Basket Component <sub>1</sub> ] | [Insert Currency of the Basket Component <sub>1</sub> ] | [Insert WKN <sub>1</sub> ] | [Insert ISIN <sub>1</sub> ] | [RIC <sub>1</sub> einfügen] | [Insert Bloomberg ticker <sub>1</sub> ] | [Insert Index Sponsor <sub>1</sub> ] | [yes][no]  | [Insert Index Calculation Agent <sub>1</sub> ] | [Insert Website <sub>1</sub> ] |
| [Insert name of Basket Component <sub>N</sub> ] | [Insert Currency of the Basket Component <sub>N</sub> ] | [Insert WKN <sub>N</sub> ] | [Insert ISIN <sub>N</sub> ] | [RIC <sub>N</sub> einfügen] | [Insert Bloomberg ticker <sub>N</sub> ] | [Insert Index Sponsor <sub>N</sub> ] | [yes][no]  | [Insert Index Calculation Agent <sub>N</sub> ] | [Insert Website <sub>N</sub> ] |

For further information regarding the past and future performance of the Basket Components and their volatility, please refer to the Website as specified in the table

(or each successor page).]

*[In the case of Securities linked to a commodity as Underlying, the following applies:*

**[Table 2.1:]**

| <b>Underlying</b>                  | <b>Underlying Currency</b> | <b>[WKN]</b>    | <b>[ISIN]</b>   | <b>[Reuters]</b>    | <b>[Bloomberg]</b>               | <b>Reference Market</b> | <b>Website</b>  |
|------------------------------------|----------------------------|-----------------|-----------------|---------------------|----------------------------------|-------------------------|-----------------|
| <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 any successor page).]

*[In the case of Securities linked to a basket of commodities as Underlying, the following applies:*

**[Table 2.1:]**

| <b>Basket Component<sub>i</sub></b>                  | <b>Currency of the Basket Component<sub>i</sub></b>          | <b>[WKN<sub>i</sub>]</b>        | <b>[ISIN<sub>i</sub>]</b>        | <b>[Reuters<sub>i</sub>]</b>      | <b>[Bloomberg<sub>i</sub>]</b>               | <b>Reference Market<sub>i</sub></b>          | <b>Website<sub>i</sub></b>          |
|--|--|---------------------------------|----------------------------------|-----------------------------------|--|--|-------------------------------------|
| <i>[Insert name of Basket Component<sub>1</sub>]</i> | <i>[Insert Currency of the Basket Component<sub>1</sub>]</i> | <i>[Insert WKN<sub>1</sub>]</i> | <i>[Insert ISIN<sub>1</sub>]</i> | <i>[RIC<sub>1</sub> einfügen]</i> | <i>[Insert Bloomberg ticker<sub>1</sub>]</i> | <i>[Insert Reference Market<sub>1</sub>]</i> | <i>[Insert Website<sub>1</sub>]</i> |
| <i>[Insert name of Basket Component<sub>N</sub>]</i> | <i>[Insert Currency of the Basket Component<sub>N</sub>]</i> | <i>[Insert WKN<sub>N</sub>]</i> | <i>[Insert ISIN<sub>N</sub>]</i> | <i>[RIC<sub>N</sub> einfügen]</i> | <i>[Insert Bloomberg ticker<sub>N</sub>]</i> | <i>[Insert Reference Market<sub>N</sub>]</i> | <i>[Insert Website<sub>N</sub>]</i> |

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

*[In the case of Securities linked to a fund as Underlying, the following applies:]*

**[Table 2.1:]**

| <b>Underlying</b>                  | <b>Underlying Currency</b> | <b>[WKN]</b>    | <b>[ISIN]</b>   | <b>[Reuters]</b>    | <b>[Bloomberg]</b>               |  |
|------------------------------------|----------------------------|-----------------|-----------------|---------------------|----------------------------------|--|
| <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 2.2:]**

| <b>Underlying</b>                  | <b>[Administrator]</b> | <b>[Investment Adviser]</b> | <b>[Custodian Bank]</b> | <b>[Management Company]</b> | <b>[Portfolio Manager]</b> | <b>[Relevant Exchange]</b> | <b>[Auditor]</b> | <b>[Website]</b> |
|------------------------------------|------------------------|-----------------------------|-------------------------|-----------------------------|----------------------------|----------------------------|------------------|------------------|
| <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).

**[Table 2.3:]**

| <b>Underlying</b>                  | <b>[VolComparator]</b> | <b>[VolComparator Sponsor]</b> |
|------------------------------------|------------------------|--------------------------------|
| <i>[Insert name of Underlying]</i> | <i>[Insert]</i>        | <i>[Insert]</i>                |

]]

*[In the case of Securities linked to a basket of funds as Underlying, the following applies:]*

**[Table 2.1:]**

| <b>Basket Component<sub>i</sub></b>                  | <b>Currency of the Basket Component<sub>i</sub></b> | <b>[Weighting (W<sub>i</sub>)]</b> | <b>[WKN<sub>i</sub>]</b> | <b>[ISIN<sub>i</sub>]</b> | <b>[Reuters<sub>i</sub>]</b> | <b>[Bloomberg<sub>i</sub>]</b> |
|--|---|------------------------------------|--------------------------|---------------------------|------------------------------|--------------------------------|
| <i>[Insert name of Basket Component<sub>i</sub>]</i> | <i>[Insert]</i>                                     | <i>[Insert]</i>                    | <i>[Insert]</i>          | <i>[Insert]</i>           | <i>[Insert]</i>              | <i>[Insert]</i>                |

|  |                 |                 |                 |                 |                 |                 |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <i>[Insert name of Basket Component<sub>N</sub>]</i> | <i>[Insert]</i> | <i>[Insert]</i> | <i>[Insert]</i> | <i>[Insert]</i> | <i>[Insert]</i> | <i>[Insert]</i> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|

**Table 2.2:]**

| <b>Basket Component<sub>i</sub></b>                  | <b>[Administrator<sub>i</sub>]</b> | <b>[Investment Adviser<sub>i</sub>]</b> | <b>[Custodian Bank<sub>i</sub>]</b> | <b>[Management Company<sub>i</sub>]</b> | <b>[Portfolio Manager<sub>i</sub>]</b> | <b>[Relevant Exchange<sub>i</sub>]</b> | <b>[Auditor<sub>i</sub>]</b> | <b>[Website<sub>i</sub>]</b> |
|--|------------------------------------|---|-------------------------------------|---|--|--|------------------------------|------------------------------|
| <i>[Insert name of Basket Component<sub>i</sub>]</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>              |
| <i>[Insert name of Basket Component<sub>N</sub>]</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).

**[[Table 2.3:]**

| <b>Basket Component<sub>i</sub></b>                  | <b>[VolComparator<sub>i</sub>]</b> | <b>[VolComparator Sponsor<sub>i</sub>]</b> |
|--|------------------------------------|--|
| <i>[Insert name of Basket Component<sub>i</sub>]</i> | <i>[Insert]</i>                    | <i>[Insert]</i>                            |
| <i>[Insert name of Basket Component<sub>N</sub>]</i> | <i>[Insert]</i>                    | <i>[Insert]</i>                            |

]]

**PART C – SPECIAL CONDITIONS OF THE SECURITIES**

**PART C – SPECIAL CONDITIONS OF THE SECURITIES**

(the "Special Conditions")

[Special Conditions that apply to particular product types:]

***PRODUCT TYPE 1: TWIN-WIN GARANT SECURITIES***

***PRODUCT TYPE 2: WIN-WIN GARANT SECURITIES***

***PRODUCT TYPE 3: ICARUS GARANT SECURITIES***

[In the case of Twin-Win Garant, Win-Win Garant and Icarus Garant Securities the following applies:]

**§ 1**

**Definitions**

["**Additional Amount (I)**"] means the Additional Amount (I) as specified in § 1 of the Product and Underlying Data.]

["**Additional Amount Payment Date (I)**"] means the Additional Amount Payment Date (I) as specified in § 1 of the Product and Underlying Data.]

"**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 financial 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

[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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in*

accordance with relevant market practice and in good faith];

- (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 basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

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

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. [;

(b) a Hedging Disruption occurs].

["**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

"**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**") [is][are] 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 and Underlying Data.]]

[In the case of Twin-Win Garant und Icarus Garant Securities, the following applies:

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial)].]

[In the case of Twin-Win Garant and Icarus Garant Securities with continuous Barrier observation, the following applies:

"**Barrier Event**" means that any price of the Underlying as published by the [Relevant Exchange] [Index Sponsor or Index Calculation Agent] [Reference Market] with continuous observation during the Barrier Observation Period is equal to [or less] [or greater] than the Barrier.]

[In the case of Twin-Win Garant and Icarus Garant Securities with date-related Barrier observation, the following applies:

"**Barrier Event**" means that any Reference Price on the respective Barrier Observation Date [is less] [is greater] than the Barrier.]

["**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data.]



[In the case of Twin-Win Garant and Icarus Garant Securities with continuous Barrier observation, the following applies:]

"**Barrier Observation Period**" means each Calculation Date from the First Day of the Barrier Observation Period (including) to the Last Day of the Barrier Observation Period (including).]

[In the case of Icarus Garant Securities, the following applies:]

"**Bonus Amount**" means the Bonus Amount as specified in § 1 of the Product and Underlying Data.]

"**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 published by the [Relevant Exchange][Index Sponsor or the Index Calculation Agent, as the case may be][Reference Market].

"**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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

"**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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].

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

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant*

market practice and in good faith];

- (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) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

["**Conversion Event**"] means [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event].]

["**Determining Futures Exchange**"] means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [ – if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are mostly liquidly traded, such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions.

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 [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. In the event of such substitution, 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.]

["**First Day of the Barrier Observation Period**"] means the First Day of the Barrier Observation Period as specified in § 1 of the Product and Underlying Data.]

"**Final Payment Date**" means the Final Payment Date as specified in § 1 of the Product 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 and Underlying Data.]

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

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

["**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

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

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (e) an adjustment pursuant to § 8 [(2)] [or] [(3)] [(e.g. no suitable Replacement Underlying is available)] 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

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

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

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

**["Last Day of the Barrier Observation Period"** means the Last Day of the Barrier Observation Period as specified in § 1 of the Product 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 and Underlying Data.]

**"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 of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

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

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

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]][to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]]. Any restriction of the trading hours or the number of days on which trading takes place on the [Relevant Exchange][Reference Market] 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][Reference Market] or, as the case may be, the Determining Futures Exchange.]

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

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) 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 is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market 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 Reference Market or, as the case may be, the Determining Futures Exchange.]

[In the case of Twin-Win Cap Garant and Win-Win Cap Garant Securities, the following applies:

"**Maximum Amount**" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product 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 and Underlying Data. If [the][an] Initial Observation Date is not a Calculation Date the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.

[In the case of Twin-Win Garant and Icarus Garant Securities with date-related Barrier observation, the following applies:

"**Barrier Observation Date**" means each of the Barrier Observation Dates as specified in § 1 of the Product and Underlying Data. If a Barrier Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Barrier Observation Date.]

"**Final Observation Date**" means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product 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 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.

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

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

"**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 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)].]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

"**Reference Price**" means the Reference Price of the Underlying as specified in § 1 of the Product 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 § 2 of the Product and Underlying Data][, on which the components of the Underlying are traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. 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.]

"**Security Holder**" means the holder of a Security.

"**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 [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange][that Clearance System].]

"**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

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

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

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest[, Additional Amount]

[(1)] *Interest*: The Securities do not bear interest.

[In the case of Securities with an unconditional Additional Amount, the following applies:

(2) *Additional Amount*: The respective Additional Amount (1) will be paid on the Additional Amount Payment Date (1) pursuant to the provisions of § 6 of the Special Conditions.]

## § 3

### Redemption

*Redemption*: The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount

*Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

**[Product Type 1: Twin-Win Garant Securities**

- If no Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times \text{abs}(\text{Performance of the Underlying} - 1))$$

- If a Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times (\text{Performance of the Underlying} - 1))$$

However, the Redemption Amount will in no case be less than the Minimum Amount [and not greater than the Maximum Amount].]

**[Product Type 2: Win-Win Garant Securities**

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times \text{abs}(\text{Performance of the Underlying} - 1))$$

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

**[Product Type 3: Icarus Garant Securities**

If no Barrier Event has occurred, the Redemption Amount is determined according to the following formula:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times (\text{Performance of the Underlying} - 1))$$

However, in this case the Redemption Amount is not less than the Minimum Amount.

If a Barrier Event has occurred, the Redemption Amount is equal to the Bonus Amount.]]



**PRODUCT TYPE 4: GEOSCOPE SECURITIES**

**PRODUCT TYPE 5: BARRIER GEOSCOPE SECURITIES**

[In the case of Geoscope Securities and Barrier Geoscope Securities, the following applies:]

**§ 1**

**Definitions**

"**Additional Amount (k)**" means the Additional Amount (k) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.

"**Additional Amount Payment Date (k)**" means the Additional Amount Payment Date (k) as specified in § 1 of the Product and Underlying Data.

"**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 financial 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

[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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

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

[(a)] any changes in the Relevant Trading Conditions of the Underlying that lead to a situation where, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]. [;

(b) a Hedging Disruption occurs].]

[In the case of a fund 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 or of 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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund [Share] as the Underlying for the Securities;
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 basis 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German*

*law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];

- (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 the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (z) the NAV is no longer published in the Underlying Currency;
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 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 Banking Day[.];]
- [(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 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.]]

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

"**Adjustment Event**" means each Index Adjustment Event and Fund Adjustment Event.]

"**Administrator**" means the Administrator [as specified in § 2 of the Product 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].]

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

"**Auditor**" means the Auditor [as specified in § 2 of the Product 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**") [is][are] 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 and Underlying Data.]

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data.] [Barrier Level x R (initial).] [The Barrier shall be rounded up or down to [six] [four] decimals, with 0.0000[00]5 being rounded upwards.]]]

"**Barrier Event**" means that the Reference Price on any Barrier Observation Date is equal to or lower than the Barrier.]

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying

Data.]

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

**"Best-in Period"** means *[Insert relevant day(s)]* between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive).]

**"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 [Relevant Exchange][Index Sponsor or the Index Calculation Agent, as the case may be][Reference Market]Fund or the Management Company]][as scheduled by the Index Sponsor or the Index Calculation Agent].

**"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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

**"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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [*Insert other Clearing System(s).*]

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

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

["**Conversion Event**" means [a Share Conversion Event] [an Index Conversion Event] [a Commodity Conversion Event] [a Fund Conversion Event].]

["**Custodian Bank**" means the Custodian Bank [as specified in § 2 of the Product 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].]

"**Determining Futures Exchange**" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [ – if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are mostly liquidly traded, such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions.

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 [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. In the event of such substitution, 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.

"**D (k)**" means the denominator attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.

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

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

"**First Day of the Distribution Observation Period**" means the first Initial Observation Date.]

"**First Trade Date**" means the First Trade Date as specified in § 1 of the Product 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 method of calculating the net asset value 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 [*for more than [Insert number of Banking Days] consecutive Banking Day(s)*];
- (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 accreditation or registration of the Fund; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund or of 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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (f) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 a hedging transaction with respect to the Securities beyond [*Insert relevant percentage*]% of the Fund Shares outstanding;
- (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 the Fund Shares for reasons beyond the control of 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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (l) 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, the Hedging Party or a Security Holder whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (m) 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 basis of taxation will be given in accordance with the applicable provisions of the InvStG 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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; whether this is the case shall

be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (r) if the Issuer does not receive any of the following information: (i) upon request 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 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 Banking Day[.];[;
- (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:*

A "**Fund Conversion Event**" means each of the following events:

- (a) no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];[;
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*][("**Fund Replacement Event**")]

[*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 a Fund], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version. ]

[*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 applicable, the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor.

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

**"Geometric Average Performance of the Underlying (k)"** means the value calculated pursuant the following formula:

(Performance of the Underlying (k))<sup>1/D(k)</sup>

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

**["Hedging Party"** means the Hedging Party as specified in § 1 of the Product 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.]

**["Income Payment Event"** means that the Geometric Average Performance of the Underlying (k) on the respective Observation Date (k) is greater than the Strike Level.]

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

**["Index Adjustment Event"** means each 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities*

*governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*

- (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 and Underlying Data.]

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

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

**"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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] [;][
- (e) an adjustment pursuant to § 8 [(2)] [or] [(3)] [(e.g. no suitable Replacement Underlying is available)] 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

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

**"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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (b) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (c) the determination or publication of the Underlying no longer occurs in the Underlying Currency[;][
- (d) an adjustment pursuant to § 8 [(2)] [or] [(3)] [(e.g. no suitable Replacement Underlying is available)] of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders.

**["Investment Adviser"** means the Investment Adviser [as specified in § 2 of the Product 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 and Underlying Data. **"Issuing Agent"** means the Issuing Agent as specified in § 1 of the Product 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 and Underlying Data.]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

**"Last Day of the Distribution Observation Period"** means the last Final Observation Date.]

**"Lock-in Event"** means that the Geometric Performance of the Underlying (k) on any Observation Date (k) is equal to or greater than the Lock-in Factor.

**"Lock-in Factor"** means the Lock-in Factor as specified in § 1 of the Product and Underlying Data.

**"Management Company"** means the Management Company [as specified in § 2 of the Product 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 of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange or, as the case may be, the Determining Futures Exchange, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the Relevant Exchange or, as the case may be, the Determining Futures Exchange.]

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

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities that form the basis of the Underlying][components of the Underlying] are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the Underlying are listed or traded;
- (b) in relation to [individual securities which form the basis of the Underlying] [components of the Underlying], the suspension or restriction of trading on the exchanges or on the markets on which such [securities][components] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][components] are traded;
- (c) in relation to individual Derivatives of the Underlying, the suspension or restriction of

trading on the futures exchanges or the markets on which such derivatives are traded;

- (d) the suspension of or failure or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price, which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]] [to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]]. Any restriction of the trading hours or the number of days on which trading takes place on the [Relevant Exchange][Reference Market] 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][Reference Market] or, as the case may be, the Determining Futures Exchange.]

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

- (a) the suspension or the restriction of trading or the price determination of the Underlying on the Reference Market or
- (b) 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 is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Reference Market 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 Reference Market or, as the case may be, the Determining Futures Exchange.]

[In the case of a fund as Underlying, 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, or
- (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 return for payment 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

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

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

*with respect to the Underlying:*

- (a) the suspension or restriction of trading generally on the exchanges or markets on which the Index Constituents are traded;
- (b) in relation to an Index Constituent, the suspension or restriction of trading on the exchanges or markets on which that Index Constituent is traded or on the respective futures exchanges or markets on which derivatives linked to that Index Constituents 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:*

- (a) 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 by the respective Fund Services Provider on behalf of the Management Company;
- (b) in relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV;
- (c) in relation to a Fund, it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund, the respective Management Company or the respective 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;
- (d) in relation to a Fund, the Fund or the respective Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash; or
- (e) in relation to a Fund, comparable events which affect the ability of the Issuer to hedge its obligations under the Securities; or
- (f) in relation to a Fund, 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

["**Maximum Additional Amount (k)**" means the Maximum Additional Amount (k) as specified in § 1 of the Product and Underlying Data.]

"**Maximum Amount**" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.

["**Minimum Additional Amount (k)**" means the Minimum Additional Amount (k) as specified in § 1 of the Product and Underlying Data.]



**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product 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 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 and Underlying Data. If [the][an] Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date.

**"Observation Date (k)"** means the Observation Date (k) as specified in § 1 of the Product and Underlying Data. If an Observation Date (k) is not a Calculation Date the immediately following day, which is a Calculation Date shall be the respective Observation Date (k). The respective Additional Amount Payment Date (k) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**["Final Observation Date"** means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product 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 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.]

**["Participation Factor"** means the Participation Factor as specified in § 1 of the Product and Underlying Data.]

**["Performance of the Underlying (final)"** means the performance of the Underlying using the following formula:

$(R \text{ (final)} / R \text{ (initial)})$

**"Performance of the Underlying (k)"** means the Performance of the Underlying (k) using the following formula:

$R \text{ (k)} / R \text{ (initial)}$

**["Portfolio Manager"** means [the Portfolio Manager [specified in § 2 of the Product 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 a 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 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:]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

"**R (initial)**" means the equally weighted average (arithmetic mean) of the products of Reference Prices and Reference Price Adjustment Factors determined on the Initial Observation Dates.]

[In other cases, 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:]

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

"**R (initial)**" means the [highest][lowest] value of the product of Reference Price and Reference Price Adjustment Factor during the [Best-in][Worst-in]-Period.]

[In other cases, 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)].]

"**R (k)**" means the Reference Price on the relevant Observation Date (k).

"**Rebate Amount**" means the Rebate Amount as specified in § 1 of the Product and Underlying Data.]

"**Redemption Amount**" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

"**Reference Market**" means the Reference Market as specified in § 2 of the Product and Underlying Data.]

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

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:]

"**Reference Price Adjustment Factor**" means, in relation to an Observation Date, the product of all the Underlying Distribution Factors for which the Underlying Distribution Ex-Date falls into [the period] [the time] between the First Day of the Distribution Observation Period (exclusive) and the respective Observation Date (inclusive).]

"**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 2.1] in § 2 of the Product and Underlying Data][exchange on which the components of the Underlying are traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]] by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].

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 the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. 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.]

**"Security Holder"** means the holder of a Security.

**"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 [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange][that Clearance System].

**"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 the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (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 the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

**"Strike"** means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].]

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

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

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

**"Underlying Currency"** means the Underlying Currency as specified in § 2 of the Product and

## Underlying Data.

[In the case of Securities where distributions by the Underlying are retained and where the Underlying Currency is the same as the Specified Currency, the following applies:

"**Underlying Distribution**" means each cash distribution specified by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] that is declared and paid by the Fund or the Management Company in respect of the Underlying.

"**Underlying Distribution Date**" means, in relation to an Underlying Distribution, the Calculation Date immediately prior to the respective Underlying Distribution Ex-Date.

"**Underlying Distribution Ex-Date**" means, in relation to an Underlying Distribution, the first day on which the NAV is published having been reduced by that Underlying Distribution.

"**Underlying Distribution Factor**" means the Underlying Distribution Factor calculated by the Calculation Agent in respect of each Underlying Distribution Ex-Date within the Underlying Distribution Observation Period as the total of (i) one and (ii) the quotient of the respective Underlying Distribution (net) and the NAV on the respective Underlying Distribution Date.

"**Underlying Distribution (net)**" means, in relation to an Underlying Distribution, that Underlying Distribution less an amount determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] equal to the taxes, levies, retentions, deductions or other charges that would arise with respect to the cash distribution for a private investor fully liable to tax in Germany if he were the holder of the Underlying.

"**Underlying Distribution Observation Period**" means each Calculation Date between the First Day of the Distribution Observation Period (exclusive) and the Last Day of the Distribution Observation Period.]

"**VolComparator**" means the index as specified in § 1 of the Product and Underlying Data.

"**VolComparator Calculation Date**" means each day on which the VolComparator Reference Price is calculated and published by the VolComparator Sponsor.

"**VolComparator Reference Price**" means the closing price of the VolComparator.

"**VolComparator Sponsor**" means the VolComparator Sponsor as specified in § 1 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 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities*

*governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], 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 and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

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

"**Worst-in Period**" means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Worst-in Period (inclusive).]

## § 2

### Interest, Additional Amount

(1) *Interest:* The Securities do not bear interest.

(2) *Additional Amount:*

(i) If on an Observation Date (k) an Income Payment Event has occurred and no Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k), the Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) will be determined using the following formula:

Additional Amount (k) = Nominal Amount x (Geometric Average Performance of the Underlying (k) – Strike Level).

[The Additional Amount (k) will not be greater than the Maximum Additional Amount (k).]

If no Income Event has occurred on an Observation Date (k) no Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k).

(ii) If a Lock-in Event has occurred on a given Observation Date (k) or on any previous Observation Date (k) the Rebate Amount will be paid on the respective Additional Amount Payment Date (k). Moreover, the Rebate Amount will be paid on any following Additional Amount Payment Date (k) regardless whether on any of the following Observation Date (k) an Income Payment Event has occurred.

**§ 3**

**Redemption**

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

**§ 4**

**Redemption Amount**

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If a Lock-In Event has occurred the Redemption Amount corresponds to the Nominal Amount.

*[In the case of Barrier Geoscope Securities, the following applies:*

- If no Lock-In Event has occurred and if no Barrier Event has occurred, the Redemption Amount corresponds to the Nominal Amount.]
- If no Lock-in Event has occurred [*In the case of Barrier Geoscope Securities, the following applies:* and a Barrier Event has occurred], the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount x Performance of the Underlying (final)

The Redemption Amount in this case is not less than the Minimum Redemption Amount and no greater than the Maximum Amount.]]

**PRODUCT TYPE 6: GARANT BASKET SECURITIES**

**PRODUCT TYPE 7: GARANT RAINBOW SECURITIES**

[In the case of Garant [Basket][Rainbow] Securities, the following applies:

**§ 1**

**Definitions**

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

[In the case of a basket consisting of shares or a depository receipts as Underlying, the following applies:

- (a) each measure taken by the company that has issued the respective Basket Component<sub>i</sub> or by a third party, which would - due to a change in the legal and financial position, in particular a change in the company's fixed assets and capital - affect the respective Basket Component<sub>i</sub>; 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) an early termination performed by the respective Determining Futures Exchange<sub>i</sub> of the there traded Derivatives of the respective Basket Component<sub>i</sub>;
- (c) an adjustment performed by the respective Determining Futures Exchange<sub>i</sub> of the there traded Derivatives of the respective Basket Component<sub>i</sub>, 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 respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

[In the case of a basket consisting of indices as Underlying, the following applies:

- (a) changes in the relevant Index Concept or the calculation of the respective Basket Component<sub>i</sub>, that result in a new relevant Index Concept or calculation of the respective Basket Component<sub>i</sub> being no longer economically equivalent to the original relevant Index Concept or the original calculation of the respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub> as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**Index Usage Event**"); an Index Usage Event is also the termination of the license to use the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

[In the case of a basket consisting of a commodity as Underlying, the following applies:

[(a)] any changes in the Relevant Trading Conditions of the respective Basket Component<sub>i</sub> that lead to a situation where, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. [;

- (b) a Hedging Disruption occurs].]

[In the case of a basket consisting of funds as Underlying other than ETF the following applies:

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue, redemption or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> or of the Management Company<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (h) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> outstanding];
- (l) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of the Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (o) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (r) the Issuer loses the right to use the Fund [Share]<sub>i</sub> as a Basket Component 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (t) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (y) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>,
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day.[.];]

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

[(bb)][(cc)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [*Insert*%].][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than [*Insert*%].] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub> 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] using the daily returns of the Basket Component<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator Component<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [*Insert*%].]

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

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

Where:

"t" is the relevant VolComparator Calculation Date for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

"P" is [Insert number of days];

"BRP<sub>i</sub> (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [Insert number of days] VolComparator Calculation Dates of VolComparator<sub>i</sub> and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates of VolComparator<sub>i</sub> in each case.]]

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

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a provider of fund services appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) the quotation of the Fund Shares<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Fund Shares<sub>i</sub>;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (j) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> outstanding;
- (n) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (q) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (t) the Issuer loses the right to use the Fund [Share]<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no

notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (y) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (aa) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (bb) the NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>,
- (cc) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];]
- [(dd) a Hedging Disruption occurs];[.]
- [(dd)][(ee)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [*Insert*]%.][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than [*Insert*]%.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] on the basis of the daily logarithmic returns of the Basket Component<sub>i</sub> over the immediately preceding [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also

VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date for Basket Component<sub>i</sub>;

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

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub>; 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] using the daily returns of the Basket Component<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

[The volatility of the VolComparator<sub>i</sub> is calculated on any day that is a VolComparator Calculation Date for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> on the basis of the daily logarithmic returns of the VolComparator<sub>i</sub> over the immediately preceding [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> which are also Calculation Dates for Basket Component<sub>i</sub> 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 for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"BRP (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> and standardised to



produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates for VolComparator<sub>i</sub> in each case.]]

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

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

["**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

["**Auditor<sub>i</sub>**" means the Auditor<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Auditor<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Auditor<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor]] [in relation to the Fund<sub>i</sub>, a person, company or institution appointed for the purpose of auditing the Fund<sub>i</sub> 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**")]] [is][are] 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 and Underlying Data.]

"**Basket Component<sub>i</sub>**" means the respective [share][index][commodity][Fund Share<sub>i</sub>] as specified in § 1 of the Product and Underlying Data.

[In the case of Garant Rainbow Securities, the following applies:

"**Basket Component<sub>i best</sub>**" means the following Basket Component:

"**Basket Component<sub>i best</sub>**" (with i = 1) means the Basket Component<sub>j</sub> with the Best Performance.

"**Basket Component<sub>i best</sub>**" (with i = 2,...N) means the Basket Component<sub>i</sub> with the Best Performance differing from all Basket Components<sub>j best</sub> (with j = 1,...(i-1)).]

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

"**Best-in Period**" means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive).]

[In the case of Garant Rainbow Securities, the following applies:

"**Best Performance**" means the performance of the Basket Component<sub>j</sub> whose performance is expressed by:

Performance of the Basket Component<sub>j</sub> = max(K<sub>i</sub> (final) / K<sub>i</sub> (initial)) (where i = 1,...N)]

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

"**Best-out Period**" means [Insert relevant day(s)] between the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]

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

"**Calculation Date**" means [in relation to each Basket Component<sub>i</sub>] each day on which the [Reference Price][relevant Reference Price<sub>i</sub>] is [normally] published by the [respective Relevant Exchange;][respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent;][respective

Reference Market<sub>i</sub>] [respective Fund<sub>i</sub> or of the respective Management Company<sub>i</sub>].

["**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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(a)] the holding, acquisition or sale of the respective Basket Component<sub>i</sub> 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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

["**Clearance System**" means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

["**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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].]

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

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the relevant Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub>;
- (d) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]].]

["**Conversion Event**" means [each of the following events:] [a Share Conversion Event][:]; [an

Index Conversion Event[;] [a Commodity Conversion Event[;] [a Fund Conversion Event[;] [a Change in Law [and/or a Hedging Disruption [and/or Increased Costs of Hedging]].]

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Custodian Bank<sub>i</sub>**" means the Custodian Bank<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank<sub>i</sub> [in relation to the Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets].]

"**Determining Futures Exchange<sub>i</sub>**" means the [options and/or] futures exchange, on which respective derivatives of the respective Basket Component<sub>i</sub> [or [ – if derivatives on the respective Basket Component<sub>i</sub> are not traded –] its components] (the "**Derivatives**") are mostly liquidly traded, such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions.

In the case of a material change in the market conditions at the Determining Futures Exchange<sub>i</sub>, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component<sub>i</sub> [or to its components] at the Determining Futures Exchange<sub>i</sub> or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange<sub>i</sub> by another [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange<sub>i</sub>**"); such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. In the event of such substitution, any reference to the Determining Futures Exchange<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange<sub>i</sub>.

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

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

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

"**Fund<sub>i</sub>**" means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the Fund<sub>i</sub> in whose assets the Fund Share<sub>i</sub> represents a proportional interest.]

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

- (a) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s][;][;
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of*

Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith][("Fund Replacement Event")]

"**Fund Documents**<sub>i</sub>" means, [in relation to a Fund<sub>i</sub>], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version.

["**Fund Management**<sub>i</sub>," means the persons responsible for the portfolio and/or the risk management of the Fund<sub>i</sub>.]

["**Fund Services Provider**<sub>i</sub>," means, if applicable, the Administrator<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub>, the Portfolio Manager<sub>i</sub> and the Auditor<sub>i</sub>.]

["**Fund Share**<sub>i</sub>," means [a unit or share of the Fund<sub>i</sub> and of the class set out in § 1 of the Product and Underlying Data][an Index Constituent which is a share in a Fund].]

["**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

["**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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 each 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

(d) the Reference Price is no longer published in the Underlying Currency.]

**["Index Calculation Agent<sub>i</sub>"]** means the Index Calculation Agent<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

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

- (a) no suitable Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging]] occur[s];
- (c) the relevant Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub>;
- (d) no suitable substitute for the respective Index Sponsor<sub>i</sub> and/or the respective Index Calculation Agent<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (e) an adjustment pursuant to § 8 [(2)] [or] [(3)] [(e.g. no suitable Replacement Underlying is available)] 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

**["Index Sponsor<sub>i</sub>"]** means the Index Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

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

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

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

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

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

**" $K_i$  (initial)"** means  $K_i$  (initial) as specified in § 1 of the Product and Underlying Data.]

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

**" $K_i$  (initial)"** means the Reference Price<sub>i</sub> [of the Basket Component<sub>i</sub>] on the Initial Observation Date.]

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

"**K<sub>i</sub> (initial)**" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub> specified on the Initial Observation Dates.]

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

"**K<sub>i</sub> (initial)**" means the [highest][lowest] Reference Price<sub>i</sub> on [each of the Initial Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-in Period (including) and the Last Day of the [Best] [Worst]-in Period (including).]

[In the case of Garant Rainbow Securities where K<sub>i</sub> (initial) has already been specified, the following applies:]

"**K<sub>i best</sub> (initial)**" means K<sub>i</sub> (initial) of the Basket Component<sub>i best</sub>.]

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

"**K<sub>i</sub> (final)**" means the Reference Price<sub>i</sub> [of the Basket Component<sub>i</sub>] on the Final Observation Date.]

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

"**K<sub>i</sub> (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices of the Basket Component<sub>i</sub> specified on the Final Observation Dates.]

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

"**K<sub>i</sub> (final)**" means the [highest][lowest] Reference Price<sub>i</sub> on [each of the Final Observation Dates] [each [Insert relevant date(s)] between the First Day of the [Best] [Worst]-out Period (including) and the Final Observation Date (including).]

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

"**K<sub>i best</sub> (final)**" means K<sub>i</sub> (final) of the Basket Component<sub>i best</sub>.]

"**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 and Underlying Data.]

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

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

[In the case of a basket consisting of shares or depository receipts as Underlying, the following applies:]

- (a) the failure of the respective Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the respective Basket Component<sub>i</sub> on the respective Relevant Exchange<sub>i</sub>;
- (c) in general the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the respective Determining Futures Exchange<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] [. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange<sub>i</sub> or, as the case may be, the respective Determining Futures

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

[In the case of a basket consisting of indices as Underlying, the following applies]

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities][underlyings] that form the basis of the respective Basket Component<sub>i</sub> are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the respective Basket Component<sub>i</sub> are listed or traded;
- (b) in relation to individual [securities][underlyings] which form the basis of respective Basket Component<sub>i</sub>, the suspension or restriction of trading on the exchanges or on the markets on which such [securities][underlyings] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][underlyings] are traded;
- (c) in relation to individual Derivatives of the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub> as a result of a decision by the Index Sponsor<sub>i</sub> or the Index Calculation Agent<sub>i</sub>;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]] [to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]]. Any restriction of the trading hours or the number of days on which trading takes place on the respective [Relevant Exchange<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the Determining Futures Exchange<sub>i</sub>, 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<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the Determining Futures Exchange<sub>i</sub>.]

[In the case of a basket consisting of commodities as Underlying, the following applies:]

- (a) the suspension or the restriction of trading or the price determination of the respective Basket Component<sub>i</sub> on the Reference Market<sub>i</sub> or
- (b) the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the Determining Futures Exchange<sub>i</sub>

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub> shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

[In the case of a basket consisting of funds as Underlying other than ETF the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>, or
- (b) the closure, conversion or insolvency of the Fund<sub>i</sub> or other circumstances which make it impossible to determine the NAV<sub>i</sub>, or
- (c) it is not possible to trade Fund Shares<sub>i</sub> at the NAV<sub>i</sub>. This also covers cases in which the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> on their behalf decides to suspend the redemption or issue of the Fund Shares<sub>i</sub> for a specified period or to restrict the redemption or issue of the Fund Shares<sub>i</sub> to a specified portion of the volume of the Fund<sub>i</sub> or to levy additional fees, or
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> redeems the Fund Shares<sub>i</sub> in return for payment 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<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

[In the case of a basket consisting of ETF as Underlying the following applies:

- (a) the failure of the Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Basket Component<sub>i</sub> on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in derivative on the index which the Fund<sub>i</sub> aims to replicate ("**ETF-Benchmark<sub>i</sub>**") or on an index which only differs from the ETF-Benchmark<sub>i</sub> 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<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV<sub>i</sub> is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*] Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>, 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<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>.]



*[In the case of an index as Underlying referencing a fund, 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 Constituents are traded;
- (b) in relation to an Index Constituent, the suspension or restriction of trading on the exchanges or markets on which that Index Constituent is traded or on the respective futures exchanges or markets on which derivatives linked to that Index Constituent 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:*

- (a) 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,
- (b) in relation to a Fund, the closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV;
- (c) 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;
- (d) in relation to a Fund, comparable provisions which affect the ability of the Issuer to hedge its obligations under the Securities; or
- (e) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

*[In the case of Garant Cap Basket and Garant Cap Rainbow Securities, the following applies:*

**"Maximum Amount"** means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"N"** means the number of Basket Components as specified in § 1 of the Product and Underlying Data.

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

**"Nominal Amount"** means the Nominal Amount as specified in § 1 of the Product 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 and Underlying Data. If [the][an] Initial Observation Date is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the [respective] Initial Observation Date for [all Basket Components][the relevant Basket Component<sub>i</sub>].]

**"Final Observation Date"** means [the Final Observation Date] [each of the Final Observation Dates] as specified in § 1 of the Product and Underlying Data. If [the][a] Final Observation Date is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the [respective] Final Observation Date for [all Basket Components][the relevant Basket Component<sub>i</sub>]. [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.

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

[In the case of Garant Basket Securities, the following applies:

**"Performance<sub>i</sub>"** means the performance of the Basket Component<sub>i</sub> according to the following formula:

$$K_i \text{ (final)} / K_i \text{ (initial)}$$

**"Performance of the Underlying"** means the performance of the Underlying according to the following formula:

$$\text{Performance of the Underlying} = \sum_{i=1}^N (\text{Performance}_i \times W_i).$$

[In the case of Garant Rainbow Securities, the following applies:

**"Performance<sub>i best</sub>"** means the performance of the Basket Component<sub>i best</sub> multiplied with the respective Weighting<sub>i best</sub> ( $W_{i best}$ ) according to the following formula:

$$(K_{i best} \text{ (final)} / K_{i best} \text{ (initial)}) \times W_{i best}$$

**"Performance of the Underlying"** means the performance of the Underlying according to the following formula:

$$\text{Performance of the Underlying} = \sum_{i=1}^N (\text{Performance}_{i best}).]$$

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**["Reference Market<sub>i</sub>"** means the relevant Reference Market<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

**"Reference Price<sub>i</sub>"** means the Reference Price<sub>i</sub> of the relevant Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

**["Registered Benchmark Administrator<sub>i</sub>"** 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<sub>i</sub>"** means the [respective Relevant Exchange<sub>i</sub> as specified in § 2 of the Product and Underlying Data.] [exchange, on which the components of the respective Basket Component<sub>i</sub> are traded; such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith. by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity].]

In the case of a material change in the market conditions at the [respective] Relevant Exchange<sub>i</sub>, such as a final discontinuation of the quotation of the [respective Basket Component<sub>i</sub> [or, respectively its components]] [Underlying] at the respective Relevant Exchange<sub>i</sub> and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange<sub>i</sub> shall be substituted as the Relevant Exchange<sub>i</sub> by another exchange that offers satisfactorily liquid trading in the Basket Component<sub>i</sub> [or, respectively its components] (the "**Substitute Exchange<sub>i</sub>**"); such exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. In this case, any reference to the Relevant Exchange<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange<sub>i</sub>.]

**"Security Holder"** means the holder of a Security.

**"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 [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange] [that Clearance System].]

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

- (a) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith];
- (b) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> no longer occurs in the Currency of the Basket Component<sub>i</sub>;
- (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 the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]].]

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

**"Strike"** means the Strike as specified in § 1 of the Product and Underlying Data].

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

**"Underlying"** means a basket consisting of the Basket Components.

"**VolComparator<sub>i</sub>**" means the index in relation to Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Calculation Date**" means in relation to VolComparator<sub>i</sub> each day on which the VolComparator Reference Price<sub>i</sub> is calculated and published by the VolComparator Sponsor<sub>i</sub>.

"**VolComparator Reference Price<sub>i</sub>**" means the closing price of the VolComparator<sub>i</sub>.

"**VolComparator Sponsor<sub>i</sub>**" means the VolComparator Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Replacement Event**" means in relation to a VolComparator<sub>i</sub>

- (a) any change in the relevant index concept or the calculation of the VolComparator<sub>i</sub>, result in a new relevant index concept or calculation of the VolComparator<sub>i</sub> being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the VolComparator<sub>i</sub> 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<sub>i</sub> 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<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], which index should be used in the future as a VolComparator<sub>i</sub> (the "**Replacement VolComparator**"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator<sub>i</sub> is no longer determined by the VolComparator Sponsor<sub>i</sub> 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<sub>i</sub> as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor<sub>i</sub> 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 and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

[In the case of Garant Basket Securities, the following applies:

"**Weighting<sub>i</sub> (W<sub>i</sub>)**" (with  $i = 1, \dots, N$ ) means the Weighting of the Basket Component<sub>i</sub>, as specified in § 1 of the Product and Underlying Data.]

[In the case of Garant Rainbow Securities, the following applies:

"**Weighting<sub>i best</sub> ( $W_{i best}$ )**" (with  $i = 1, \dots, N$ ) means the Weighting applicable to the respective Basket Component<sub>i best</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Worst-in Period**" means [Insert relevant day(s)] 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 feature, the following applies:

"**Worst-out Period**" means [Insert relevant day(s)] 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

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount

*Redemption Amount:* The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

***[Product Type 6: Garant Basket Securities***

***[Product Type 7: Garant Rainbow Securities***

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (Performance of the Underlying – Strike))

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

**PRODUCT TYPE 8: GARANT PERFORMANCE TELESCOPE BASKET SECURITIES**

[Product Type 8: In the case of Garant Performance Telescope Basket Securities, the following applies:

**§ 1****Definitions**

"**Additional Amount (k)**" means the Additional Amount (k) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.

"**Additional Amount Payment Date (k)**" means the Additional Amount Payment Date (k) as specified in § 1 of the Product and Underlying Data.

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

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

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue, redemption or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> or of the Management Company<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> of the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (h) a breach Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub>; that is material or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> outstanding ;
- (l) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (o) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (r) the Issuer loses the right to use the Fund [Share]<sub>i</sub> as the Basket Component 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (t) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities*

governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];

- (y) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or on the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) the NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>;
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];];[.];
- [(bb) a Hedging Disruption occurs];[.];

[(bb)][(cc)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [Insert]%.][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than [Insert]%.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [Insert number of days] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub> 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] using the daily returns of the Basket Component<sub>i</sub> for the most recent [Insert number of days] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator Component<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

[The volatility of the VolComparator<sub>i</sub> is calculated on any day that is a VolComparator Calculation Date for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> on the basis of the daily logarithmic returns of the VolComparator<sub>i</sub> over the immediately

preceding [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> which are also Calculation Dates for Basket Component<sub>i</sub> in each case using the following formula:

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

Where:

"t" is the relevant VolComparator Calculation Date for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"BRP<sub>i</sub> (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates of VolComparator<sub>i</sub> and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates of VolComparator<sub>i</sub> 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 ETF as Underlying the following applies:]

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

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a provider of fund services appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) the quotation of the Fund Shares<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (h) an early termination performed by the Determining Futures Exchange of the theretraded Derivatives of the Fund Shares<sub>i</sub>;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (j) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> outstanding;
- (n) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (q) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (t) the Issuer loses the right to use the Fund [Share]<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no

notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (y) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (aa) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (bb) the NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>,
- (cc) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];]
- [(dd) a Hedging Disruption occurs];[.]
- [(dd)][(ee)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [*Insert*]%.][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than [*Insert*]%.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] on the basis of the daily logarithmic returns of the Basket Component<sub>i</sub> over the immediately preceding [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also

VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date for Basket Component<sub>i</sub>;

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

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub>; 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] using the daily returns of the Basket Component<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

[The volatility of the VolComparator<sub>i</sub> is calculated on any day that is a VolComparator Calculation Date for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> on the basis of the daily logarithmic returns of the VolComparator<sub>i</sub> over the immediately preceding [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> which are also Calculation Dates for Basket Component<sub>i</sub> 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 for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"BRP (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> and standardised to

produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates for VolComparator<sub>i</sub> in each case.]]

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

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

["**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

["**Auditor<sub>i</sub>**" means the Auditor<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Auditor<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Auditor<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor]] [in relation to the Fund<sub>i</sub>, a person, company or institution appointed for the purpose of auditing the Fund<sub>i</sub> 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**") ] [is][are] open for business [and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Basket Component<sub>i</sub>**" means the respective Fund Share<sub>i</sub> as specified in § 2 of the Product and Underlying Data (and collectively the "Basket Components").

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

"**Best-in Period**" means [Insert relevant day(s)] between the Initial Observation Date (inclusive) and the Last Day of the Best-in Period (inclusive)].

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

"**Best-out Period**" means [Insert relevant day(s)] between the First Day of the Best-out Period (inclusive) and the Final Observation Date (inclusive).]

"**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<sub>i</sub> is normally published by the respective Fund<sub>i</sub> or the respective Management Company<sub>i</sub>.

["**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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,

[(a)] the holding, acquisition or sale of the respective Basket Component<sub>i</sub> 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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

[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] [in the securities that form the basis of] [the Basket Component<sub>i</sub>] [subscriptions or redemptions of Fund Shares<sub>i</sub>] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which the 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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [*Insert other Clearing System(s).*]

"**Conversion Event**" means a Fund Conversion Event.

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Custodian Bank<sub>i</sub>**" means the Custodian Bank<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank<sub>i</sub> [in relation to the Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets].]

"**D (k)**" means the denominator attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.

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

"**Determining Futures Exchange**" means the [options and/or] futures exchange, on which respective derivatives of the Underlying [or [ – if derivatives on the Underlying are not traded –] its components] (the "**Derivatives**") are mostly liquidly traded, such [options and/or] futures exchange shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions.

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 [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange**"); such [options and/or] futures exchange shall be determined by the

Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. In the event of such substitution, 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.]]

"**Final Payment Date**" means the Final Payment Date as specified [in the "Final Payment Date" column in Table [●]] in § 1 of the Product and Underlying Data.

"**Final Strike Level**" means the Final Strike Level [as specified in § 1 of the Product and Underlying Data].

[In the case of Securities with a Best-out observation, 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 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 and Underlying Data.]

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

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

"**Fund<sub>i</sub>**" means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the investment fund in whose assets the Fund Share<sub>i</sub> represents a proportional interest.

A "**Fund Conversion Event**" means each of the following events:

- (a) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];]

(c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith][("**Fund Replacement Event**")]

"**Fund Documents<sub>i</sub>**" means, [in relation to a Fund<sub>i</sub>], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version."**Fund Management<sub>i</sub>**" means the persons responsible for the portfolio and/or risk management of the Fund<sub>i</sub>.

"**Fund Services Provider<sub>i</sub>**" means, if applicable, the Administrator<sub>i</sub>, the Auditor<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub> and the Portfolio Manager<sub>i</sub>.

"**Fund Share<sub>i</sub>**" means a unit or share of the class set out [in the "Basket Component<sub>i</sub>" column in Table [●]] in § 2 of the Product and Underlying Data.

"**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

["**Income Payment Event**" means that the Performance of the Underlying (k) is greater than the Strike.]

["**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

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

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

[In the case of an Issuing Agent, the following applies:

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

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

" **$K_i$  (initial)**" means  $K_i$  (initial) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with an initial reference price observation, the following applies:

" **$K_i$  (initial)**" means the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the Initial Observation Date.]

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

" **$K_i$  (initial)**" means the equally weighted average (arithmetic mean) of the Reference Prices<sub>i</sub> of the Basket Component<sub>i</sub> determined on the Initial Observation Dates.]

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

" **$K_i$  (initial)**" means the highest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Best-in Period.]

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

" **$K_i$  (initial)**" means the lowest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Worst-in Period.]

" **$K_i$  (k)**" means the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the respective Observation Date (k).

[In the case of Securities with a final reference price observation, the following applies:

"**K<sub>i</sub> (final)**" means the Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> on the Final Observation Date.]

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

"**K<sub>i</sub> (final)**" means the equally weighted average (arithmetic mean) of the Reference Prices<sub>i</sub> of the Basket Component<sub>i</sub> determined on the Final Observation Dates.]

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

"**K<sub>i</sub> (final)**" means the highest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Best-out Period.]

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

"**K<sub>i</sub> (final)**" means the lowest Reference Price<sub>i</sub> of the Basket Component<sub>i</sub> during the Worst-out Period.]

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

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

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

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

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

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

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

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>, or
- (b) the closure, conversion or insolvency of the Fund<sub>i</sub> or other circumstances which make it impossible to determine the NAV<sub>i</sub>, or
- (c) it is not possible to trade Fund Shares<sub>i</sub> at the NAV<sub>i</sub>. This also covers cases in which the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> on their behalf decides to suspend the redemption or issue of the Fund Shares<sub>i</sub> for a specified period or to restrict the redemption or issue of the Fund Shares<sub>i</sub> to a specified portion of the volume of the Fund<sub>i</sub> or to levy additional fees, or
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> redeems the Fund Shares<sub>i</sub> in return for payment 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<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable*

discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

[In the case of a basket consisting of ETF as Underlying the following applies:

- (a) the failure of the Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Basket Component<sub>i</sub> on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in derivative on the index which the Fund<sub>i</sub> aims to replicate ("**ETF-Benchmark<sub>i</sub>**") or on an index which only differs from the ETF-Benchmark<sub>i</sub> 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<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV<sub>i</sub> is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>, 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<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>.]

[In the case of Garant Performance Telescope Cap Basket Securities, the following applies:

["**Maximum Amount**" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**N**" means the number of the Basket Components as specified in § 1 of the Product and Underlying Data.

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

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

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

[In the case of Securities with an initial reference price observation with postponement of the Observation Date of all Basket Components, the following applies:

"**Initial Observation Date**" means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day which is a Calculation Date for all Basket Components shall be the Initial Observation Date for all Basket Components.]

[In the case of Securities with an initial reference price observation with postponement of the Observation Date of all Basket Components, the following applies:

"**Initial Observation Date**" means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the Initial Observation Date for the corresponding Basket Component<sub>i</sub>.]

[In the case of Securities with an initial average observation and postponement of the Observation Date of all Basket Components, the following applies:

"**Initial Observation Date**" means each of the Initial Observation Dates specified in § 1 of the Product and Underlying Data. If an Initial Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day which is a Calculation Date for all Basket Components shall be the corresponding Initial Observation Date for all Basket Components.]

[In the case of Securities with an initial average observation and postponement of the Observation Date of the respective Basket Components, the following applies:

"**Initial Observation Date**" means each of the Initial Observation Dates specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the corresponding Initial Observation Date for the corresponding Basket Component<sub>i</sub>.]

"**Observation Date (k)**" means the Observation Date (k) as specified in § 1 of the Product and Underlying Data. If this day is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day which is a Calculation Date for all Basket Components shall be the Final Observation Date for all Basket Components. The Additional Amount Payment Date (k) will be postponed accordingly. Interest shall not be payable due to such postponement.

[In the case of Securities with a final reference price observation with postponement of the Observation Date of all Basket Components, the following applies:

"**Final Observation Date**" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for all Basket Components shall be the Final Observation Date for all Basket Components. The Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a final reference price observation with postponement of the Observation Date of the respective Basket Components, the following applies:

"**Final Observation Date**" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the Final Observation Date for the corresponding Basket Component<sub>i</sub>. The Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a final average observation with postponement of the Observation Date of all Basket Components, the following applies:

"**Final Observation Date**" means each of the Final Observation Dates specified in § 1 of the Product and Underlying Data. If this day is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for all Basket Components shall be the corresponding Final Observation Date for all Basket Components. If the last Final Observation Date is not a Calculation Date, then the Final Payment

Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

[In the case of Securities with a final average observation with postponement of the Observation Date of the respective Basket Components, the following applies:

**"Final Observation Date"** means each of the Final Observation Dates specified in § 1 of the Product and Underlying Data. If this day is not a Calculation Date for one or more Basket Components, then the immediately following Banking Day that is a Calculation Date for the corresponding Basket Component<sub>i</sub> shall be the corresponding Final Observation Date for the corresponding Basket Component<sub>i</sub>. The Final Payment Date shall be postponed correspondingly. Interest shall not be payable due to such postponement.]

**"Final Participation Factor"** means the Final Participation Factor as specified in § 1 of the Product and Underlying Data.

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

**"Participation Factor (final)"** means the Participation Factor (final) as specified in § 1 of the Product and Underlying Data.

**"Performance<sub>i</sub> (k)"** means the Performance of the Basket Component<sub>i</sub> (k) using the following formula:

$$K_i(k) / K_i(\text{initial})$$

**"Performance<sub>i</sub>"** means the Performance of the Basket Component<sub>i</sub>, determined from the quotient of K<sub>i</sub> (final), as the numerator, and K<sub>i</sub> (initial), as the denominator.

**"Performance of the Underlying"** means the Performance of the Underlying in accordance with the following formula:

$$\text{Performance of the Underlying} = \sum_{i=1}^N (\text{Performance}_i \times W_i)$$

**"Performance of the Underlying (k)"** means the performance of the Underlying (k) using the following formula:

$$\text{Performance of the Underlying (k)} = \sum_{i=1}^N (\text{Performance}_i(k) \times W_i)$$

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

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

**"Redemption Amount"** means the Redemption Amount as calculated or determined by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Reference Price<sub>i</sub>"** means the Reference Price<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

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

**"Relevant Exchange"** means the Relevant Exchange [as specified in § 2 of the Product and Underlying Data].

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 Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the Relevant Exchange (the "**Substitute Exchange**"). 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.]

"**Security Holder**" means the holder of a Security.

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

["**Settlement Cycle**" means the period of Clearance System Business Days [following a transaction on the Relevant Exchange; [with respect to the Basket Component<sub>i</sub>];[in the securities that form the basis of the the respective Basket Component<sub>i</sub>]] during which period settlement [of subscriptions or redemptions of Fund Shares<sub>i</sub>] will customarily take place according to the rules of [such Relevant Exchange<sub>i</sub>];[that Clearance System].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

["**Strike**" means the Strike as specified in § 1 of the Product and Underlying Data.]

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

"**Underlying**" means a basket consisting of the Basket Components.

["**VolComparator<sub>i</sub>**" means the index in relation to Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

"**VolComparator Calculation Date**" means in relation to VolComparator<sub>i</sub> each day on which the VolComparator Reference Price<sub>i</sub> is calculated and published by the VolComparator Sponsor<sub>i</sub>.

"**VolComparator Reference Price<sub>i</sub>**" means the closing price of the VolComparator<sub>i</sub>.

"**VolComparator Sponsor<sub>i</sub>**" means the VolComparator Sponsor<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

"**VolComparator Replacement Event**" means in relation to a VolComparator<sub>i</sub>

- (a) any change in the relevant index concept or the calculation of the VolComparator<sub>i</sub>, that result in a new relevant index concept or calculation of the VolComparator<sub>i</sub> being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the VolComparator<sub>i</sub> 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<sub>i</sub> 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<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law,*



*insert*: in its reasonable discretion (§ 315 et seq. BGB) [*in the case of Securities governed by Italian law, insert*: acting in accordance with relevant market practice and in good faith];

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert*: in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert*: acting in accordance with relevant market practice and in good faith], which index should be used in the future as a VolComparator<sub>i</sub> (the "**Replacement VolComparator**"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator<sub>i</sub> is no longer determined by the VolComparator Sponsor<sub>i</sub> 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<sub>i</sub> as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor<sub>i</sub> 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 and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Weighting<sub>i</sub> (W<sub>i</sub>)**" (where  $i = 1, \dots, N$ ) means the weighting allocated to the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

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

"**Worst-in Period**" means [*Insert relevant day(s)*] 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, the following applies:

"**Worst-out Period**" means [*Insert relevant day(s)*] between the First Day of the Worst-out Period (inclusive) and the Final Observation Date (inclusive).]

## § 2

### Interest

(1) The Securities do not bear interest.

[(2) *Additional Amount*: If an Income Payment Event has occurred, the Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) will be determined using the following formula:

Additional Amount (k) = Nominal Amount x (Performance of the Underlying (k) – Strike) x Participation Factor x 1/D (k).

[However, the Additional Amount (k) is not greater than the relevant Maximum Additional Amount (k).]

[In the case of Securities with an unconditional Additional Amount, the following applies:

(2) *Additional Amount*: The corresponding Additional Amount (k) will be paid on the Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) will be determined using the following formula:

Additional Amount (k) = Nominal Amount x (Performance of the Underlying (k) – Strike) x Participation Factor x 1/D (k).

[However, the Additional Amount (k) is not greater than the relevant Maximum Additional Amount (k).]

However, the Additional Amount (k) is not less than the relevant Minimum Additional Amount (k).]

**§ 3**

**Redemption**

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

**§ 4**

**Redemption Amount**

*Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x (Performance of the Underlying – Final Strike Level)).

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].

**PRODUCT TYPE 9: SECURITIES LINKED TO TARGET VOL BASKET STRATEGIES**

[Product Type 9: In the case of Securities linked to Target Vol Basket Strategies, the following applies:

**§ 1**

**Definitions**

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

*[In the case of a basket consisting of shares or depository receipts as Underlying, the following applies:*

- (a) each measure taken by the company that has issued the respective Basket Component<sub>i</sub> or by a third party, which would - due to a change in the legal and financial position, in particular a change in the company's fixed assets and capital - affect the respective Basket Component<sub>i</sub>; 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) an early termination performed by the respective Determining Futures Exchange<sub>i</sub> of the there traded Derivatives of the respective Basket Component<sub>i</sub>;
- (c) an adjustment performed by the respective Determining Futures Exchange<sub>i</sub> of the there traded Derivatives of the respective Basket Component<sub>i</sub>, 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 respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

*[In the case of a basket consisting of indices as Underlying, the following applies:*

- (a) changes in the relevant Index Concept or the calculation of the respective Basket Component<sub>i</sub>, result in a new relevant Index Concept or calculation of the respective Basket Component<sub>i</sub>; being no longer economically equivalent to the original relevant Index Concept or the original calculation of the respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub> as basis for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities (a "**Index Usage Event**"); an Index Usage Event is also the termination of the license to use the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of*

*Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]*

*[In the case of a basket consisting of commodities as Underlying, the following applies:*

- (a) any changes in the Relevant Trading Conditions of the respective Basket Component; that lead to a situation where, as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. [;
- (b) a Hedging Disruption occurs].]

*[In the case of a basket consisting of funds as Underlying other than ETF, the following applies:*

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue, redemption or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq.*

BGB)] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (h) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> outstanding;
- (l) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of the Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (o) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq.*

BGB)] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (r) the Issuer loses the right to use the Fund [Share]<sub>i</sub> as a Basket Component 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (t) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (y) any other event that could have a noticeable adverse effect on NAV<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>.
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];]

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

[(bb)][(cc)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of *[Insert]%*][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than *[Insert]%*.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

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

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub>; 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] using the daily returns of the Basket Component<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator Component<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of *[Insert]%*.]

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

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

Where:

"t" is the relevant VolComparator Calculation Date for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"BRP<sub>i</sub> (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates of VolComparator<sub>i</sub> and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates of VolComparator<sub>i</sub> 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 a basket consisting of ETF as Underlying, the following applies:*

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

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue or purchase, redemption or sale or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a provider of fund services appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;



- (f) the quotation of the Fund Shares<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased and no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Fund Shares<sub>i</sub>;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or of the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (j) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> outstanding;
- (n) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub> or (iv) payments in respect of a redemption of Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (q) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (t) the Issuer loses the right to use the Fund [Share]<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent

*[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*

- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (y) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (z) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (aa) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];*
- (bb) the NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>,
- (cc) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];]
- [(dd) a Hedging Disruption occurs];[.];
- [(dd)][(ee)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of *[Insert]%*.][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than *[Insert]%*.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] on the basis of the daily logarithmic returns of the Basket Component<sub>i</sub> over the immediately preceding *[Insert number of days]* Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case using the following formula:

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

Where:

"**t**" is the relevant Calculation Date for Basket Component<sub>i</sub>;

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

"**NAV<sub>i</sub>(t-k)**" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub> 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator<sub>i</sub>] using the daily returns of the Basket Component<sub>i</sub> for the most recent [*Insert number of days*] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [*Insert*]%.]

[The volatility of the VolComparator<sub>i</sub> is calculated on any day that is a VolComparator Calculation Date for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> on the basis of the daily logarithmic returns of the VolComparator<sub>i</sub> over the immediately preceding [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> which are also Calculation Dates for Basket Component<sub>i</sub> 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 for VolComparator<sub>i</sub> which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"**BRP (t-k)**" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub> using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates for VolComparator<sub>i</sub> and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates for VolComparator<sub>i</sub> 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 a fund as Underlying, the following applies:*

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

**"Aggregate Nominal Amount"** means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

**"Auditor<sub>i</sub>"** means the Auditor<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Auditor<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Auditor<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor<sub>i</sub> [in relation to the Fund<sub>i</sub>, a person, company or institution appointed for the purpose of auditing the Fund<sub>i</sub> 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**") [is][are] open for business [and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

*[In the case of Securities where the Specified Currency is not the Euro, the following applies:*

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

**"Basket Component<sub>i</sub>"** means the respective [share][index][commodity][Fund Share<sub>i</sub>] as specified in § 1 of the Product and Underlying Data (and collectively the "**Basket Components**").

**"Basket Volatility"** means the Basket Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

**"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<sub>i</sub> for all Basket Components is normally published by the [respective Relevant Exchange<sub>i</sub>][respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent<sub>i</sub>][respective Reference Market<sub>i</sub>][respective Fund<sub>i</sub> or of the respective Management Company<sub>i</sub>].

**"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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(a)] the holding, acquisition or sale of the respective Basket Component<sub>i</sub> 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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law,

insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

[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] [in the securities that form the basis of] [the respective Basket Component<sub>i</sub>] [subscriptions or redemptions of Fund Shares<sub>i</sub>] as determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].]

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which the 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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].]

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

- (a) no suitable Replacement Reference Market is available or could be determined; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the relevant Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub> ;
- (d) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]].]

"**Conversion Event**" means [Share Conversion Event] [Index Conversion Event] [Commodity Conversion Event] [Fund Conversion Event] or Reference Rate Conversion Event.

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Custodian Bank<sub>i</sub>**" means the Custodian Bank<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank<sub>i</sub> [in relation to the Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets].]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

"**Determining Futures Exchange<sub>i</sub>**" means the futures exchange, on which respective derivatives of the respective Basket Component<sub>i</sub> [or – if derivatives on the respective Basket Component<sub>i</sub> are not traded – its components] (the "**Derivatives**") are traded, and as determined

by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions in accordance with such Derivative's number or liquidity.

In the case of a material change in the market conditions at the Determining Futures Exchange<sub>i</sub>, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component<sub>i</sub> [or to its components] at the Determining Futures Exchange<sub>i</sub> or a considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions determine another futures exchange as the Determining Futures Exchange<sub>i</sub> (the "**Substitute Futures Exchange<sub>i</sub>**"). In this case, any reference in the Terms and Conditions of these Securities to the Determining Futures Exchange<sub>i</sub>, shall be deemed to refer to the Substitute Futures Exchange<sub>i</sub>.]

"**Designated Maturity**" means the Designated Maturity as specified in § 1 of the Product and Underlying Data.

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

["**Fee<sub>Basket</sub> (Fee<sub>Basket</sub>)**" means the Fee<sub>Basket</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>Rate</sub> (Fee<sub>Rate</sub>)**" means the Fee<sub>Rate</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>Strat</sub> (Fee<sub>Strat</sub>)**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

["**Fee<sub>TVL</sub> (Fee<sub>TVL</sub>)**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Final Strategy Calculation Date**" means the [last] Final Observation Date.

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

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

[*In the case of a basket of funds as Underlying, the following applies:*

"**Fund<sub>i</sub>**" means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the Fund<sub>i</sub> in whose assets the Fund Share<sub>i</sub> represents a proportional interest.

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

- (a) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];:]
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of*

Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith][("Fund Replacement Event")].

"**Fund Documents<sub>i</sub>**," means [in relation to a Fund[<sub>i</sub>]], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version.

"**Fund Management<sub>i</sub>**," means the persons responsible for the portfolio and/or the risk management of the Fund<sub>i</sub>.

"**Fund Services Provider<sub>i</sub>**," means, if available, the Administrator<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub>, the Portfolio Manager<sub>i</sub> and the Auditor<sub>i</sub>.

"**Fund Share<sub>i</sub>**," means a unit or share of the Fund<sub>i</sub> and of the class set out in the "Basket Component<sub>i</sub>," column in § 1 of the Product and Underlying Data.]

"**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

"**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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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 a basket consisting of indices as Underlying, the following applies:*

"**Index Calculation Agent<sub>i</sub>**," means the Index Calculation Agent<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

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

- (a) no suitable Replacement Basket Component is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];
- (c) the relevant Basket Component<sub>i</sub> is no longer calculated or published in the relevant Currency of the Basket Component<sub>i</sub>;



- (d) no suitable substitute for the respective Index Sponsor<sub>i</sub> and/or the respective Index Calculation Agent<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] ;
- (e) an adjustment pursuant to § 8 [(2)] [or] [(3)] [(e.g. no suitable Replacement Underlying is available)] 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

**"Index Sponsor<sub>i</sub>"** means the Index Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

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

**"Initial Strategy Calculation Date"** means the [first] Initial Observation Date.

*[In the case of a basket consisting of funds as Underlying, the following applies;*

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

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

*[In the case of an Issuing Agent, the following applies:*

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

**"j"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"k"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"Ln ( )"** means the natural logarithm of the base in brackets.

**"K<sub>i</sub> (t)"** means the Reference Price<sub>i</sub> with respect to the Calculation Date.

**"K<sub>i</sub> (t-1)"** means the Reference Price<sub>i</sub> with respect to the Calculation Date immediately preceding the Calculation Date.

**"Level of the Target Vol Strategy"** means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date.

**"Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

*[In the case of a basket consisting of funds as Underlying, the following applies:*

**"Management Company<sub>i</sub>"** means the Management Company<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> specifies another person, company or institution as the Management Company<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Management Company<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the

context, to refer to the new Management Company;] [in relation to the Fund<sub>i</sub>, a person, company or institution that manages the Fund<sub>i</sub>.]

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

*[In the case of a basket consisting of shares or depository receipts as Underlying, the following applies:*

- (a) the failure of the respective Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the respective Basket Component<sub>i</sub> on the respective Relevant Exchange<sub>i</sub>;
- (c) in general the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the respective Determining Futures Exchange<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]* [. Any restriction of the trading hours or the number of days on which trading takes place on the respective Relevant Exchange<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>, shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Relevant Exchange<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

*[In the case of a basket consisting of indices as Underlying, the following applies*

- (a) in general the suspension or restriction of trading on the exchanges or the markets on which the [securities][underlyings] that form the basis of the respective Basket Component<sub>i</sub> are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the respective Basket Component<sub>i</sub> are listed or traded;
- (b) in relation to individual [securities][underlyings] which form the basis of respective Basket Component<sub>i</sub>, the suspension or restriction of trading on the exchanges or on the markets on which such [securities][underlyings] are traded or on the respective futures exchange or the markets on which derivatives of such [securities][underlyings] are traded;
- (c) in relation to individual Derivatives of the respective Basket Component<sub>i</sub> 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 respective Basket Component<sub>i</sub> as a result of a decision by the Index Sponsor<sub>i</sub> or the Index Calculation Agent<sub>i</sub>;

[to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price of the respective Basket Component<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]]*[to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]]*. Any restriction of the trading hours or the number of days on which trading takes place on the respective [Relevant Exchange<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the

Determining Futures Exchange<sub>i</sub>, 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<sub>i</sub>][Reference Market<sub>i</sub>] or, as the case may be, the Determining Futures Exchange<sub>i</sub>.]

*[In the case of a basket consisting of commodities as Underlying, the following applies:*

- (a) the suspension or the restriction of trading or the price determination of the respective Basket Component<sub>i</sub> on the Reference Market<sub>i</sub> or
- (b) the suspension or restriction of trading in a Derivative of the respective Basket Component<sub>i</sub> on the Determining Futures Exchange<sub>i</sub>

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub> shall not constitute a Market Disruption Event provided that the restriction occurs due to a previously announced change in the rules of the respective Reference Market<sub>i</sub> or, as the case may be, the respective Determining Futures Exchange<sub>i</sub>.]

*[In the case of a basket consisting of funds as Underlying other than ETF, the following applies:*

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>, or
- (b) the closure, conversion or insolvency of the Fund<sub>i</sub> or other circumstances which make it impossible to determine the NAV<sub>i</sub>, or
- (c) it is not possible to trade Fund Shares<sub>i</sub> at the NAV<sub>i</sub>. This also covers cases in which the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> on their behalf decides to suspend the redemption or issue of the Fund Shares<sub>i</sub> for a specified period or to restrict the redemption or issue of the Fund Shares<sub>i</sub> to a specified portion of the volume of the Fund<sub>i</sub> or to levy additional fees, or
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> redeems the Fund Shares<sub>i</sub> in return for payment 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<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

*[In the case of a basket consisting of ETF as Underlying, the following applies:*

- (a) the failure of the Relevant Exchange<sub>i</sub> to open for trading during its regular trading sessions;
- (b) the suspension or restriction of trading in the Basket Component<sub>i</sub> on the Relevant Exchange;
- (c) in general the suspension or restriction of trading in derivative on the index which the Fund<sub>i</sub> aims to replicate ("**ETF-Benchmark<sub>i</sub>**") or on an index which only differs from

the ETF-Benchmark<sub>i</sub> 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<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>;

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price<sub>i</sub> which is relevant for the Securities and continues at the point of time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV<sub>i</sub> is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any restriction of the trading hours or the number of days on which trading takes place on the Relevant Exchange<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>, 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<sub>i</sub> or, as the case may be, the Determining Futures Exchange<sub>i</sub>.] "**Maximum Weight**" means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Minimum Weight**" means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

"**N**" means the number of the Basket Components as specified in § 1 of the Product and Underlying Data.

*[In the case of a basket consisting of funds as Underlying, the following applies:*

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

"**Nominal Amount**" means the Nominal Amount as specified in § 1 of the Product 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] specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date for one or some of the Basket Components, the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date for all Basket Components.]

"**Final Observation Date**" means [the Final Observation Date] [each of the Final Observation Dates] specified in § 1 of the Product and Underlying Data. If [the] [a] Final Observation Date is not a Calculation Date for one or some of the Basket Components, the immediately following Banking Day which is a Calculation Date shall be the [respective] Final Observation Date for all Basket Components. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.]. Interest shall not be payable due to such postponement.

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

"**Performance of the Basket Component<sub>i,t</sub>**" means the Performance of the Basket Component<sub>i</sub>, calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub>, as the quotient of K<sub>i</sub>(t), as the numerator, and K<sub>i</sub>(t-1), as the denominator.

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

[In the case of a basket consisting of funds as Underlying, the following applies:

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

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

"**R (final)**" means the Level of the Target Vol Strategy 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 Levels of the Target Vol Strategy on the Final Observation Dates.]

[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 and Underlying Data.]

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

"**R (initial)**" means the Level of the Target Vol Strategy 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 Levels of the Target Vol Strategy on the Initial Observation Dates.]

"**Rate<sub>t-1</sub>**" means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Redemption Amount**" means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

"**Reference Market<sub>i</sub>**" means the relevant Reference Market<sub>i</sub> as specified in § 2 of the Product and Underlying Data.]

"**Reference Price<sub>i</sub>**" means the Reference Price<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

"**Reference Rate**" means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [Insert other currency] with the corresponding Designated Maturity displayed on the Screen Page around [insert time] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall determine another Reuters or Bloomberg page [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as it may select [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

"**Reference Rate Conversion Event**" means the following event: no suitable Replacement Reference Rate (as specified in § 9 [(1)] of the Special Conditions) is available; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].

"**Reference Rate Reset Date**" means the [[*insert number of days*] Calculation Date immediately preceding the] Calculation Date<sub>t</sub>.

"**Registered Benchmark Administrator<sub>i</sub>**" 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<sub>i</sub>**" means the [respective Relevant Exchange<sub>i</sub> as specified in § 2 of the Product and Underlying Data.] [exchange, on which the components of the respective Basket Component<sub>i</sub> are traded, as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions in accordance with such components' liquidity.]

In the case of a material change in the market conditions at the [respective] Relevant Exchange<sub>i</sub>, such as a final discontinuation of the quotation of the respective Basket Component<sub>i</sub> [or, respectively its components] at the respective Relevant Exchange<sub>i</sub> and the quotation at a different stock exchange or considerably restricted number or liquidity, the Calculation Agent will [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] by way of notice pursuant to § 6 of the General Conditions determine another stock exchange as the Relevant Exchange (the "**Substitute Exchange**"). In the event of such a substitution, any reference in the Terms and Conditions of these Securities to the respective Relevant Exchange<sub>i</sub> shall be deemed to refer to the respective Substitute Exchange.]

"**Return of Basket<sub>t</sub>**" means the Return of Basket<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

$$\text{Return of Basket}_t = \sum_{i=1}^N \sum_{t=1}^N (\text{Performance of the Basket Component}_{i,t} \times W_i) - 1$$

"**Return of Basket<sub>t-VOP-Offset+j</sub>**" means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Return of Basket<sub>t-VOP-Offset+k</sub>**" means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

"**Screen Page**" means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

"**Security Holder**" means the holder of a Security.

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

"**Settlement Cycle**" means the period of Clearance System Business Days [following a transaction on the Relevant Exchange<sub>i</sub> [with respect to the Basket Component<sub>i</sub>][in the securities that form the basis of the the respective Basket Component<sub>i</sub>]] during which period settlement [of subscriptions or redemptions of Fund Shares<sub>i</sub>] will customarily take place according to the rules of [such Relevant Exchange<sub>i</sub>][that Clearance System].]

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

- (a) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> is finally ceased no Substitute Exchange could be determined; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (b) the quotation of the respective Basket Component<sub>i</sub> at the Relevant Exchange<sub>i</sub> no longer occurs in the Currency of the Basket Component<sub>i</sub>;
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].]

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

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

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

"**Underlying**" means a basket (the "**Basket**") consisting of the Basket Components.

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

"**Volatility Observation Period Offset (Offset)**" means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

"**VolComparator**:" means the index in relation to Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Calculation Date**" means in relation to VolComparator<sub>i</sub> each day on which the VolComparator Reference Price<sub>i</sub> is calculated and published by the VolComparator Sponsor<sub>i</sub>.

"**VolComparator Reference Price**<sub>i</sub>" means the closing price of the VolComparator<sub>i</sub>.

"**VolComparator Sponsor**<sub>i</sub>:" means the VolComparator Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Replacement Event**" means in relation to a VolComparator<sub>i</sub>

- (a) any change in the relevant index concept or the calculation of the VolComparator<sub>i</sub>, that result in a new relevant index concept or calculation of the VolComparator<sub>i</sub> being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the VolComparator<sub>i</sub> 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<sub>i</sub> 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<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities*

*governed by Italian law, insert: acting in accordance with relevant market practice and in good faith].*

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], which index should be used in the future as a VolComparator<sub>i</sub> (the "**Replacement VolComparator**"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator<sub>i</sub> is no longer determined by the VolComparator Sponsor<sub>i</sub> 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<sub>i</sub> as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor<sub>i</sub> 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 and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Weighting; (W<sub>i</sub>)**" means the weighting allocated to the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (R (final) / R (initial) – Strike)).

However, the Redemption Amount is not less than the Minimum Amount.

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (= TVL<sub>Initial</sub>) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (= TVL<sub>t</sub>) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:



$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times \text{Rate}_{t-1} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 - \text{Fee}_{\text{TVL}} \times \text{Days}_{t-1,t} / 360 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times \text{Rate}_{t-1} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times \text{Rate}_{t-1} \times \text{Days}_{t-1,t} / 360 - \text{Fee}_{\text{Strat}} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 - \text{Fee}_{\text{TVL}} \times \text{Days}_{t-1,t} / 360 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times \text{Return of Basket}_t + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360 - \text{Fee}_{\text{Strat}} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times (\text{Return of Basket}_t - \text{Fee}_{\text{Basket}} \times \text{Days}_{t-1,t} / 360) + (1 - \text{DW}_{t-1}) \times \text{Rate}_{t-1} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times (\text{Return of Basket}_t - \text{Fee}_{\text{Basket}} \times \text{Days}_{t-1,t} / 360) + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 - \text{Fee}_{\text{TVL}} \times \text{Days}_{t-1,t} / 360 + \text{DW}_{t-1} \times (\text{Return of Basket}_t - \text{Fee}_{\text{Basket}} \times \text{Days}_{t-1,t} / 360) + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 + \text{DW}_{t-1} \times (\text{Return of Basket}_t - \text{Fee}_{\text{Basket}} \times \text{Days}_{t-1,t} / 360) + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360 - \text{Fee}_{\text{Strat}} \times \text{Days}_{t-1,t} / 360)]$$

$$[\text{TVL}_t = \text{TVL}_{t-1} \times (1 - \text{Fee}_{\text{TVL}} \times \text{Days}_{t-1,t} / 360 + \text{DW}_{t-1} \times (\text{Return of Basket}_t - \text{Fee}_{\text{Basket}} \times \text{Days}_{t-1,t} / 360) + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{Rate}}) \times \text{Days}_{t-1,t} / 360 - \text{Fee}_{\text{Strat}} \times \text{Days}_{t-1,t} / 360)]$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one, (ii) the dynamically weighted Return of the Basket with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted daily fraction (Act/360) of the Reference Rate. [The calculation takes into account [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>Basket</sub>] [,] [and] [the Fee<sub>Rate</sub>] [and] [the Fee<sub>Strat</sub>] by way of deduction.]

- (3) *Dynamic Weight:* The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Basket Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Basket Volatility:* The Calculation Agent shall determine the Basket Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

Basket Volatility<sub>t</sub>

$$= \sqrt{\frac{1}{VOP - 1} \times \sum_{j=1}^{VOP} (\text{LnBasketPerformance}_{t-VOP-Offset+j} - \text{LnAverageBasketPerformance}_{t-Offset})^2} \times \sqrt{252}$$

Where:

LnBasketPerformance<sub>t-VOP-Offset+j</sub> means Ln(1 + Return of Basket<sub>t-VOP-Offset+j</sub>)

LnAverageBasketPerformance<sub>t-Offset</sub> means  $\frac{1}{VOP}$

$$\times \sum_{k=1}^{VOP} \text{Ln}(1 + \text{Return of Basket}_{t-VOP-Offset+k})$$

**PRODUCT TYPE 10: SECURITIES LINKED TO TARGET VOL STRATEGIES WITH LOCALLY FLOORED/CAPPED ASIAN OUT**

*[Product Type 10: In the case of Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out, the following applies:*

**§ 1****Definitions**

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

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 or of 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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund [Share] as the Underlying for the Securities;
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (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 basis 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the

Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (z) the NAV is no longer published in the Underlying Currency;
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 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 Banking Day[.];]
- [(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 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.]

"**Administrator**" means the Administrator [as specified in § 2 of the Product 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].]

"**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

"**Auditor**" means the Auditor [as specified in § 2 of the Product 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**") ] [is][are] open for business [and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Underlying**" means the Fund Share as specified in § 1 of the Product and Underlying Data.

"**Underlying Volatility**" means the Underlying Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

"**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 for the Underlying is normally published by the respective Fund or of the respective Management Company.

"**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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

[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] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

**"Clearance System Business Day"** means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which the 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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [*Insert other Clearing System(s).*]

**"Conversion Event"** means Fund Conversion Event or Reference Rate Conversion Event.

**"Custodian Bank"** means the Custodian Bank [as specified in § 2 of the Product 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].]

**"Days<sub>t-1,t</sub>"** means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

**"Designated Maturity"** means the Designated Maturity as specified in § 1 of the Product and Underlying Data.

**"Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)"** means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

**"Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)"** means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

**"Fee<sub>Underlying</sub> (Fee<sub>Underlying</sub>)"** means the Fee<sub>Underlyingt</sub> as specified in § 1 of the Product and Underlying Data.]



**"FeeRateVariable (FeeRateVariable)"** means the FeeRateVariable as specified in § 1 of the Product and Underlying Data. The Calculation Agent has the right to increase or decrease the FeeRateVariable [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] within the Maximum Permissible Value Range for FeeRateVariable as specified in § 1 of the Product and Underlying Data.

**"FeeRateVariable,t-1"** means the FeeRateVariable applicable on the Calculation Date<sub>t-1</sub>.]

**"FeeStratFix (FeeStratFix)"** means the FeeStratFix as specified in § 1 of the Product and Underlying Data.]

**"FeeStratVariable (FeeStratVariable)"** means the FeeStratVariable as specified in § 1 of the Product and Underlying Data. The Calculation Agent has the right to increase or decrease the FeeStratVariable [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] within the Maximum Permissible Value Range for FeeStratVariable as specified in § 1 of the Product and Underlying Data.

**"FeeStratVariable,t-1"** means the FeeStratVariable applicable on the Calculation Date<sub>t-1</sub>.]

**"FeeTVL (FeeTVL)"** means the FeeTVL as specified in § 1 of the Product and Underlying Data.]

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

**"Final Strategy Calculation Date"** means the Final Observation Date.

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

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

**"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.

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

- (a) no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];:]
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*][("Fund Replacement Event")]

**"Fund Documents"** means [in relation to a Fund<sub>i</sub>], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version.

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

**"Fund Services Provider"** means, if available, the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor.

**"Fund Share"** means a unit or share of the Fund and of the class set out in the "Underlying" column in § 1 of the Product and Underlying Data.

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

**"Initial Strategy Calculation Date"** means the [first] Initial Observation Date.

**["Investment Adviser"]** means the Investment Adviser [as specified in § 2 of the Product 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 and Underlying Data.

[In the case of an Issuing Agent, the following applies:]

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

**"j"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"k"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"K (t)"** means the Reference Price with respect to the Calculation Date.

**"K (t-1)"** means the Reference Price with respect to the Calculation Date immediately preceding the Calculation Date.

**"L"** means the number of Observation Dates (l).

**"Level of the Target Vol Strategy"** means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date<sub>t</sub>.

"**Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Ln ( )**" means the natural logarithm of the base in brackets.

"**Local Cap (l)**" means the Local Cap (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).]

"**Local Floor (l)**" means the Local Floor (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).

"**Management Company**" means the Management Company [as specified in § 2 of the Product 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:

- (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, or
- (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 or 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 return for payment 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

"**Maximum Amount**" means the Maximum Amount as specified in § 1 of the Product and Underlying Data.]

"**Maximum Weight**" means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Minimum Weight**" means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

"**Modified Average Performance**" means the Modified Average Performance as calculated by the Calculation Agent in accordance with the following formula:

[

$$\frac{1}{L} \times \sum_{l=1}^L \min \left( \text{Local Cap}(l), \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right) \right)$$

]

[

$$\frac{1}{L} \times \sum_{l=1}^L \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right)$$

]

"**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 the Fund Shares.

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

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

"**Initial Observation Date**" means the Initial Observation Date specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date for the Underlying, the immediately following Banking Day which is a Calculation Date shall be the Initial Observation Date for the Underlying.]

"**Observation Date (l)**" means the Observation Date (l) specified in § 1 of the Product and Underlying Data. If an Observation Date (l) is not a Calculation Date the immediately following Banking Day, which is a Calculation Date shall be the respective Observation Date (l).

"**Final Observation Date**" means [last] Observation Date (l). If the Final Observation Date is not a Calculation Date, the immediately following Banking Day which is a Calculation Date shall be the Final Observation Date. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.]. Interest shall not be payable due to such postponement.

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

"**Performance of the Underlying**," means the Performance of the Underlying, calculated by the Calculation Agent with respect to the Calculation Date, as the quotient of K (t), as the numerator, and K (t-1), as the denominator.

"**Principal Paying Agent**" means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

"**Portfolio Manager**" means [the Portfolio Manager [specified in § 2 of the Product 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 a portfolio manager with respect to the investment activities of the Fund.]]

[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 and Underlying Data.]

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

"**R (initial)**" means the Level of the Target Vol Strategy on the Initial Observation Date.]

"**R (l)**" means the Level of the Target Vol Strategy on the Observation Date (l).

**"Rate<sub>t-1</sub>"** means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

**"Redemption Amount"** means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

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

**"Reference Rate"** means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [*Insert other currency*] with the corresponding Designated Maturity displayed on the Screen Page around [*insert time*] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall determine another Reuters or Bloomberg page [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as it may select [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

**"Reference Rate Conversion Event"** means the following event: no suitable Replacement Reference Rate (as specified in § 9 [(1)] of the Special Conditions) is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*][*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

**"Reference Rate Reset Date"** means the [[*insert number of days*] Calculation Date immediately preceding the] Calculation Date<sub>t</sub>.

**"Return of Underlying<sub>t</sub>"** means the Return of Underlying<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula

$$\text{Return of Underlying}_t = \text{Performance of the Underlying} - 1$$

**"Return of Underlying<sub>t-VOP-Offset+j</sub>"** means the Return of Underlying as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

**"Return of Underlying<sub>t-VOP-Offset+k</sub>"** means the Return of Underlying as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

**"Screen Page"** means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

**"Security Holder"** means the holder of a Security.

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

**"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 [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange][that Clearance System].]

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

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

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

"**Volatility Observation Period Offset (Offset)**" means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Underlying Volatility

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times (\text{Modified Average Performance} - \text{Strike})).$$

However, the Redemption Amount is not less than the Minimum Amount [and not more than the Maximum Amount].

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (=  $\text{TVL}_{\text{Initial}}$ ) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (=  $\text{TVL}_t$ ) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\ & - (\text{Fee}_{\text{TVL}} + \text{Fee}_{\text{StratFix}} + \text{Fee}_{\text{StratVariable},t-1}) \times \text{Days}_{t-1,t} / 360 \\ & + \text{DW}_{t-1} \times \text{Return of Underlying} \end{aligned}$$

$$+ (1 - DW_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{RateVariable},t-1}) \times \text{Days}_{t-1,t} / 360)$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one and (ii) the dynamically weighted Return of the Underlying with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted daily fraction (Act/360) of the Reference Rate. [The calculation takes into account [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>Underlying</sub>] [,] [and] [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>StratFix</sub>] [,] [and] [the Fee<sub>StratVariable</sub>] [,] [and] [the Fee<sub>RateFix</sub>] [,] [and] [the Fee<sub>RateVariable</sub>] by way of deduction.]

- (3) *Dynamic Weight*: The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Underlying Volatility}_t}$$

However, DW<sub>t</sub> is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Underlying Volatility*: The Calculation Agent shall determine the Underlying Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

Underlying Volatility<sub>t</sub>

$$= \sqrt{\frac{1}{\text{VOP} - 1} \times \sum_{j=1}^{\text{VOP}} (\text{LnUnderlyingPerformance}_{t-\text{VOP}-\text{Offset}+j} - \text{LnAverageUnderlyingPerformance}_{t-\text{Offset}})^2} \times \sqrt{252}$$

Where:

LnUnderlyingPerformance<sub>t-VOP-Offset+j</sub> means Ln(1 + Return of Underlying<sub>t-VOP-Offset+j</sub>)

LnAverageUnderlyingPerformance<sub>t-Offset</sub> means  $\frac{1}{\text{VOP}} \times \sum_{k=1}^{\text{VOP}} \text{Ln}(1 + \text{Return of Underlying}_{t-\text{VOP}-\text{Offset}+k})$

**PRODUCT TYPE 11: SECURITIES LINKED TO TARGET VOL BASKET STRATEGIES WITH LOCALLY FLOORED/CAPPED ASIAN OUT**

*[Product Type 11: In the case of Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out, the following applies:*

**§ 1****Definitions**

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

- (a) changes are made with respect to the Fund<sub>i</sub> 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<sub>i</sub>, (ii) the investment objectives or investment strategy or investment restrictions of the Fund<sub>i</sub>, (iii) the currency of the Fund Shares<sub>i</sub>, (iv) the method of calculating the NAV<sub>i</sub> or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) requests for the issue, redemption or transfer of Fund Shares<sub>i</sub> 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<sub>i</sub>; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> appointed for this purpose by the Fund<sub>i</sub> or the Management Company<sub>i</sub> fails to publish the NAV<sub>i</sub> as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund<sub>i</sub>;
- (f) a change of significant individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund<sub>i</sub> or the Management Company<sub>i</sub>; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund<sub>i</sub> 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<sub>i</sub>, the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub>, or of individuals in key positions at the Management Company<sub>i</sub> or in the Fund Management<sub>i</sub>; 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];



- (h) a breach by the Fund<sub>i</sub> or the Management Company<sub>i</sub> of the investment objectives, the investment strategy or the investment restrictions of the Fund<sub>i</sub> that is material, or a breach of statutory or regulatory requirements by the Fund<sub>i</sub> or the Management Company<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub>, (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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<sub>i</sub> outstanding;
- (l) the Issuer is required to consolidate the Fund<sub>i</sub> as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares<sub>i</sub> 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<sub>i</sub> or of the redemption of existing Fund Shares<sub>i</sub>; or (ii) the reduction of the number of Fund Shares<sub>i</sub> of a shareholder in the Fund<sub>i</sub> for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares<sub>i</sub>; or (iv) payments in respect of a redemption of the Fund Shares<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (o) the Management Company<sub>i</sub> or a Fund Services Provider<sub>i</sub> discontinues its services for the Fund<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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<sub>i</sub> or the Fund Shares<sub>i</sub>, (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<sub>i</sub> or the merger of the Fund<sub>i</sub> into or with another fund, (iii) a requirement to transfer all the Fund Shares<sub>i</sub> to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares<sub>i</sub> by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund<sub>i</sub> or the Management Company<sub>i</sub>;
- (r) the Issuer loses the right to use the Fund [Share]<sub>i</sub> as a Basket Component 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (t) no notification is given of the basis of taxation for the Fund<sub>i</sub> in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "**InvStG**") or the Fund<sub>i</sub> or the Management Company<sub>i</sub> has announced that no notification of the basis 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<sub>i</sub> which could have a substantial negative effect on the amount of the Fund<sub>i</sub>'s distributions as well as distributions which diverge significantly from the Fund<sub>i</sub>'s normal distribution policy to date; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (v) the Fund<sub>i</sub> or the Management Company<sub>i</sub> or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund<sub>i</sub> in a significant respect or terminates that agreement; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (w) the Fund<sub>i</sub> or the Management Company<sub>i</sub>, 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<sub>i</sub>'s investment guidelines or restrictions in a timely manner; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (x) the Fund<sub>i</sub> or the Management Company<sub>i</sub> 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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (y) any other event that could have a noticeable adverse effect on the NAV<sub>i</sub> of the Fund<sub>i</sub> or the ability of the Issuer to hedge its obligations under the Securities on more than a

temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (z) NAV<sub>i</sub> is no longer published in the Currency of the Basket Component<sub>i</sub>;
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 Fund<sub>i</sub> and their weighting and, if the Fund<sub>i</sub> invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next following Banking Day[.];]
- [(bb) a Hedging Disruption occurs];[.].]

[(bb)][(cc)] [the historic volatility of the Basket Component<sub>i</sub> exceeds a volatility level of [Insert]%.][the historic volatility of the Basket Component<sub>i</sub> exceeds the historic volatility of the VolComparator<sub>i</sub> on a day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> by more than [Insert]%.] The volatility is calculated on a Calculation Date for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] on the basis of the daily logarithmic returns of the NAV<sub>i</sub> over the immediately preceding [Insert number of days] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

"NAV<sub>i</sub>(t-k)" (where k = p, q) is NAV<sub>i</sub> of the Basket Component<sub>i</sub> on the k-th Calculation Date for Basket Component<sub>i</sub>; 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 for Basket Component<sub>i</sub> [that is also a VolComparator Calculation Date for VolComparator] using the daily returns of the Basket Component<sub>i</sub> for the most recent [Insert number of days] Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator] and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the NAV<sub>i</sub> between two consecutive Calculation Dates for Basket Component<sub>i</sub> [that are also VolComparator Calculation Dates for VolComparator Component<sub>i</sub>] in each case. [The respective volatility determined using this method may not exceed a volatility level of [Insert]%.]

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

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

Where:

"t" is the relevant VolComparator Calculation Date for VolComparator<sub>i</sub>; which is also a Calculation Date for Basket Component<sub>i</sub>;

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

"BRP<sub>i</sub> (t-k)" (with k = p, q) is the VolComparator Reference Price<sub>i</sub> of the VolComparator<sub>i</sub> on the k-th day that is a Calculation Date for Basket Component<sub>i</sub> and a VolComparator Calculation Date for VolComparator<sub>i</sub> 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 for VolComparator<sub>i</sub> and a Calculation Date for Basket Component<sub>i</sub>; using the daily returns of the VolComparator<sub>i</sub> for the most recent [*Insert number of days*] VolComparator Calculation Dates of VolComparator<sub>i</sub> and standardised to produce an annual volatility level. The return is defined as the logarithm of the change in the VolComparator Reference Price<sub>i</sub> between two consecutive VolComparator Calculation Dates of VolComparator<sub>i</sub> in each case.]]

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

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

["**Aggregate Nominal Amount**" means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

["**Auditor<sub>i</sub>**" means the Auditor<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Auditor<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Auditor<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor<sub>i</sub>]] [in relation to the Fund<sub>i</sub>, a person, company or institution appointed for the purpose of auditing the Fund<sub>i</sub> 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**") [is][are] open for business [and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre].

[In the case of Securities where the Specified Currency is not the Euro, the following applies:

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

"**Basket Component<sub>i</sub>**" means the respective Fund Share<sub>i</sub> as specified in § 1 of the Product and Underlying Data (and collectively the "**Basket Components**").

"**Basket Volatility**" means the Basket Volatility as calculated by the Calculation Agent pursuant to § 4 (4) of the Special Conditions.

"**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<sub>i</sub> for all Basket Components is normally published by the respective Fund<sub>i</sub> or of the respective Management Company<sub>i</sub>.

"**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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(a)] the holding, acquisition or sale of the respective Basket Component<sub>i</sub> 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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

[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] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

"**Clearance System Business Day**" means, with respect to the Clearance System, any day (other than a Saturday or Sunday) on which the 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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [Insert other Clearing System(s)].

"**Conversion Event**" means Fund Conversion Event or Reference Rate Conversion Event.

"**Currency of the Basket Component<sub>i</sub>**" means the Currency of the Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**Custodian Bank<sub>i</sub>**" means the Custodian Bank<sub>i</sub> [as specified in § 2 of the Product and Underlying Data] [of the Fund<sub>i</sub>]. If the Fund<sub>i</sub> or the Management Company<sub>i</sub> specifies another person, company or institution as the Custodian Bank<sub>i</sub> of the Fund<sub>i</sub>, each and every reference to the Custodian Bank<sub>i</sub> in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank<sub>i</sub> [in relation to the Fund<sub>i</sub>, a person, company or institution acting as custodian of the Fund<sub>i</sub>'s assets].]

"**Days<sub>t-1,t</sub>**" means the number of calendar days from and including Calculation Date<sub>t-1</sub> to but excluding Calculation Date<sub>t</sub>.

"**Dynamic Weight<sub>t</sub> (DW<sub>t</sub>)**" means the Dynamic Weight with respect to Calculation Date<sub>t</sub> as calculated by the Calculation Agent pursuant to § 4 (3) of the Special Conditions.

"**Dynamic Weight<sub>t-1</sub> (DW<sub>t-1</sub>)**" means the Dynamic Weight on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Fee<sub>Basket</sub> (Fee<sub>Basket</sub>)**" means the Fee<sub>Basket</sub> as specified in § 1 of the Product and Underlying Data.]

"**Fee<sub>Strat</sub> (Fee<sub>Strat</sub>)**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

"**Fee<sub>TVL</sub> (Fee<sub>TVL</sub>)**" means the Fee<sub>TVL</sub> as specified in § 1 of the Product and Underlying Data.]

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

"**Final Strategy Calculation Date**" means the [last] Final Observation Date.

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

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

"**Fund<sub>i</sub>**" means, in relation to a Fund Share<sub>i</sub>, the investment fund issuing that Fund Share<sub>i</sub> or the Fund<sub>i</sub> in whose assets the Fund Share<sub>i</sub> represents a proportional interest.

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

- (a) no Replacement Management Company<sub>i</sub> is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];];]
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith][("Fund Replacement Event")].

"**Fund Documents<sub>i</sub>**" means, [in relation to a Fund<sub>i</sub>], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version.

"**Fund Management<sub>i</sub>**" means the persons responsible for the portfolio and/or the risk management of the Fund<sub>i</sub>.

"**Fund Services Provider<sub>i</sub>**" means, if available, the Administrator<sub>i</sub>, the Investment Adviser<sub>i</sub>, the Custodian Bank<sub>i</sub>, the Management Company<sub>i</sub>, the Portfolio Manager<sub>i</sub> and the Auditor<sub>i</sub>.

**"Fund Share<sub>i</sub>"** means a unit or share of the Fund<sub>i</sub> and of the class set out in the "Basket Component<sub>i</sub>" column in § 1 of the Product and Underlying Data.

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

**"Initial Strategy Calculation Date"** means the [first] Initial Observation Date.

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

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

[In the case of an Issuing Agent, the following applies:

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

**"j"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"k"** means an integer number representing each number from and including the number 1 to and including the VOP.

**"K<sub>i</sub> (t)"** means the Reference Price<sub>i</sub> with respect to the Calculation Date<sub>i</sub>.

**"K<sub>i</sub> (t-1)"** means the Reference Price<sub>i</sub> with respect to the Calculation Date immediately preceding the Calculation Date<sub>i</sub>.

**"L"** means the number of Observation Dates (1).

**"Level of the Target Vol Strategy"** means the Level of the Target Vol Strategy as specified or calculated by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

**"Level of the Target Vol Strategy<sub>t</sub> (TVL<sub>t</sub>)"** means the Level of the Target Vol Strategy on the Calculation Date<sub>t</sub>.

"**Level of the Target Vol Strategy<sub>t-1</sub> (TVL<sub>t-1</sub>)**" means the Level of the Target Vol Strategy on the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

"**Ln ( )**" means the natural logarithm of the base in brackets.

"**Local Cap (l)**" means the Local Cap (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).]

"**Local Floor (l)**" means the Local Floor (l) as specified in § 1 of the Product and Underlying Data with respect to the Observation Date (l).

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

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

- (a) the failure to calculate or the non-publication of the calculation of the NAV<sub>i</sub> as a result of a decision by the Management Company<sub>i</sub> or by the Fund Services Provider<sub>i</sub> on behalf of the Management Company<sub>i</sub>,
- (b) the closure, conversion or insolvency of the Fund<sub>i</sub> or other circumstances which make it impossible to determine the NAV<sub>i</sub>, or
- (c) it is not possible to trade Fund Shares<sub>i</sub> at the NAV<sub>i</sub>. This also covers cases in which the Fund<sub>i</sub> or the Management Company<sub>i</sub> or the Fund Services Provider<sub>i</sub> on their behalf decides to suspend the redemption or issue of the Fund Shares<sub>i</sub> for a specified period or to restrict the redemption or issue of the Fund Shares<sub>i</sub> to a specified portion of the volume of the Fund<sub>i</sub> or to levy additional fees, or
- (d) the Fund<sub>i</sub> or the Management Company<sub>i</sub> redeems the Fund Shares<sub>i</sub> in return for payment 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<sub>i</sub> 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

"**Maximum Weight**" means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Minimum Weight**" means the Minimum Weight as specified in § 1 of the Product and Underlying Data.

"**Modified Average Performance**" means the Modified Average Performance as calculated by the Calculation Agent in accordance with the following formula:

[

$$\frac{1}{L} \times \sum_{l=1}^L \min \left( \text{Local Cap}(l), \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right) \right)$$

]



[

$$\frac{1}{L} \times \sum_{l=1}^L \max \left( \text{Local Floor}(l), \frac{R(l)}{R(\text{initial})} \right)$$

]

"N" means the number of the Basket Components as specified in § 1 of the Product and Underlying Data.

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

"Nominal Amount" means the Nominal Amount as specified in § 1 of the Product 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] specified in § 1 of the Product and Underlying Data. If [the] [an] Initial Observation Date is not a Calculation Date for one or some of the Basket Components, the immediately following Banking Day which is a Calculation Date shall be the [respective] Initial Observation Date for all Basket Components.]

"Observation Date (l)" means the Observation Date (l) specified in § 1 of the Product and Underlying Data. If an Observation Date (l) is not a Calculation Date the immediately following Banking Day, which is a Calculation Date shall be the respective Observation Date (l).

"Final Observation Date" means [last] Observation Date (l). If the Final Observation Date is not a Calculation Date, the immediately following Banking Day which is a Calculation Date shall be the Final Observation Date. [If the last Final Observation Date is not a Calculation Date, then the Final Payment Date shall be postponed accordingly.]. Interest shall not be payable due to such postponement.

"Participation Factor" means the Participation Factor as specified in § 1 of the Product and Underlying Data.

"Performance of the Basket Component<sub>i,t</sub>" means the Performance of the Basket Component<sub>i</sub>, calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub>, as the quotient of K<sub>i</sub> (t), as the numerator, and K<sub>i</sub> (t-1), as the denominator.

"Principal Paying Agent" means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

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

[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 and Underlying Data.]

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

"R (initial)" means the Level of the Target Vol Strategy on the Initial Observation Date.]

"R (l)" means the Level of the Target Vol Strategy on the Observation Date (l).

"Rate<sub>t-1</sub>" means the Reference Rate determined on the Reference Rate Reset Date with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub>.

**"Redemption Amount"** means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

**"Reference Price<sub>i</sub>"** means the Reference Price<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

**"Reference Rate"** means the offered rate (expressed as a percentage per annum) for deposits in [the Specified Currency] [*Insert other currency*] with the corresponding Designated Maturity displayed on the Screen Page around [*insert time*] on the relevant Reference Rate Reset Date. If either the Screen Page is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall determine another Reuters or Bloomberg page [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], where a comparable offered rate (expressed as a percentage per annum) is displayed or determine such comparable offered rate by reference to such sources as it may select [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

**"Reference Rate Conversion Event"** means the following event: no suitable Replacement Reference Rate (as specified in § 9 [(1)] of the Special Conditions) is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*][*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

**"Reference Rate Reset Date"** means the [[*insert number of days*] Calculation Date immediately preceding the] Calculation Date<sub>t</sub>.

**"Return of Basket<sub>t</sub>"** means the Return of Basket<sub>t</sub> as calculated by the Calculation Agent with respect to the Calculation Date<sub>t</sub> in accordance with the following formula:

$$\text{Return of Basket}_t = \sum_{i=1}^N \sum_{i=1}^N (\text{Performance of the Basket Component}_{i,t} \times W_i) - 1$$

**"Return of Basket<sub>t-VOP-Offset+j</sub>"** means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+j Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

**"Return of Basket<sub>t-VOP-Offset+k</sub>"** means the Return of Basket as calculated by the Calculation Agent for the Calculation Date falling VOP-Offset+k Calculation Dates prior to the respective Calculation Date<sub>t</sub>.

**"Screen Page"** means the Screen Page and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.

**"Security Holder"** means the holder of a Security.

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

**"Settlement Cycle"** means the period of Clearance System Business Days [following a transaction on the Relevant Exchange<sub>i</sub> [with respect to the Basket Component<sub>i</sub>][in the securities that form the basis of the the respective Basket Component<sub>i</sub>]] during which period settlement [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange<sub>i</sub>][that Clearance System].]

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

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

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

"**Underlying**" means a basket (the "**Basket**") consisting of the Basket Components.

["**VolComparator<sub>i</sub>**"] means the index in relation to Basket Component<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Calculation Date**" means in relation to VolComparator<sub>i</sub> each day on which the VolComparator Reference Price<sub>i</sub> is calculated and published by the VolComparator Sponsor<sub>i</sub>.

"**VolComparator Reference Price<sub>i</sub>**" means the closing price of the VolComparator<sub>i</sub>.

"**VolComparator Sponsor<sub>i</sub>**" means the VolComparator Sponsor<sub>i</sub> as specified in § 2 of the Product and Underlying Data.

"**VolComparator Replacement Event**" means in relation to a VolComparator<sub>i</sub>

- (a) any change in the relevant index concept or the calculation of the VolComparator<sub>i</sub>, that result in a new relevant index concept or calculation of the VolComparator<sub>i</sub> being no longer economically equivalent to the original relevant index concept or the original calculation of the VolComparator<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (b) the calculation or publication of the VolComparator<sub>i</sub> 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<sub>i</sub> 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<sub>i</sub>; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

In cases of a VolComparator Replacement Event the Calculation Agent is entitled to determine [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*], which index should be used in the future as a VolComparator<sub>i</sub> (the "**Replacement VolComparator**"). The Replacement VolComparator will be published in accordance with § 6 of the General Conditions. Any reference to the replaced VolComparator<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the Replacement VolComparator.

If the VolComparator<sub>i</sub> is no longer determined by the VolComparator Sponsor<sub>i</sub> 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<sub>i</sub> as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the New VolComparator Sponsor.]

"**Volatility Observation Period (VOP)**" means the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

**"Volatility Observation Period Offset (Offset)"** means the Volatility Observation Period Offset as specified in § 1 of the Product and Underlying Data.

**"Website[s] of the Issuer"** means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

**"Website[s] for Notices"** means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

**"Weighting; (W<sub>i</sub>)"** means the weighting allocated to the Basket Component<sub>i</sub> as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount, Level of the Target Vol Strategy, Dynamic Weight, Basket Volatility

- (1) *Redemption Amount:* The Redemption Amount equals an amount in the Specified Currency, which is calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (Modified Average Performance – Strike)).

However, the Redemption Amount is not less than the Minimum Amount.

- (2) *Level of the Target Vol Strategy:* On the Initial Strategy Calculation Date, the Level of the Target Vol Strategy (= TVL<sub>Initial</sub>) shall be defined as follows:

$$\text{TVL}_{\text{Initial}} = 100$$

The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> (= TVL<sub>t</sub>) from but excluding the Initial Strategy Calculation Date to and including the Final Strategy Calculation Date shall be determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} \text{TVL}_t = & \text{TVL}_{t-1} \times (1 \\ & - (\text{Fee}_{\text{TVL}} + \text{Fee}_{\text{StratFix}} + \text{Fee}_{\text{StratVariable},t-1}) \times \text{Days}_{t-1,t} / 360 \\ & + \text{DW}_{t-1} \times \text{Return of Basket}_t \\ & + (1 - \text{DW}_{t-1}) \times (\text{Rate}_{t-1} - \text{Fee}_{\text{RateVariable},t-1}) \times \text{Days}_{t-1,t} / 360) \end{aligned}$$

This means: The Level of the Target Vol Strategy on each Calculation Date<sub>t</sub> will be calculated by the Calculation Agent as the product of (a) the Level of the Target Vol Strategy with respect to the Calculation Date immediately preceding Calculation Date<sub>t</sub> and (b) the sum of (i) one and (ii) the dynamically weighted Return of the Basket with respect to the Calculation Date<sub>t</sub> and (iii) the dynamically weighted daily fraction (Act/360) of the Reference Rate. [The calculation takes into account [the Fee<sub>TVL</sub>] [,] [and] [the Fee<sub>Basket</sub>] [and] [the Fee<sub>Strat</sub>] by way of deduction.]

- (3) *Dynamic Weight:* The Calculation Agent shall determine the Dynamic Weight on each Calculation Date<sub>t</sub> (= DW<sub>t</sub>) from and including the Initial Strategy Calculation Date as follows:

$$DW_t = \frac{\text{Target Volatility}}{\text{Basket Volatility}_t}$$

However,  $DW_t$  is not less than the Minimum Weight and not greater than the Maximum Weight.

- (4) *Basket Volatility*: The Calculation Agent shall determine the Basket Volatility<sub>t</sub> in respect of the Volatility Observation Period on each Calculation Date<sub>t</sub> from and including the Initial Strategy Calculation Date in accordance with the following formula:

Basket Volatility<sub>t</sub>

$$= \frac{1}{\sqrt{\text{VOP} - 1}} \times \sqrt{\sum_{j=1}^{\text{VOP}} (\text{LnBasketPerformance}_{t-\text{VOP}-\text{Offset}+j} - \text{LnAverageBasketPerformance}_{t-\text{Offset}})^2} \times \sqrt{252}$$

Where:

$\text{LnBasketPerformance}_{t-\text{VOP}-\text{Offset}+j}$  means  $\text{Ln}(1 + \text{Return of Basket}_{t-\text{VOP}-\text{Offset}+j})$

$\text{LnAverageBasketPerformance}_{t-\text{Offset}}$  means  $\frac{1}{\text{VOP}}$

$$\times \sum_{k=1}^{\text{VOP}} \text{Ln}(1 + \text{Return of Basket}_{t-\text{VOP}-\text{Offset}+k})$$

**PRODUCT TYPE 12: TELESCOPE SECURITIES LINKED TO TARGET VOL STRATEGIES**

*[Product Type 12: In the case of Telescope Securities linked to Target Vol Strategies the following applies:*

**§ 1****Definitions**

"**Additional Amount (k)**" means the Additional Amount (k) as calculated or determined by the Calculation Agent pursuant to § 2 of the Special Conditions.

"**Additional Amount Payment Date (k)**" means the Additional Amount Payment Date (k) attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.

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

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 or of 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 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 basis 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (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 the conditions are fulfilled



shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];

- (y) any other event that could have a noticeable adverse effect on the NAV Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*];
- (z) the NAV is no longer published in the Underlying Currency;
- (aa) if the Issuer does not receive any of the following information: (i) upon request 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 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 Banking Day[.];]
- [(bb) a Hedging Disruption or Increased Cost of Hedging occurs;]
- [(bb)][(cc)] a Market Disruption Event exists or Market Disruption Events exist for more than [*Insert number of days*] consecutive Banking Day[s].

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

["**Administrator**"] means the Administrator [as specified in § 2 of the Product 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].]

["**Aggregate Nominal Amount**"] means the Aggregate Nominal Amount of the Series as specified in § 1 of the Product and Underlying Data.]

["**Auditor**"] means the Auditor [as specified in § 2 of the Product 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**") ] [is][are] 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 and Underlying Data.]

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

"**Calculation Currency**" means the Calculation Currency as specified in § 1 of the Product and Underlying Data.

"**Calculation Date**" means each day on which the Reference Price for the Underlying is [scheduled to be] published by the Fund or the Management Company.

**"Calculation Date for Reference Rate"** means each day on which the Reference Rate is scheduled to be published on the Screen Page for the Reference Rate.]

**"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 the administrative practice of the tax or financial supervisory authorities),  
if such changes become effective on or after the First Trade Date,
- [(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 Issuer determines [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] whether this is the case.]

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades [with respect to] [in the securities that form the basis of] [the Underlying] [subscriptions or redemptions of Fund Shares] as determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith.*]

**"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**") [Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") [*Insert other Clearing System(s)*].

**"Conversion Event"** means Fund Conversion Event or Reference Rate Conversion Event.

**"Custodian Bank"** means the Custodian Bank [as specified in § 2 of the Product 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].]

**"D (k)"** means the denominator attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.

**"Days<sub>i-1,i</sub>"** means in relation to a Strategy Calculation Date<sub>i</sub> the number of calendar days from and including the Strategy Calculation Date<sub>i-1</sub> to but excluding the Strategy Calculation Date<sub>i</sub>.

**"Designated Maturity for the Reference Rate"** means the Designated Maturity for the Reference Rate as specified in § 1 of the Product and Underlying Data.]

**"DW<sub>i</sub>"** means the Dynamic Weight in relation to the Strategy Calculation Date<sub>i</sub>.

"**DW<sub>i-1</sub>**" means in relation to the Strategy Calculation Date<sub>i</sub> the Dynamic Weight for Strategy Calculation Date<sub>i-1</sub>.

"**Dynamic Weight**" means the Dynamic Weight as calculated or specified pursuant to § 2 (4) of the Special Conditions.

"**Fee<sub>Strat</sub>**" means the Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>Strat</sub> [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] within the Maximum Permissible Value Range for Fee<sub>Strat</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>Strat</sub>, the modified Fee<sub>Strat</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]

"**Fee<sub>UL</sub>**" means the Fee<sub>UL</sub> as specified in § 1 of the Product and Underlying Data. [The Calculation Agent has the right to increase or decrease the Fee<sub>UL</sub> [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] within the Maximum Permissible Value Range for Fee<sub>UL</sub> on any Strategy Calculation Date. Upon an increase or decrease of Fee<sub>UL</sub>, the modified Fee<sub>UL</sub> shall be deemed to be applicable for the first time in relation to the immediately following Strategy Calculation Date.]

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

"**First Strategy Calculation Date**" means the Initial Observation Date.

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

"**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.

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

- (a) no Replacement Management Company is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]
- (b) a Change in Law [and/or a Hedging Disruption] [and/or Increased Costs of Hedging] occur[s];[;]
- (c) 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith][("Fund Replacement Event")]

"**Fund Documents**" means [in relation to a Fund], 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 Fund which specify the terms and conditions of the Fund and the Fund Shares, in each case in the respective valid version.

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

"**Fund Services Provider**" means, if available, 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 the "Underlying" column in § 1 of the Product and Underlying Data.

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]; 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.]

**["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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] 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.]

**["Investment Adviser"** means the Investment Adviser [as specified in § 2 of the Product 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 and Underlying Data.

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

**"j"** means an integer number representing each number from and including the number 1 to and including VOPL.

**"Last Strategy Calculation Date"** means the Final Observation Date.

**"Length of the Volatility Observation Period"** means the Length of the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

**"Level of the Strategy"** means the Level of the Strategy as calculated or specified pursuant to § 2 (3) of the Special Conditions

**"Ln ( )"** means the natural logarithm of the base in brackets.

**"LnPerf<sub>i-VOPO-VOPL+j</sub>"** means in relation to a VOP Calculation Date<sub>t<sub>i-VOPO-VOPL+j</sub></sub> the log return calculated according to the following formula:

$$\text{Ln} ( R (t_{i-VOPO-VOPL+j}) / R (t_{i-VOPO-VOPL+j-1}) ).$$

**["Management Company"** means the Management Company [as specified in § 2 of the Product 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:

- (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, or
- (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 or 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 return for payment 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; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

["**Maximum Additional Amount (k)**" means the Maximum Additional Amount (k) attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.]

["**Maximum Permissible Value Range for Fee<sub>Strat</sub>**" means the Maximum Permissible Value Range for Fee<sub>Strat</sub> as specified in § 1 of the Product and Underlying Data.]

["**Maximum Permissible Value Range for Fee<sub>UL</sub>**" means the Maximum Permissible Value Range for Fee<sub>UL</sub> as specified in § 1 of the Product and Underlying Data.]

"**Maximum Weight**" means the Maximum Weight as specified in § 1 of the Product and Underlying Data.

["**Minimum Additional Amount (k)**" means the Minimum Additional Amount (k) attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.]

"**Minimum Amount**" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"**Minimum Weight**" means the Minimum Weight as specified in § 1 of the Product 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 the Fund Shares.

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

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

**"Initial Observation Date"** means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date, the immediately following Calculation Date shall be the Initial Observation Date.

**"Observation Date (k)"** means the Observation Date (k) as specified in § 1 of the Product and Underlying Data. If an Observation Date (k) is not a Calculation Date, the immediately following Calculation Date shall be the respective Observation Date (k). The respective Additional Amount Payment Date (k) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Final Observation Date"** means the last Observation Date (k). If such date is not a Calculation Date, the immediately following Calculation Date shall be the Final Observation Date. The Final Payment Date shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Offset of the Volatility Observation Period"** means the Offset of the Volatility Observation Period as specified in § 1 of the Product and Underlying Data.

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

**"Performance of the Strategy (k)"** means in relation to an Observation Date (k) the result of the quotient of S (k), as the numerator, and S (initial), as the denominator.

**"Portfolio Manager"** means [the Portfolio Manager [specified in § 2 of the Product 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 a portfolio manager with respect to the investment activities of the Fund.]

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 1 of the Product and Underlying Data.

**"R (t<sub>i</sub>)"** means the Reference Price on Strategy Calculation Date<sub>i</sub>.

**"R (t<sub>i-1</sub>)"** means in relation to a Strategy Calculation Date<sub>i</sub> the Reference Price for Strategy Calculation Date<sub>i-1</sub>.

**"R (t<sub>i-VOPO-VOPL+j</sub>)"** means the Reference Price on VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>.

**"R (t<sub>i-VOPO-VOPL+j-1</sub>)"** means in relation to a VOP Calculation Date<sub>i-VOPO-VOPL+j</sub> the Reference Price on the Calculation Date immediately preceding VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>.

**"Rate<sub>i-1</sub>"** means in relation to a Strategy Calculation Date<sub>i</sub> the Reference Rate determined on the Reference Rate Reset Date that is associated with the Strategy Calculation Date<sub>i-1</sub>.]

**"Redemption Amount"** means the Redemption Amount as calculated or specified by the Calculation Agent pursuant to § 4 (1) of the Special Conditions.

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

**"Reference Rate"** means in relation to a Strategy Calculation Date the offered rate (expressed as a percentage per annum) for deposits in the Calculation Currency with a term corresponding to the Designated Maturity for the Reference Rate displayed on the Screen Page for the Reference Rate [around 11 a.m. Brussels time] [*insert time*] on the relevant Reference Rate Reset Date. If either the Screen Page for the Reference Rate is not available or no such offered rate is displayed at the time specified, then the Calculation Agent shall either determine another [Reuters] [or] [Bloomberg] page [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] on which a comparable offered rate is displayed or determine such comparable offered rate by reference to

such sources as it may select [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] in respect of such date. Such determinations will be published by means of a notice given in accordance with § 6 of the General Conditions.

**"Reference Rate Conversion Event"** means the following event: no suitable Replacement Reference Rate (as specified in § 9 [(1)] of the Special Conditions) is available; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*][*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*].

**"Reference Rate Reset Date"** means in relation to a Strategy Calculation Date [the [second] [*insert number*] Calculation Date immediately preceding] the Strategy Calculation Date. If such date is not a Calculation Date for the Reference Rate, the Reference Rate Reset Date shall be the immediately preceding Calculation Date for the Reference Rate that is a Calculation Date.]

**"Return of Underlying<sub>i</sub>"** means in relation to a Strategy Calculation Date<sub>i</sub> the result of the following formula:

$$(R(t_i) - R(t_{i-1})) / R(t_{i-1}).$$

**"S (initial)"** means the Start Level of the Strategy.

**"S (k)"** means the Level of the Strategy on the Observation Date (k).

**"Screen Page for the Reference Rate"** means the Screen Page for the Reference Rate and, if applicable, the corresponding heading as indicated in § 1 of the Product and Underlying Data.]

**"Security Holder"** means the holder of a Security.

**"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 [of subscriptions or redemptions of Fund Shares] will customarily take place according to the rules of [such Relevant Exchange][that Clearance System].

**"S<sub>i</sub>"** means the Level of the Strategy in relation to a Strategy Calculation Date<sub>i</sub>.

**"S<sub>i-1</sub>"** means in relation to a Strategy Calculation Date<sub>i</sub> the Level of the Strategy for Strategy Calculation Date<sub>i-1</sub>.

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

**"Start Level of the Strategy"** means the Start Level of the Strategy as specified in § 1 of the Product and Underlying Data.

**"Strategy Calculation Date"** means each Calculation Date between the First Strategy Calculation Date and the Last Strategy Calculation Date (both included).

**"Strategy Calculation Date<sub>i</sub>"** means the Strategy Calculation Date that corresponds to the i-th Calculation Date after the First Strategy Calculation Date.

**"Strategy Calculation Date<sub>i-1</sub>"** means the Strategy Calculation Date immediately preceding the Strategy Calculation Date<sub>i</sub>.

**"Strategy Fee (based on the Level of the Strategy)"** means an annual fee considered for the determination of the Level of the Strategy that is based on the Level of the Strategy. The annual rate corresponds to Fee<sub>Strat</sub>.

**"Strategy Fee (based on the Underlying)"** means an annual fee considered for the determination of the Level of the Strategy that is based on a portion of the Level of the Strategy in accordance with the Dynamic Weight. The annual rate corresponds to Fee<sub>UL</sub>.

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

"**Target Volatility**" means the Target Volatility as specified in § 1 of the Product and Underlying Data.

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

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

"**Underlying Volatility**" means the Underlying Volatility as calculated or specified pursuant to § 2 (5) of the Special Conditions.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Volatility Observation Period<sub>i</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> a period of the Length of the Volatility Observation Period and the last Calculation Date of this period is the Calculation Date that precedes the Strategy Calculation Date<sub>i</sub> according to the Offset of the Volatility Observation Period.

For the avoidance of doubt: The Volatility Observation Period<sub>i</sub> may encompass Calculation Dates that precede the First Strategy Calculation Date and the Initial Observation Date, respectively.

"**Vol<sub>i</sub>**" means the Underlying Volatility in relation to the Strategy Calculation Date<sub>i</sub>.

"**VOP Calculation Date<sub>i-VOPO-VOPL+j</sub>**" means in relation to a Strategy Calculation Date<sub>i</sub> the Calculation Date that corresponds to the j-th Calculation Date of the Volatility Observation Period<sub>i</sub>.

"**VOPL**" means the numerical value of Calculation Dates that corresponds to the Length of the Volatility Observation Period.

"**VOPO**" means the numerical value of Calculation Dates that corresponds to the Offset of the Volatility Observation Period.

"**Website[s] for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website[s] of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest, Additional Amount, Level of the Strategy, Dynamic Weight, Underlying Volatility

- (1) The Securities do not bear interest.
- (2) *Additional Amount (k)*:  
[If the Performance of the Strategy (k) is greater than the Strike Level, the Additional Amount (k) shall be paid on the respective Additional Amount Payment Date (k) pursuant to the



provisions of § 6 of the Special Conditions. The Additional Amount (k) is calculated according to the following formula:

$$\text{Additional Amount}(k) = \text{Nominal Amount} \times \text{Participation Factor} \times \frac{\text{Performance of the Strategy}(k) - \text{Strike Level}}{D(k)}$$

If the Performance of the Strategy (k) is less than or equal to the Strike Level, no Additional Amount (k) is paid.]

[The Additional Amount (k) shall be paid on the respective Additional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) is calculated according to the following formula:

$$\text{Additional Amount}(k) = \text{Nominal Amount} \times \text{Participation Factor} \times \frac{\text{Performance of the Strategy}(k) - \text{Strike Level}}{D(k)}$$

However, the Additional Amount (k) is not less than the relevant Minimum Additional Amount (k).]

[However, the Additional Amount (k) is not greater than the Maximum Additional Amount (k).]

- (3) *Level of the Strategy (S<sub>i</sub>):* The Calculation Agent shall determine or specify the Level of the Strategy as follows:
- In respect of the First Strategy Calculation Date, the Level of the Strategy corresponds to the Start Level of the Strategy.
  - In respect of a Strategy Calculation Date<sub>i</sub> after the First Strategy Calculation Date, the Level of the Strategy is calculated according to the following formula:

[In the case that the Strategy is calculated as excess return to a reference rate, the following applies:

$$S_i = S_{i-1} \times \left[ 1 - \text{Fee}_{\text{Strat}} \times \frac{\text{Days}_{i-1,i}}{360} + DW_{i-1} \times \left( \text{Return of the Underlying}_i - \text{Rate}_{i-1} \times \frac{\text{Days}_{i-1,i}}{360} - \text{Fee}_{\text{UL}} \times \frac{\text{Days}_{i-1,i}}{360} \right) \right]$$

[In the case that the Strategy is calculated with a reference rate, the following applies:

$$S_i = S_{i-1} \times \left[ 1 - \text{Fee}_{\text{Strat}} \times \frac{\text{Days}_{i-1,i}}{360} + DW_{i-1} \times \left( \text{Return of the Underlying}_i - \text{Fee}_{\text{UL}} \times \frac{\text{Days}_{i-1,i}}{360} \right) + (1 - DW_{i-1}) \times \text{Rate}_{i-1} \times \frac{\text{Days}_{i-1,i}}{360} \right]$$

[In the case that the Strategy is calculated without a reference rate, the following applies:

$$S_i = S_{i-1} \times \left[ 1 - \text{Fee}_{\text{Strat}} \times \frac{\text{Days}_{i-1,i}}{360} + DW_{i-1} \times \left( \text{Return of the Underlying}_i - \text{Fee}_{\text{UL}} \times \frac{\text{Days}_{i-1,i}}{360} \right) \right]$$

- (4) *Dynamic Weight (DW<sub>i</sub>):* The Calculation Agent shall calculate the Dynamic Weight in respect of a Strategy Calculation Date<sub>i</sub> according to the following formula:

$$DW_i = \frac{\text{Target Volatility}}{\text{Vol}_i}$$

However, the Dynamic Weight is not less than the Minimum Weight and not greater than the Maximum Weight.

- (5) *Underlying Volatility (Vol<sub>i</sub>):* The Calculation Agent shall calculate the Underlying Volatility in respect of a Strategy Calculation Date<sub>i</sub> according to the following formula:

$$\text{Vol}_i = \sqrt{\frac{\sum_{j=1}^{\text{VOPL}} (\text{LnPerf}_{i-\text{VOPO}-\text{VOPL}+j})^2 - \frac{1}{\text{VOPL}} \times (\sum_{j=1}^{\text{VOPL}} \text{LnPerf}_{i-\text{VOPO}-\text{VOPL}+j})^2}{\text{VOPL} - 1}} \times \sqrt{252}$$

### § 3

#### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

### § 4

#### Redemption Amount

*Redemption Amount:* The Redemption Amount corresponds to the Minimum Amount.

**[Special Conditions that apply to all product types:**

**§ 5**

*[In the case of Securities with a conversion right of the Issuer, the following applies:*

**Issuer's Conversion Right**

*Issuer's Conversion Right:* Upon the occurrence of a Conversion Event the Securities shall be redeemed at the Settlement Amount on the Final Payment Date.

The "**Settlement Amount**" shall be the fair market value of the Securities without taking into account future interest payments on the Securities, if any, together with accrued interest on such determined market value 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 term as the Securities within ten Banking Days following the occurrence of the Conversion Event; it shall be determined by the Calculation Agent *[in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)]* *[in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith]* *[under then prevailing circumstances]*.

The determination of the fair market value is based on the economic equivalent of the Issuer's payment obligations to the Security Holders consistent with the provisions for the redemption profile, interest or other additional amounts of the Securities that would otherwise be due on the Final Payment Date and which is adjusted for taking into consideration the following parameters as of *[the [tenth] [insert number of days] Banking Day before]* the Final Payment Date: the price of the Underlying, the remaining time to maturity, the estimated volatility, the dividends (if applicable), the current interest rate as well as the interest spread associated with the credit default risk of the Issuer and any other relevant market parameter that can influence the value of the Securities. However, the Settlement Amount shall not be less than the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount corresponds to the Minimum Amount. The Settlement Amount shall be notified pursuant to § 6 of the General Conditions. *[In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]*

*[The right for payment of the Additional Amount [(k)][(1)] ceases to exist in relation to all Additional Amount Payment Dates [(k)][(1)] following the occurrence of a Conversion Event.]*

*The Settlement Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.]*

*[In the case of Securities without an Issuer's Conversion Right, the following applies:*

**(intentionally omitted)**

**§ 6**

**Payments**

*[In the case of Securities where the Specified Currency is the Euro, the following applies:*

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.]

*[In the case of Securities where the Specified Currency is not the Euro, the following applies:*

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.]
- (2) *Business 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 shall not be 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 to be credited to the respective accounts of the [depository banks][Custodian Banks] and to be transferred 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.

*[In the case of Securities governed by German law, the following shall apply:*

- (4) *Interest of default:* If the Issuer fails to make payments 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 the payment (including).]

*[In the case of Securities governed by Italian law, the following shall apply:*

- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate ('*Saggio degli Interessi legali*'), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).]

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date[(k)], the respective Observation Date[(k)] shall be postponed [for [all Basket Components] [the respective Basket Component<sub>i</sub>] to the next following [Calculation Date][Banking Day that is a Calculation Date for the Basket Component<sub>i</sub>] on which the Market Disruption Event no longer exists. *[Insert in the case of Securities with an averaging observation:* If, as a result of such a postponement, several Observation Dates fall on the same day, then each of those Observation Dates shall be deemed to be an Observation Date for averaging purposes.]

Any Payment Date relating to such Observation Date[(k)] shall be postponed if applicable. [Interest shall not be payable due to such postponement.]

- [(2) *Omission:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on [a Calculation Date] [a Strategy Calculation Date] that is not an Observation Date, the Level of the [Target Vol] Strategy, the Dynamic Weight and the Return [of Basket] [of the Underlying] shall not be calculated with respect to such date and such date shall not be considered in the calculation of the [Underlying Volatility][Basket Volatility].]

- [(2)][(3)] *Discretionary valuation:* Should the Market Disruption Event continue for more than [Insert number of Banking Days] consecutive Banking Days, the Calculation Agent shall determine [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)] [in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith] the respective [Reference Price<sub>i</sub>] required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such [Reference Price<sub>i</sub>] [FX<sub>i</sub>] shall be the reasonable price 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 financial position of the Security Holders.

*[In the case of a share or a depository receipt, an index or a commodity as Underlying or Securities linked to a basket of shares or depository receipts, a basket of indices or a basket of commodities, the following applies:*

If within these [Insert number of Banking Days] Banking Days traded Derivatives of the [Underlying] [respective Basket Component<sub>i</sub>] expire or are settled on the Determining Futures Exchange<sub>i</sub>, the settlement price established by the Determining Futures Exchange<sub>i</sub> for the traded Derivatives will be taken into account in order to conduct the calculations or,

respectively, specifications described in the Terms and Conditions of these Securities. 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 Calculation Agent) 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. 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 respective Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities shall 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) [*In the case of Securities governed by German law, insert: 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 [, if necessary] (in particular the [respective] Underlying, the ratio and/or all prices of the [respective] Underlying, which have been specified by the Calculation Agent) and/or all prices of the [respective] 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such

adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. 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 [respective] 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 [respective] 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 the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] 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 financial 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) [*In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.*]]

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

§ 8

**Relevant Trading Conditions, Adjustments, Replacement Reference Market**

- (1) *Relevant Trading Conditions:* 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 taking in consideration
- (a) the method of price determination,
  - (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
  - (c) other value determining factors,

applicable on the Reference Market in respect of the Underlying (together the "**Relevant Trading Conditions**"), unless otherwise provided in 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 Calculation Agent) 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange to the 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 respective Determining Futures Exchange, no adjustments were made to the Derivatives linked to the Underlying, the Terms and Conditions of these Securities shall regularly remain unchanged. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.

- (3) *Replacement Reference Market:* In the event of
- (a) a final discontinuation of the trading in the Underlying at the Reference Market,
  - (b) a material change of the market conditions at the Reference Market or
  - (c) a material limitation of the liquidity of the Underlying at the Reference Market,

with the trading in the same commodity being continued on another market without restrictions, the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*] shall determine that such other market will be used in the future as Reference Market (the "**Replacement Reference Market**"). 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 order to account for any difference in the method of price determination and the trading conditions applicable to the Underlying on the Replacement Reference Market (in particular in terms of the quality, the quantity and the currency of trading) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The Replacement Reference Market and the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Reference Market, any reference to the replaced Reference Market in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market.]

- [(4) *[In the case of Securities governed by German law, insert: 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 of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. 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, inter alia, taxes, retentions, deductions or other charges borne by the Issuer. The exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (2) *Replacement Underlying:* In cases of a Fund Replacement Event, the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] 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 financial 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.
- [(5) *[In the case of Securities governed by German law, insert:* 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 of these Securities (in particular the Underlying, the ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. 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 exercised adjustments and the date of the first application shall be notified pursuant to § 6 of the General Conditions.
- (3) *Replacement Underlying:* In cases of an Index Replacement Event, the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith,] 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 financial position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Underlying and the adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the Replacement Underlying, any reference to the Underlying in these Terms and Conditions shall be deemed to refer to the Replacement Underlying, unless the context provides otherwise.

- (4) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but by another person, company or institution (the "**New Index Sponsor**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the Index Sponsor shall be deemed to refer to the New Index Sponsor, depending on the context. If the Underlying is no longer calculated by the Index Calculation Agent but by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or specifications described in these Terms and Conditions shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the Index Calculation Agent shall be deemed to refer to the New Index Calculation Agent, unless the context provides otherwise.

[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.]
- [(6) *[In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]]*

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

§ 8

**(intentionally omitted)**

[In the case of Securities linked to a basket of shares or depository receipts, 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 respective Basket Component<sub>i</sub>, the ratio and/or all prices of the Basket Components, which have been specified by the Calculation Agent) and/or all prices of the Basket Components 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith]. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange<sub>i</sub> to the there traded Derivatives linked to the respective Basket Component<sub>i</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>i</sub>. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange<sub>i</sub>, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>i</sub>, the Terms and Conditions of these Securities shall 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 respective Basket Component<sub>i</sub> published by the respective Relevant Exchange<sub>i</sub> pursuant to the Terms and Conditions of these Securities will subsequently be corrected and the correction (the "**Corrected Value**") will be published by the respective Relevant Exchange<sub>i</sub> 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) If adjustments pursuant to the preceding paragraph with regard to the affected Basket Component are not sufficient in order to establish an economically equivalent situation, the Calculation Agent will [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith] either
  - (a) remove the respective Basket Component from the Basket without replacing it (if necessary by adjusting the weighting of the remaining Basket Components), or
  - (b) replace the respective Basket Component in whole or in part by an economically equal Basket Component, determined [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 et seq. BGB)] [*in the case of Securities governed by Italian law, insert:*, acting in accordance with relevant market practice and in good faith] (if applicable by adjusting the weighting of the Basket Components then present in the Basket) (the "**Successor Basket Component**"). In such case, the Successor Basket Component will be deemed to be the Basket Component and each reference in these Terms and Conditions to the Basket Component will be deemed to refer to the Successor Basket Component.]

- [(4) *[In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]]*

*[In the case of Securities linked to a basket of indices, the following applies:*

## § 8

### **Index Concept, Adjustments, Replacement Basket Component, 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 Basket Components with its provisions currently applicable, as developed and maintained by the respective Index Sponsor<sub>i</sub>, as well as the respective method of calculation, determination, and publication of the price of the respective Basket Component<sub>i</sub> (the "**Index Concept**") applied by the respective Index Sponsor<sub>i</sub>. This shall also apply if during the term of the Securities changes are made or occur in respect of the respective Index Concept, or if other measures are taken, which have an impact on the respective 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 [, if necessary] (in particular the respective Basket Component<sub>i</sub>, the Ratio and/or all prices of the Basket Component<sub>i</sub>, which have been specified by the Calculation Agent) and/or all prices of the Basket Component<sub>i</sub> 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any such adjustment will be performed taking into consideration any adjustments made by the Determining Futures Exchange<sub>i</sub> to the there traded Derivatives linked to the respective Basket Component<sub>i</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>i</sub>. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange<sub>i</sub>, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>i</sub>, the Terms and Conditions of these Securities shall 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 Basket Component:* In cases of an Index Replacement Event or an Index Usage Event, the adjustment pursuant to paragraph (2) is usually made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*]determining, which index should be used in the future as respective Basket Component<sub>i</sub> (the "**Replacement Basket Component**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the respective Basket Component<sub>i</sub>, the ratio and/or all prices of the respective Basket Component<sub>i</sub>, which have been specified by the Issuer) and/or all prices of the respective Basket Component<sub>i</sub> determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in such a way that the financial position of the Security Holders remains unchanged to the greatest extent possible. The respective Replacement Basket Component 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 Basket Component on, any reference to the replaced respective Basket Component<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Basket Component.
- (4) *New Index Sponsor and New Index Calculation Agent:* If the respective Basket Component<sub>i</sub> is no longer determined by the respective Index Sponsor<sub>i</sub> 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 respective Basket Component<sub>i</sub> as determined by the respective New Index Sponsor. In this case, any reference to the replaced Index Sponsor<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the respective Basket Component<sub>i</sub> is no longer calculated by the respective Index Calculation Agent<sub>i</sub> 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 respective Basket Component<sub>i</sub> as calculated by the respective New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent<sub>i</sub>.

- (5) *Replacement Specification:* If a price of the respective Basket Component<sub>i</sub> published by the respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent<sub>i</sub>, 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 respective Index Sponsor<sub>i</sub> or the respective Index Calculation Agent<sub>i</sub>, 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) *[In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]]*

*[In the case of Securities linked to a basket of commodities, the following applies:*

## § 8

### Relevant Trading Conditions, Adjustments, Replacement Reference Market

- (1) *Relevant Trading Conditions:* The basis for the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities shall be the respective Basket Component<sub>i</sub> taking in consideration
- (a) the method of price determination,
  - (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
  - (c) other value determining factors,
- applicable on the respective Reference Market<sub>i</sub> in respect of the respective Basket Component<sub>i</sub> (together the "**Relevant Trading Conditions**"), unless otherwise provided in below provisions.
- (2) *Adjustments:* Upon the occurrence of an Adjustment Event the Terms and Conditions of these Securities (in particular the Basket Component<sub>i</sub>, the ratio and/or all prices of the Basket Components, which have been specified by the Calculation Agent) and/or all prices of the Basket Components 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. Any such adjustment will be performed taking into consideration any adjustments made by the respective Determining Futures Exchange to the there traded Derivatives linked to the respective Basket Component<sub>i</sub>, and the remaining term of the Securities as well as the latest available price of the respective Basket Component<sub>i</sub>. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange, no adjustments were made to the Derivatives linked to the respective Basket Component<sub>i</sub>, 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.

- (3) *Replacement Reference Market:* In the event of
- (a) a final discontinuation of the trading in the respective Basket Component<sub>i</sub> at the respective Reference Market<sub>i</sub>,
  - (b) a material change of the market conditions at the respective Reference Market<sub>i</sub> or
  - (c) a material limitation of the liquidity of the Underlying at the respective Reference Market<sub>i</sub>,

with the trading in the same commodity being continued on another market without restrictions, the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith,*] shall determine that such other market will be used in the future as respective Reference Market<sub>i</sub> (the "**Replacement Reference Market**"). If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the respective Basket Component<sub>i</sub>, the ratio and/or all prices of the respective Basket Component<sub>i</sub>, which have been specified by the Issuer) and/or all prices of the respective Basket Component<sub>i</sub> determined by the Calculation Agent pursuant to the Terms and Conditions of these Securities in order to account for any difference in the method of price determination and the trading conditions applicable to the respective Basket Component<sub>i</sub> on the respective Replacement Reference Market<sub>i</sub> (in particular in terms of the quality, the quantity and the currency of trading) (together the "**New Relevant Trading Conditions**"), as compared to the original Relevant Trading Conditions. The respective Replacement Reference Market<sub>i</sub> and the performed adjustments and the time that it is first applied will be published in accordance with § 6 of the General Conditions. Commencing with the first application of the respective Replacement Reference Market<sub>i</sub>, any reference to the replaced Reference Market<sub>i</sub> in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market<sub>i</sub>.]

- [(4) [*In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.*]]

[In the case of Securities linked to a basket of funds, 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 of these Securities (in particular the respective Basket Component<sub>i</sub>, the ratio and/or all prices of the Underlying, which have been specified by the Calculation Agent) and/or all prices of the Basket Component<sub>i</sub> 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 financial position of the Security Holders remains unchanged to the greatest extent possible. Such adjustments shall be made by the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law, insert: acting in accordance with relevant market practice and in good faith*]. 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 respective Basket Component<sub>i</sub>. 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 exercised adjustments and the date of the first application shall be notified according to § 6 of the General Conditions.
- [(2) *Replacement Basket Component:* In cases of a Fund Replacement Event, the adjustment usually entails the Calculation Agent [*in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 et seq. BGB)*] [*in the case of Securities governed by Italian law,*

*insert*; acting in accordance with relevant market practice and in good faith,] determining which Fund or Fund Share should be used in the future as the respective Basket Component<sub>i</sub> (the "**Replacement Basket Component**"). If necessary, the Calculation Agent will make further adjustments to these Terms and Conditions (in particular to the Basket Component<sub>i</sub>, the ratio and/or all prices of the respective Basket Component<sub>i</sub> specified by the Issuer) and/or all prices of the Basket Component<sub>i</sub> determined by the Calculation Agent pursuant to these Terms and Conditions in such a way that the financial position of the Security Holders remains unchanged to the greatest extent possible. The Replacement Basket Component 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 Basket Component, any reference to the Basket Component<sub>i</sub> in these Terms and Conditions shall be deemed to refer to the Replacement Basket Component, unless the context provides otherwise.]

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

[(2)] [(3)] *Replacement Specification:* If a [NAV][Reference Price], 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 Basket Component<sub>i</sub>, 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:

[(2)] [(3)] *Replacement Specification:* If a [NAV] [Reference Price], 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 Basket Component<sub>i</sub>, then the relevant value will not be specified again.]

[(4)] If the Basket Component<sub>i</sub> 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 these Terms and Conditions shall be deemed, depending on the context, to refer to the Replacement Management Company.

[(5)] *[In the case of Securities governed by German law, insert: The application of §§ 313, 314 BGB remains reserved.]]*

[In the case of Securities linked to a basket of exchange rates, the following applies:

## § 8

(intentionally omitted)

[In the case of Securities with [EURIBOR][LIBOR] [Insert] as Reference Rate, the following applies:

§ 9

**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 the case of Securities governed by German law, insert:*in its reasonable discretion (§ 315 et seq. BGB)][*in the case of Securities governed by Italian law, insert:* acting in accordance with relevant market practice and in good faith].
- [(2)] [*In the case of Securities governed by German law, insert:* The application of §§ 313, 314 BGB remains reserved.]]



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

**A. Descriptions of indices incorporated by reference**

The description of indices composed by the Issuer or by any legal entity belonging to the same group included in the base prospectus of UniCredit Bank AG dated 21 February 2014 for the issuance of Worst-of Bonus Securities, Worst-of Express Securities and Worst-of Express Cash Collect Securities is hereby incorporated by reference into this Base Prospectus. A list setting out the information incorporated by reference is provided on page 441 et seq.

The complete set of rules of the index and information on the performance of the index are freely accessible on the Issuer's or on the index provider's website. The governing rules (including methodology of the index for the selection and the re-balancing of the components of the index, description of market disruption events and adjustment rules) are based on predetermined and objective criteria.

## **B. Descriptions of indices set out in this Base Prospectus**

### **1. DESCRIPTION OF HVB MULTI MANAGER BEST SELECT FLEX INDEX**

The following Index Description outlines the key data for the "**HVB Multi Manager Best Select Flex Index**" (the "**HVB Multi Manager Best Select Flex Index**") compiled by the Issuer. This description is subject to amendments or adjustments from time to time after the date of this Base Prospectus in relation to which the Issuer will publish a related supplement to this Base Prospectus.

The HVB Multi Manager Best Select Flex Index (WKN A1YD46 / ISIN DE000A1YD465) (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 euro (the "**Index Currency**") in accordance with the index rules set out below (the "**Index Rules**") whose objective is to participate in the performance of the Reference Fund, while aiming to control the frequency and degree of fluctuations in the value (volatility) of the Reference Portfolio (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:

*Definitions regarding the Index:*

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the principal domestic clearance system customarily used to settle trades regarding the Index Components and the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) are open.

"**Debt Securities**" means all outstanding debt 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.

"**Fund Event**" means any event defined as a Fund Event in *Section D. - I. General extraordinary adjustments of this Index Description*.

"**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 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 Debt Securities or other 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 in such Fund Shares which (i) has the legal form of a company incorporated in Germany, (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 investor in relation to the subscription and redemption of Fund Shares as at the relevant Index Valuation Date.

"**Index Components**" means the Fund Shares included in the Index at any given time and the Reference Index.

"**Index Event**" means any event defined as an Index Event in *Section D. - I. General extraordinary adjustments of this Index Description*.

"**Index Initial Value**" means 100.00.

"**Index Start Date**" means 4 March 2014.

"**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.

"**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. - Calculation of the Index of this Index Description*.

"**Issuer**" means an issuer of Debt Securities.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the European single currency area. The performance of this investment is reflected by the Reference Index.

"**Reference Portfolio**" means a hypothetical portfolio of the Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. The Reference Portfolio has a value at the Index Start Date equal to the Index Initial Value (expressed in euro).

" $t^*_j$ " or "**Reinvestment Date**" means, in relation to a Distribution, the Index Valuation Date immediately following the relevant Distribution Payment Date.

" $t_j$ " means the  $j$ -th Index Valuation Date. The Index Start Date is shown as  $t_0$ , previous Index Valuation Dates are numbered with negative indices and subsequent Index Valuation Dates are numbered with positive indices, resulting in (... ,  $t_{-2}$ ,  $t_{-1}$ ,  $t_0$ ,  $t_1$ ,  $t_2$ , ...).

" $t_{j-p}$ " means the  $p$ -th Index Valuation Date prior to the Index Valuation Date  $t_j$ .

" $t_{j-p-2}$ " means the second Index Valuation Date prior to the Index Valuation Date  $t_{j-p}$ .

" $t_{j-p-3}$ " means the third Index Valuation Date prior to the Index Valuation Date  $t_{j-p}$ .

*Definitions regarding the Reference Fund:*

"**Auditor**" means Deloitte & Touche GmbH and/or any other auditor appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Custodian Bank**" means CACEIS Bank Deutschland GmbH and/or any other company appointed by the Management Company to perform custodial, accounting, settlement or similar services for the Reference Fund.

" **$d(t^*_j)$** " means the present value (in euro) of the relevant Distribution (less costs and taxes, if any, incurred by the Hypothetical Investor in relation to the Distribution) as at the Ex-Date immediately preceding the relevant Reinvestment Date  $t^*_j$ .

" **$d(t_j)$** " means either (i)  $d(t^*_j)$  on each Index Valuation Date  $t_j$  between any Ex-Date (inclusive) and the corresponding Reinvestment Date  $t^*_j$  (exclusive) or (ii) zero on any other Index Valuation Date  $t_j$ .

"**Distribution Payment Date**" means, in relation to a Distribution, the day on which such Distribution would be received by the Hypothetical Investor.

"**Distribution**" means a cash distribution which the Reference Fund would pay per Fund Share to the Hypothetical Investor on a Distribution Payment Date.

"**Ex-Date**" means, in relation to a Distribution, the first day on which the Net Asset Value is published by the Management Company, having been reduced by that Distribution.

"**Fund Documents**" means the annual report and the half-yearly report, the prospectus (including fund rules), 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, as amended. The Fund Documents, as amended, are available on the website [www.pioneerinvestments.de](http://www.pioneerinvestments.de) (or any successor site). The

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP  
information contained therein is also maintained by UniCredit Bank AG, LCD7SR, Arabellastraße 12, 81925 Munich, Germany, to be issued to the public free of charge during normal business hours.

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

"**Fund Services Provider**" means the Auditor, the Custodian Bank or the Management Company.

"**Fund Share**" or "**Fund Shares**" means a share or shares in the Reference Fund (WKN A1W9BL / ISIN DE000A1W9BL3).

"**Management Company**" means Pioneer Investments Kapitalanlagegesellschaft mbH, which manages the Reference Fund.

"**n(t<sub>j</sub>)**" means the distribution factor for the Index Valuation Date t<sub>j</sub>. On the Index Start Date t<sub>0</sub>, a value of 1.00 is set for the distribution factor (n(t<sub>0</sub>)). Thereafter, the distribution factor is recalculated by the Index Calculation Agent on each Reinvestment Date t\*<sub>j</sub> in accordance with the provisions set out in *Section C. – II. Adjustment of the distribution factor*.

"**n̄(t\*<sub>j</sub>)**" means the distribution factor n(t<sub>j</sub>) immediately prior to the Reinvestment Date t\*<sub>j</sub>.

"**NAV(t\*<sub>j</sub>)**" means the Net Asset Value of a Fund Share on Reinvestment Date t\*<sub>j</sub>.

"**NAV(t<sub>j-1</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-1</sub>.

"**NAV(t<sub>j</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j</sub>.

"**NAV<sup>A</sup>(t<sub>j-1</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-1</sub>, after taking account of all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-1</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

"**NAV<sup>A</sup>(t<sub>j</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j</sub>, after taking account of all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j</sub>, which is calculated by the Index Calculation Agent in accordance with the formula specified in *Section C. – I. Calculation of the Index Value*.

"**NAV<sup>A</sup>(t<sub>j-p-2</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-p-2</sub>, after taking account of all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-p-2</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

"**NAV<sup>A</sup>(t<sub>j-p-3</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-p-3</sub>, after taking account of all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-p-3</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

"**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 Pioneer Investments Multi Manager Best Select.

*Definitions regarding the Reference Index:*

"**Reference Index Calculation Agent**" means UniCredit Bank AG, Munich, Germany.

"**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. A current version of the Reference Index Description, as amended, is published on the website [www.onemarkets.de](http://www.onemarkets.de) (or any successor site).

"**Reference Index Structuring Fee**" or "**FRI**" means a rate by which the performance of the Reference Index is reduced. The Reference Index Structuring Fee is 1.00% per annum (FRI = 1.00%).

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"**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 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**").

"**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  $t_{j-1}$ .

## II. General information, disclaimer

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors wishing to buy Debt Securities and does not constitute a solicitation to buy Fund Shares. Each investor must make its own assessment of the merits of the Reference Fund. 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 beneficial or legal interest or ownership in the Index Components. Each of the allocations described herein within the Reference Portfolio is only carried out hypothetically by modifying such records. The Index Sponsor, the Index Calculation Agent, any Issuer and the Hedging Party are under no obligation to directly or indirectly acquire the Index Components. Fees, 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 Debt Securities or reinvested in the Index, but will be taken into account by the Index Sponsor in its internal pricing models by means of lower costs for the earnings mechanism. Distributions made by the Reference Fund will not be distributed to the holders of Debt Securities, but will be reinvested in the Index

### Section B. - General information regarding the Index

#### I. Objective of the Index

The Index reflects the performance of the Reference Portfolio.

For the purposes of pursuing the Objective of the Index, the participation in the Reference Fund will be reduced in part or in full in the event of high volatility of the Reference Fund (volatility is an indicator of the frequency and degree of fluctuations in value), and the participation in the Money Market Investment will be increased accordingly. Conversely, the participation in the Money Market Investment will be reduced in part or in full in the event of low volatility of the Reference Fund, and the participation in the Reference Fund will be increased accordingly.

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 sets up 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 definitions with regard to the Index in its reasonable discretion (§ 315 BGB).

The Index Calculation Agent conducts all calculations with the regard to the Index in accordance with this Index Description, and monitors and updates 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. The Index Sponsor and the Index Calculation Agent accept no liability except in the event of wilful misconduct or gross negligence.

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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 Debt 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 Debt 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:

$$Index(t_j) = Index(t_{j-1}) \times [1 + w(t_{j-1}) \times Return_1(t_j) + (1-w(t_{j-1})) \times Return_2(t_j)]$$

where the return on the Reference Fund since the previous Index Valuation Date  $t_{j-1}$  (referred to as Return1( $t_j$ )) is calculated as follows:

$$Return_1(t_j) = \frac{NAV^A(t_j) - NAV^A(t_{j-1})}{NAV^A(t_{j-1})}$$

where

$$NAV^A(t_j) = n(t_j) \times (NAV(t_j) + d(t_j))$$

and the return on the Money Market Investment is calculated as follows on the basis of the Reference Index, reduced by the proportionate Reference Index Structuring Fee since the previous Index Valuation Date  $t_{j-1}$  (referred to as Return2( $t_j$ )):

$$Return_2(t_j) = \frac{RIV(t_j) - RIV(t_{j-1})}{RIV(t_{j-1})} - \frac{F_{RI}}{360} \times \Delta(t_{j-1}, t_j)$$

where

" $w(t_{j-1})$ " denotes the weighting of the Reference Fund (as defined in *Section C. - III. Dynamic Allocation rules* below), calculated for the Index Valuation Date  $t_{j-1}$ ;

" $\Delta(t_{j-1}, t_j)$ " 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. Adjustment of the distribution factor**

On each Reinvestment Date  $t^*_j$ , the distribution factor  $n(t^*_j)$  is recalculated by the Index Calculation Agent in a way so that it notionally equals a reinvestment of the present value (in euro) of the related Distribution (less costs and taxes, if any, incurred by the Hypothetical Investor) in Fund Shares. Expressed as a formula, this means:

$$n(t^*_j) = \tilde{n}(t^*_j) + \frac{\tilde{n}(t^*_j) \times d(t^*_j)}{NAV(t^*_j)}$$

### III. Dynamic Allocation rules

The weighting of the Index Components in the Reference Portfolio is redetermined on each Index Valuation Date  $t_j$  (where  $j = 0, 1, 2, \dots$ ) as follows ("**Dynamic Allocation**"):

First, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund ( $\sigma_R(t_j)$ ), using the daily returns of the Reference Fund over a period of twenty consecutive Index Valuation Dates, and derives an annual volatility level from this realised volatility. The period observed (the "**Volatility Period**") commences twenty-two Index Valuation Dates prior to the relevant Index Valuation Date  $t_j$  and ends two Index Valuation Dates prior to the relevant Index Valuation Date  $t_j$ . Return is 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:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \text{Ln} \left( \frac{NAV^A(t_{j-p-2})}{NAV^A(t_{j-p-3})} \right)^2 - \frac{1}{20} \times \left( \sum_{p=0}^{19} \text{Ln} \left[ \frac{NAV^A(t_{j-p-2})}{NAV^A(t_{j-p-3})} \right] \right)^2}{19}} \times \sqrt{252}$$

where

"**Ln[x]**" denotes the natural logarithm of a value of  $x$ .

If, on any Index Valuation Date  $t_j$ , the twenty-one Net Asset Values of the Fund Share required in order to calculate  $\sigma_R(t_j)$  are not available in the relevant Volatility Period because the history of the Reference Fund is too short, the Index Calculation Agent will use the earliest available Net Asset Value of a Fund Share as the value for the unavailable Net Asset Values of the Reference Fund.

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 the weighting of the Reference Fund and vice versa.

"**Allocation Table**":

| <b>Realised volatility of the Reference Fund<br/><math>\sigma_R(t_j)</math></b> | <b>Weighting <math>w(t_j)</math></b> |
|---|--------------------------------------|
| $\sigma_R(t_j) < 6.00\%$  | 100%                                 |
| $6.00\% \leq \sigma_R(t_j) < 6.25\%$  | 96%                                  |
| $6.25\% \leq \sigma_R(t_j) < 6.50\%$  | 92%                                  |
| $6.50\% \leq \sigma_R(t_j) < 6.75\%$  | 88%                                  |
| $6.75\% \leq \sigma_R(t_j) < 7.00\%$  | 84%                                  |
| $7.00\% \leq \sigma_R(t_j) < 7.25\%$  | 82%                                  |
| $7.25\% \leq \sigma_R(t_j) < 7.50\%$  | 80%                                  |
| $7.50\% \leq \sigma_R(t_j) < 7.75\%$  | 78%                                  |
| $7.75\% \leq \sigma_R(t_j) < 8.00\%$  | 76%                                  |

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|  |     |
|--|-----|
| $8.00\% \leq \sigma_R(t_j) < 8.25\%$   | 74% |
| $8.25\% \leq \sigma_R(t_j) < 8.50\%$   | 72% |
| $8.50\% \leq \sigma_R(t_j) < 8.75\%$   | 70% |
| $8.75\% \leq \sigma_R(t_j) < 9.00\%$   | 68% |
| $9.00\% \leq \sigma_R(t_j) < 9.25\%$   | 66% |
| $9.25\% \leq \sigma_R(t_j) < 9.50\%$   | 63% |
| $9.50\% \leq \sigma_R(t_j) < 10.00\%$  | 60% |
| $10.00\% \leq \sigma_R(t_j) < 10.50\%$ | 57% |
| $10.50\% \leq \sigma_R(t_j) < 11.00\%$ | 54% |
| $11.00\% \leq \sigma_R(t_j) < 11.50\%$ | 51% |
| $11.50\% \leq \sigma_R(t_j) < 12.00\%$ | 48% |
| $12.00\% \leq \sigma_R(t_j) < 12.50\%$ | 45% |
| $12.50\% \leq \sigma_R(t_j) < 13.00\%$ | 42% |
| $13.00\% \leq \sigma_R(t_j) < 14.00\%$ | 39% |
| $14.00\% \leq \sigma_R(t_j) < 15.00\%$ | 36% |
| $15.00\% \leq \sigma_R(t_j) < 16.00\%$ | 32% |
| $16.00\% \leq \sigma_R(t_j) < 17.00\%$ | 28% |
| $17.00\% \leq \sigma_R(t_j) < 18.00\%$ | 24% |
| $18.00\% \leq \sigma_R(t_j) < 20.00\%$ | 20% |
| $20.00\% \leq \sigma_R(t_j) < 22.00\%$ | 15% |
| $22.00\% \leq \sigma_R(t_j) < 24.00\%$ | 10% |
| $24.00\% \leq \sigma_R(t_j) < 26.00\%$ | 5%  |
| $26.00\% \leq \sigma_R(t_j)$           | 0%  |

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 where the Reference Fund makes use of provisions leading to partial execution of subscription or redemption requests). This may lead to 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,



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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*

Should the Index Sponsor determine that one or more Fund Events have occurred, the Index Sponsor will, if necessary, adjust the Index Concept in such a way that the financial 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 shares with economically equivalent liquidity, distribution policy and investment strategy (the "**Successor Reference Fund**", and its shares the "**Successor Fund Shares**") in the amount of the proceeds of the liquidation of the Reference Fund 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 an economically equivalent investment strategy (the "**Successor Index**") in the amount of the proceeds of the liquidation of the Reference Fund 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
- 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*.

Should the Reference Fund be replaced in accordance with (a) or (b) resulting in the loss or the reduction of the fees received by the Index Sponsor in its function as Hedging Party from the Management Company in relation to any holdings in the Reference Fund, 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. – II. Calculation of the Index Value of this Index Description*) is reduced by this structuring fee as an annual percentage on a daily basis in the same way as Return2 is calculated. This structuring fee (i) amounts to 1.00% p.a. in the case of a Successor Index, or (ii) in the case of a Successor Reference Fund, is calculated as the difference between 1.00% p.a. and the anticipated reduced trailer fee for holdings of the Successor Reference Fund as an annual percentage. It will, however, not exceed 1.00% p.a. The introduction of such structuring fee and its amount 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 or 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;

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- 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 Services 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 licence or registration of the Reference Fund or the Management Company; or (iii) the suspension, cancellation, revocation or absence of the distribution authorisation for the Reference Fund or the Management Company by a competent authority; or (iv) the initiation of a regulatory investigation, conviction by a court or an order by a competent authority relating to the activities of the Reference 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;
- h) a material 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 maintain its Hedging Transactions or which would result in significantly increased costs, in each case as 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 outstanding Fund Shares in 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 a shareholder in the Reference Fund for reasons outside the control of that shareholder, (iii) the subdivision, consolidation or reclassification of the Fund Shares or any other event 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

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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 Services Provider discontinues its services for the Reference Fund or loses its accreditation, 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 the shareholders;
- 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 as well as Distributions which 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;
- 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 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;

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of Debt Securities suffers a significant adverse change as a result, as 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 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 Index*

Should the Index Sponsor determine that one or more Index Events have occurred, the Index Sponsor will, if necessary, adjust the Index Concept in such a way that the financial 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**") using 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 application periods 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 now included in the Index).

"**Index Event**" means any of the following events occurring on or after the Index Start Date:

- 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, 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 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-day 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:

$$\sigma_{EI}(t_j) = \frac{\sqrt{\sum_{p=0}^{29} \left( \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2}}{29} \times \sqrt{252}$$

Where:

"**Ln[x]**" denotes the natural logarithm of a value of x;

"**RIV(t<sub>j-q</sub>)**" means the Reference Index Value on the q-th Index Valuation Date prior to the Index Valuation Date t<sub>j</sub>.

- c) the calculation or publication of the Reference Index is discontinued;
- d) the Reference Index no longer, in the reasonable discretion (§ 315 BGB) of the Index Sponsor, corresponds to the objective of a low-risk investment that is free of currency risk for the Hypothetical Investor;
- e) 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.

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 an Index 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 Index Events.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor or the investors in any Debt 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 aggregate 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 again calculate the Index Value on the basis of the Corrected Net Asset Value, taking into account the situation of a Hypothetical Investor.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). When adjusting the Net Asset Value, the Index Sponsor will take 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 will, for the purposes of calculating the Index Value, adjust the Reference Index Value of the Reference Index published by the calculation agent of the Reference Index to account for the economic effects of the relevant events on the Index:

- 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, as used by the Index Calculation Agent as the basis for the calculation of the Index, is subsequently corrected.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Reference Index Value in its reasonable discretion (§ 315 BGB). In case c., the Index Sponsor will, where necessary, again determine the relevant Reference Index Value (the "**Corrected Reference Index Value**") and again calculate 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

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the performance of Dynamic Allocation) until such time as the Reference Fund Market Disruption Event ends. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

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 perform a calculation of the Index (specifically including the performance of 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. - 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 Debt Securities.

**Section F. - Publication**

The Index Value is published by the Index Calculation Agent on the website [www.onemarkets.de](http://www.onemarkets.de), the Reuters page .UCGRMMBF and on Bloomberg under the ticker UCGRMMBF 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 Debt Securities.

**Section G. - Governing law**

This Index Description is governed by German law.

## **2. DESCRIPTION OF HVB MULTI MANAGER BEST SELECT FLEX INDEX II**

The following Index Description outlines the key data for the "HVB Multi Manager Best Select Flex Index II" (the "**HVB Multi Manager Best Select Flex Index II**") compiled by the Issuer. This description is subject to amendments or adjustments from time to time after the date of this Base Prospectus in relation to which the Issuer will publish a related supplement to this Base Prospectus.

The HVB Multi Manager Best Select Flex Index II (WKN A163YD / ISIN DE000A163YD0) (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 euro (the "**Index Currency**") in accordance with the index rules set out below (the "**Index Rules**") whose objective 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 "**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:

*Definitions regarding the Index:*

**"Banking Day"** means each day (other than a Saturday or Sunday) on which the principal domestic clearance system customarily used to settle trades regarding the Index Components and the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) are open.

**"Debt Securities"** means all outstanding debt 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.

**"Fund Event"** means any event defined as a Fund Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

**"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 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 Debt Securities or other 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 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 Index included in the Index at any given time.

**"Index Event"** means any event defined as an Index Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

**"Index Initial Value"** means 100.00.

"**Index Start Date**" means 24 August 2015.

"**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.

"**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. - Calculation of the Index of this Index Description*.

"**Issuer**" means an issuer of Debt Securities.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the European single currency monetary area. The performance of this investment is reflected by the Reference Index.

"**Reference Portfolio**" means a hypothetical portfolio of the Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. The Reference Portfolio has a value at the Index Start Date equal to the Index Initial Value (expressed in euro).

" **$t_j^*$** " or "**Reinvestment Date**" means, in relation to a Distribution, the Index Valuation Date immediately following the relevant Distribution Payment Date.

" **$t_j$** " 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 (... ,  $t_{-2}$ ,  $t_{-1}$ ,  $t_0$ ,  $t_1$ ,  $t_2$ , ...).

" **$t_{j-p}$** " 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  $t_{j-p}$ .

*Definitions regarding the Reference Fund:*

"**Auditor**" means Deloitte & Touche GmbH and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Custodian Bank**" means CACEIS Bank Deutschland GmbH and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

" **$d(t_j^*)$** " means the present value (in euro) of the relevant Distribution (less costs and taxes, if any, incurred by the Hypothetical Investor in relation to the Distribution) as at the Ex-Date immediately preceding the relevant Reinvestment Date  $t_j^*$ .

" **$d(t_j)$** " means either (i)  $d(t_j^*)$  on each Index Valuation Date  $t_j$  between any Ex-Date (inclusive) and the corresponding Reinvestment Date  $t_j^*$  (exclusive) or (ii) zero on any other Index Valuation Date  $t_j$ .

"**Distribution Payment Date**" means, in relation to a Distribution, the day on which such Distribution would be received by the Hypothetical Investor.

"**Distribution**" means a cash distribution which the Reference Fund would pay per Fund Share to the Hypothetical Investor on a Distribution Payment Date.

"**Ex-Date**" means, in relation to a Distribution, the first day on which the Net Asset Value is published by the Management Company, having been reduced by that Distribution.

"**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. The Fund Documents, in the respective valid version, are available on the website [www.pioneerinvestments.de](http://www.pioneerinvestments.de) (or any successor site). The information contained therein is also available free of charge at UniCredit Bank AG, LCD7SR, Arabellastraße 12, 81925 Munich, Germany, during normal business hours.



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**"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 or shares in the Reference Fund (WKN A1W9BL / ISIN DE000A1W9BL3 / Bloomberg PBSAEDA GR Equity).

**"Management Company"** means Pioneer Investments Kapitalanlagegesellschaft mbH, which manages the Reference Fund.

**"n(t<sub>j</sub>)"** means the distribution factor for the Index Valuation Date t<sub>j</sub>. On the Index Start Date t<sub>0</sub>, a value of 1.00 is set for the distribution factor (n(t<sub>0</sub>)). Thereafter, the distribution factor is recalculated by the Index Calculation Agent on each Reinvestment Date t<sub>j</sub><sup>\*</sup> in accordance with the provisions set out in *Section C. – II. Adjustment of the Distribution Factor* of this Index Description.

**"ñ(t<sub>j</sub><sup>\*</sup>)"** means the distribution factor n(t<sub>j</sub>) immediately prior to the Reinvestment Date t<sub>j</sub><sup>\*</sup>.

**"NAV(t<sub>j</sub><sup>\*</sup>)"** means the Net Asset Value of a Fund Share on Reinvestment Date t<sub>j</sub><sup>\*</sup>.

**"NAV(t<sub>j-1</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-1</sub>.

**"NAV(t<sub>j</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j</sub>.

**"NAV<sup>A</sup>(t<sub>j-1</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-1</sub>, after taking into account all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-1</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* of this Index Description for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

**"NAV<sup>A</sup>(t<sub>j</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j</sub>, after taking into account all Distributions made and reinvested since the Index Start Date, if applicable, up to such Index Valuation Date t<sub>j</sub>, which is calculated by the Index Calculation Agent in accordance with the formula specified in *Section C. – I. Calculation of the Index Value* of this Index Description.

**"NAV<sup>A</sup>(t<sub>j-p-2</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-p-2</sub>, after taking into account all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-p-2</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* of this Index Description for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

**"NAV<sup>A</sup>(t<sub>j-p-3</sub>)"** means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-p-3</sub>, after taking into account all Distributions made and reinvested, if applicable, up to such Index Valuation Date t<sub>j-p-3</sub>, which is calculated by the Index Calculation Agent on the basis of the formula specified in *Section C. – I. Calculation of the Index Value* of this Index Description for the purposes of calculating NAV<sup>A</sup>(t<sub>j</sub>).

**"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 Pioneer Investments Multi Manager Best Select.

*Definitions regarding the Reference Index:*

**"Reference Index Calculation Agent"** means UniCredit Bank AG, Munich, Germany.

**"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](http://www.onemarkets.de) (or any successor site).

**"Reference Index Structuring Fee"** or **"F<sub>RI</sub>"** means a rate by which the performance of the Reference Index is reduced. The Reference Index Structuring Fee is 1.00% per annum (F<sub>RI</sub> = 1.00%).

**"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.

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"**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**").

"**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  $t_{j-1}$ .

## **II. General information, Disclaimer**

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors intending to buy Debt Securities and does not constitute a solicitation to buy Fund Shares. Each investor must make its own assessment of the merits of the Reference Fund. 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 within the Reference Portfolio is only carried out hypothetically by modifying such records. Neither the Index Sponsor nor the Index Calculation Agent, 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 Debt Securities or reinvested in the Index, but will be taken into account by the Index Sponsor in its capacity as Hedging Party in its internal pricing models by means of lower costs for the earnings mechanism. Distributions made by the Reference Fund will not be distributed to the holders of Debt Securities, but will be reinvested in the Index

### **Section B. - General information regarding the Index**

#### **I. Objective of the Index**

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. Conversely, the participation in the Money Market Investment will be reduced partially or completely if the Reference Fund shows a low volatility, and the participation in the Reference Fund will be increased accordingly.

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 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. The Index Sponsor and the Index Calculation Agent accept no liability except in the event of wilful misconduct or gross negligence.

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 Debt Securities are still outstanding, the resignation will take effect only if (i) a successor Index Calculation

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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 Debt 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:

$$Index(t_j) = Index(t_{j-1}) \times [1 + w(t_{j-1}) \times Return_1(t_j) + (1-w(t_{j-1})) \times Return_2(t_j)]$$

where the return of the Reference Fund since the previous Index Valuation Date  $t_{j-1}$  (referred to as  $Return_1(t_j)$ ) is calculated as follows:

$$Return_1(t_j) = \frac{NAV^A(t_j) - NAV^A(t_{j-1})}{NAV^A(t_{j-1})}$$

where

$$NAV^A(t_j) = n(t_j) \times (NAV(t_j) + d(t_j))$$

and the return of the Money Market Investment is calculated on the basis of the Reference Index and reduced by the proportionate Reference Index Structuring Fee since the previous Index Valuation Date  $t_{j-1}$  (referred to as  $Return_2(t_j)$ ), as follows:

$$Return_2(t_j) = \frac{RIV(t_j) - RIV(t_{j-1})}{RIV(t_{j-1})} - \frac{F_{RI}}{360} \times \Delta(t_{j-1}, t_j)$$

where

" $w(t_{j-1})$ " denotes the weighting of the Reference Fund (as defined in *Section C. - III. Dynamic Allocation Rules* below), calculated for the Index Valuation Date  $t_{j-1}$ ;

" $\Delta(t_{j-1}, t_j)$ " 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. Adjustment of the Distribution Factor**

On each Reinvestment Date  $t_j^*$ , the distribution factor  $n(t_j^*)$  is recalculated by the Index Calculation Agent in a way so that it notionally equals a reinvestment of the present value (in euro) of the related Distribution (less costs and taxes, if any, incurred by the Hypothetical Investor) in Fund Shares. Expressed as a formula, this means:

$$n(t_j^*) = \tilde{n}(t_j^*) + \frac{\tilde{n}(t_j^*) \times d(t_j^*)}{NAV(t_j^*)}$$

**III. Dynamic Allocation Rules**

The weighting of the Index Components in the Reference Portfolio is redetermined on each Index Valuation Date  $t_j$  (where  $j = 0, 1, 2, \dots$ ) as follows ("**Dynamic Allocation**"):

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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 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:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \left( \text{Ln} \left[ \frac{\text{NAV}^A(t_{j-p-2})}{\text{NAV}^A(t_{j-p-3})} \right] \right)^2}{19} - \frac{1}{20} \times \left( \sum_{p=0}^{19} \text{Ln} \left[ \frac{\text{NAV}^A(t_{j-p-2})}{\text{NAV}^A(t_{j-p-3})} \right] \right)^2} \times \sqrt{252}}$$

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 the weighting of the Reference Fund and vice versa.

**"Allocation Table":**

| Realised volatility of the Reference Fund<br>$\sigma_R(t_j)$ | Weighting $w(t_j)$ |
|--|--------------------|
| $\sigma_R(t_j) < 5.00\%$                                     | 100%               |
| $5.00\% \leq \sigma_R(t_j) < 5.20\%$                         | 96%                |
| $5.20\% \leq \sigma_R(t_j) < 5.40\%$                         | 92%                |
| $5.40\% \leq \sigma_R(t_j) < 5.70\%$                         | 88%                |
| $5.70\% \leq \sigma_R(t_j) < 5.95\%$                         | 84%                |
| $5.95\% \leq \sigma_R(t_j) < 6.10\%$                         | 82%                |
| $6.10\% \leq \sigma_R(t_j) < 6.25\%$                         | 80%                |
| $6.25\% \leq \sigma_R(t_j) < 6.40\%$                         | 78%                |
| $6.40\% \leq \sigma_R(t_j) < 6.60\%$                         | 76%                |
| $6.60\% \leq \sigma_R(t_j) < 6.75\%$                         | 74%                |
| $6.75\% \leq \sigma_R(t_j) < 6.95\%$                         | 72%                |
| $6.95\% \leq \sigma_R(t_j) < 7.15\%$                         | 70%                |
| $7.15\% \leq \sigma_R(t_j) < 7.35\%$                         | 68%                |

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|  |     |
|--|-----|
| $7.35\% \leq \sigma_R(t_j) < 7.55\%$   | 66% |
| $7.55\% \leq \sigma_R(t_j) < 7.95\%$   | 63% |
| $7.95\% \leq \sigma_R(t_j) < 8.30\%$   | 60% |
| $8.30\% \leq \sigma_R(t_j) < 8.75\%$   | 57% |
| $8.75\% \leq \sigma_R(t_j) < 9.25\%$   | 54% |
| $9.25\% \leq \sigma_R(t_j) < 9.80\%$   | 51% |
| $9.80\% \leq \sigma_R(t_j) < 10.40\%$  | 48% |
| $10.40\% \leq \sigma_R(t_j) < 11.10\%$ | 45% |
| $11.10\% \leq \sigma_R(t_j) < 11.90\%$ | 42% |
| $11.90\% \leq \sigma_R(t_j) < 12.80\%$ | 39% |
| $12.80\% \leq \sigma_R(t_j) < 13.90\%$ | 36% |
| $13.90\% \leq \sigma_R(t_j) < 14.50\%$ | 32% |
| $14.50\% \leq \sigma_R(t_j) < 15.50\%$ | 28% |
| $15.50\% \leq \sigma_R(t_j) < 16.50\%$ | 24% |
| $16.50\% \leq \sigma_R(t_j) < 18.00\%$ | 20% |
| $18.00\% \leq \sigma_R(t_j) < 20.00\%$ | 15% |
| $20.00\% \leq \sigma_R(t_j) < 22.00\%$ | 10% |
| $22.00\% \leq \sigma_R(t_j) < 24.00\%$ | 5%  |
| $24.00\% \leq \sigma_R(t_j)$           | 0%  |

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.

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

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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 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
- 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*.

Should the Reference Fund be replaced in accordance with a. or b. resulting in the loss or the reduction of the remunerations received by the Index Sponsor in its function as Hedging Party from the Management Company in relation to any holdings in the Reference Fund, the Index Calculation Agent will introduce a structuring fee on the return of the Fund Shares, i.e. the Return<sub>1</sub> (as defined in *Section C. - I. Calculation of the Index Value* of this Index Description) is reduced by this structuring fee, the structuring fee being expressed as an annual percentage, on a daily basis in the same way as Return<sub>2</sub> is calculated. This structuring fee (i) amounts to 1.00% p.a. in the case of a Successor Index, or (ii) in the case of a Successor Reference Fund, is calculated as the difference between 1.00% p.a. and the expected reduced management fee rebate for holdings of 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 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

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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 material 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 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;

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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 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;
- 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;

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of Debt Securities suffers a significant adverse change as a result, as 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 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 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:



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- 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 now included in the Index).

"**Index Event**" means any of the following events occurring on or after the Index Start Date:

- 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, 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 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-day 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:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left( \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

Where:

"**Ln[x]**" denotes the natural logarithm of a value x;

"**RIV(t<sub>j-q</sub>)**" means the Reference Index Value on the q-th Index Valuation Date prior to Index Valuation Date t<sub>j</sub>.

- c. the calculation or publication of the Reference Index is discontinued;
- d. the Reference Index no longer corresponds to the objective of a low-risk investment that is free of currency risk for the Hypothetical Investor. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether this is the case;
- e. 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.

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 an Index 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 Index Events.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor or the investors in any Debt Securities, the Index Sponsor has the right to permanently

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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, taking into account the situation of a Hypothetical Investor.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). When adjusting the Net Asset Value, the Index Sponsor will take 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 will, for the purposes of calculating the Index Value, adjust the Reference Index Value of the Reference Index published by the Reference Index Calculation Agent of the Reference Index to account for the economic effects of the relevant events on the Index:

- 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, as used by the Index Calculation Agent as the basis for the calculation of the Index, is subsequently corrected.

The Index Sponsor will determine 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, again determine 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. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

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

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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. - 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 Debt Securities.

**Section F. - Publication**

The Index Value is published by the Index Calculation Agent on the website [www.onemarkets.de](http://www.onemarkets.de), the Reuters page .UCGRMMB2 and on Bloomberg under the ticker UCGRMMB2 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 Debt Securities.

**Section G. - Governing law**

This Index Description is governed by German law.

### **3. DESCRIPTION OF HVB VERMÖGENSDEPOT WACHSTUM FLEX INDEX II**

The following Index Description outlines the key data for the "HVB Vermögensdepot Wachstum Flex Index II" (the "**VDP II Index**") compiled by the Issuer. This description is subject to amendments or adjustments from time to time after the date of this Base Prospectus in relation to which the Issuer will publish a related supplement to this Base Prospectus.

The HVB VERMÖGENSDEPOT WACHSTUM FLEX INDEX II (WKN A1PHN2 / ISIN DE000A1PHN28) (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 euro (the "**Index Currency**") in accordance with the index rules set out below (the "**Index Rules**") whose objective is to participate in the performance of the Reference Fund, while aiming to control the degree of variation (volatility) of the Reference Portfolio (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:

*Definitions regarding the Index:*

"**Banking Day**" means each day (other than a Saturday or Sunday) on which the principal domestic clearance system customarily used to settle trades regarding the Index Components and the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) are open.

"**Debt Securities**" means all outstanding debt 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.

"**Hedging Party**" means the Index Calculation Agent (as at the Index Start Date). The Index Calculation Agent 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 G - 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 Debt Securities or other financial instruments linked to the Index. The Index Calculation Agent 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 a company incorporated in Germany and holding Fund Shares of the Reference Fund.

"**Index Components**" means the Fund Shares and the Money Market Investment included in the Index at any given time.

"**Index Initial Value**" means 100.00.

"**Index Start Date**" means 1 June 2012.

"**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.

"**Index(t<sub>j</sub>)**" means the Index Value at Index Valuation Date t<sub>j</sub>. Index (t<sub>j</sub>) is calculated by the Index Calculation Agent for every Index Valuation Date t<sub>j</sub> in accordance with the provisions set forth in *Section D - Calculation of the Index of this Index Description*.

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**"Issuer"** means an issuer of Debt Securities or other financial instruments linked to the Index.

**"Money Market Investment"** means a hypothetical investment in cash and money market instruments from the European single currency area. The performance of this investment is reflected by the Reference Index.

**"Reference Portfolio"** means a hypothetical portfolio of a Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. The Reference Portfolio has a value at the Index Start Date equal to the Index Initial Value (expressed in euro).

**" $t_j$ "** means the  $j$ -th Index Valuation Date. The Index Start Date is shown as  $t_0$ , previous Index Valuation Dates are shown as negative indices and subsequent Index Valuation Dates as positive indices, resulting in (... ,  $t-2$ ,  $t-1$ ,  $t_0$ ,  $t_1$ ,  $t_2$ , ...).

*Definitions regarding the Reference Fund:*

**"Auditor"** means KPMG AG and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

**"Custodian Bank"** means CACEIS Bank Deutschland GmbH and/or any other company appointed by the Management Company to perform custodial, accounting, settlement or similar services for the Reference Fund.

**"Fund Documents"** means the annual and the half-yearly report, the prospectus (including fund rules), 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, as amended. The Fund Documents, as amended, are available on the website [www.pioneerinvestments.de](http://www.pioneerinvestments.de) (or any successor site). The information contained therein is also maintained by UniCredit Bank AG, LCI4SS, Arabellastraße 12, 81925 Munich, Germany, to be issued to the public free of charge during normal business hours.

**"Fund Share"** or **"Fund Shares"** means a share or shares in the Reference Fund (WKN A0M035 / ISIN DE000A0M0358 / Bloomberg HVBPRWP GR Equity).

**"Investment Adviser"** means UniCredit Bank AG (at the Index Start Date). The Management Company may appoint a different person or company to act as Investment Adviser at any time.

**"Management Company"** means Pioneer Investments Kapitalanlagegesellschaft mbH, which manages the Reference Fund.

**"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 HVB Vermögensdepot privat Wachstum PI.

*Definitions regarding the Reference Index:*

**"Reference Index Calculation Agent"** means UniCredit Bank AG, Munich, Germany.

**"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 defining the method used to calculate the Reference Index, as amended. The Reference Index Description at the Index Start Date is included in this Index Description in *Section C - II. Description of the Reference Index - HVB 3 Months Rolling Euribor Index*, and a current version of the Reference Index Description, as amended, is available on the website [www.onemarkets.de](http://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 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").

"RIV( $t_j$ )" means the Reference Index Value on Index Valuation Date  $t_j$ .

"Synthetic Dividend" or "Div" means a rate by which the performance of the Reference Index is reduced. The Synthetic Dividend is 1.55% per annum (Div = 1.55%).

## II. General information

Where information is provided in this Index Description with respect to the Reference Fund, such information is based exclusively on information taken from the Fund Documents and from the website of the Management Company. The responsibility of the Index Calculation Agent is limited to reproducing such publicly available information accurately and to ensuring that no facts are omitted that would otherwise result in a false, incomplete or misleading representation herein to the extent that this is evident for the Index Calculation Agent and to the extent that this is demonstrable for the Index Calculation Agent from the information published by the Management Company. In particular, neither the Index Sponsor nor the Index Calculation Agent nor any other person or company that provides services in connection with the Index accepts any responsibility for the correctness or completeness of the present description and the underlying information or for the event that any circumstances have arisen that could impair its correctness or completeness. The information herein is given as at 4 June 2012. For further and current information regarding the Reference Fund, please refer to the website of the Management Company [www.pioneerinvestments.de](http://www.pioneerinvestments.de) (or any successor site).

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. The Index Calculation Agent has no 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 within the Reference Portfolio is only carried out hypothetically by modifying such records. The Index Calculation Agent, any Issuer and the Hedging Party are under no obligation to directly or indirectly acquire the Index Components.

### Section B. - General information regarding the Index

#### I. Objective of the Index

The Index reflects the performance of the Reference Portfolio.

The economic objective of the Reference Portfolio is to participate in the performance of the Reference Fund, while aiming to control the degree of variation (volatility) of the Reference Portfolio. To this end, the participation in the Reference Fund will be reduced in part or in full in the event of high volatility of the Reference Fund, and the participation in the Money Market Investment will be increased accordingly. Conversely, the participation in the Money Market Investment will be reduced in part or in full in the event of low volatility of the Reference Fund, and the participation in the Reference Fund will be increased accordingly.

However, there is no guarantee that the Reference Portfolio and hence the Index will achieve the objectives described here.

For the purposes of calculating the Index, the Money Market Investment is reflected by the Reference Index (as described in *Section C - II. Description of the Reference Index - HVB 3 Months Rolling Euribor Index* of this Index Description).

#### II. Index Sponsor and Index Calculation Agent

The Index Sponsor compiles 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 Calculation Agent conducts all calculations, determinations and definitions with the regard to the Index in accordance with this Index Description, and monitors and updates certain index data for this purpose.

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The Index Calculation Agent may at any time in its sole discretion 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 Debt Securities are still outstanding, the resignation will take effect only if (i) a successor Index Calculation Agent is appointed, (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 G - Publication of this Index Description*.

The Index Calculation Agent will act with the due care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmannes*) in carrying out all calculations, determinations and definitions with regard to the Index in accordance with this Index Description. 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 any other person related to the Index acts in any fiduciary or advisory capacity for any holder of Debt Securities.

### **Section C. - Description of the Reference Fund and the Reference Index**

#### **I. Description of the Reference Fund - HVB Vermögensdepot privat Wachstum PI**

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors wishing to buy Debt Securities or other financial instruments linked to the Index and does not constitute a solicitation to buy Fund Shares. Such information is provided for convenience only, its completeness or correctness does not form part of the basis of the purchase of Debt Securities or other financial instruments linked to the Index. Such financial instruments are merely intended to enable investors to make a volatility-based synthetic investment in the Reference Fund; each investor must make its own assessment of the merits of the Reference Fund.

##### *Fund portrait*

HVB Vermögensdepot privat Wachstum PI is a mixed fund (*gemischtes Sondervermögen*) as defined by the German Investment Act (*Investmentgesetz; "InvG"*), which may invest flexibly in various asset classes. The Reference Fund was set up on 11 February 2008 for an indefinite period and is managed by the Management Company. The Management Company has appointed the Investment Adviser to act as investment adviser for the Reference Fund. The Reference Fund is designed as a fund of funds and pursues a growth-oriented or limited-risk investment strategy. Medium opportunities are set against medium risks.

The Reference Fund invests on a regular basis in passive instruments such as exchange-traded funds (ETFs) or index-oriented funds. It is, however, also permitted to make use of instruments such as actively managed funds, certificates, interest-bearing securities, money market funds or bank balances on a case-by-case basis.

##### *Investment strategy and investment principles*

The Management Company may, within the framework of the German Investment Act (InvG) and the investment limits described in greater detail in the Fund Documents, acquire the following assets for the Reference Fund:

- securities in accordance with section 47 InvG;
- money market instruments in accordance with section 48 InvG;
- bank balances in accordance with section 49 InvG;
- investment shares or units in accordance with section 50 and section 84 (1) no. 2 a) InvG and shares in investment stock corporations in accordance with section 84 (1) no. 3 a) InvG;
- derivatives in accordance with section 51 InvG;
- other investment instruments in accordance with section 52 InvG.

Investment shares or units as defined in sections 90g to 90k InvG (Other funds) and/or section 112 InvG (Funds with additional risks) and/or shares in investment stock corporations whose articles of association permit a form of investment comparable to that defined in sections 90g to 90k InvG or

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section 112 InvG, and shares or units in comparable non-German investment funds may not be acquired for the Reference Fund.

Furthermore, the Management Company may, in accordance with the provisions of the InvG and the Fund Documents:

- take out loans;
- grant securities loans;
- enter into repurchase agreements.

The Reference Fund may invest up to 70% of the aggregate value of the Reference Fund in the following assets:

- exchange-traded funds (ETFs) and/or index-oriented funds, each of which track the performance of stock indices; and/or
- certificates on equities and/or equity-related securities; and/or
- equity funds with a risk profile that typically correlates with one or more stock markets; and/or
- equities and/or profit-participation certificates and/or convertible bonds.

The Reference Fund must invest at least 20% of the aggregate value of the Reference Fund in the following assets:

- exchange-traded funds (ETFs) and/or index-oriented funds, each of which track the performance of bond indices; and/or
- certificates on bonds and/or bond-related securities; and/or
- bond funds with a risk profile that typically correlates with one or more bond markets; and/or
- bank balances in accordance with section 49 InvG and/or money market instruments in accordance with section 48 InvG and/or money market funds; and/or
- interest-bearing securities.

*Costs and commissions of the Reference Fund*

The Management Company receives an annual fee of up to 2.5% of the value of the Reference Fund for its management services. The amount is calculated on the basis of the value of the Reference Fund determined on each exchange business day. The Investment Adviser receives a fee from the Management Company out of the management fee of the Management Company for the services that it performs for the Reference Fund. The Custodian Bank receives an annual fee of up to 0.2% of the value of the Reference Fund (plus any applicable statutory value-added tax). In addition to the fees mentioned above, the following costs are charged to the Reference Fund:

- the costs incurred in connection with the purchase and sale of assets;
- normal bank custody fees, where appropriate including the normal bank costs for the safekeeping of non-German securities outside of Germany;
- normal costs and fees accruing in connection with the opening of bank accounts and depositary accounts with foreign banks;
- the costs incurred in connection with printing and posting of the annual and half-yearly reports intended for the investors;
- the costs incurred in connection with publishing the annual and half-yearly reports, the issue and redemption prices and, where appropriate, the distributions or reinvestments, and the liquidation report;
- the costs incurred in connection with auditing the Reference Fund by the Auditor;
- the costs incurred in connection with the notification of the bases of taxation and the statement that the tax information was determined in accordance with the rules of German tax law;



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- any taxes accruing in connection with the cost of management and custody;
- the costs incurred in connection with asserting and enforcing legal claims of the Reference Fund and for legal and tax advice with regard to the Reference Fund;
- administration fees and costs reimbursed to governmental agencies;
- the costs incurred for representing investor and creditor rights, especially costs incurred for instructing proxies;
- the costs incurred in connection with the authorisation of the Reference Fund for distribution outside of Germany, including advertising costs, costs accruing for compliance with supervisory rules and regulations in Germany and outside of Germany, and legal and tax advisory costs and translation costs;
- the costs incurred in connection with preparing or amending, translating, filing, printing and posting prospectuses in countries where the Fund Shares are sold;
- the costs incurred in connection with notifying investors in the Reference Fund by way of a permanent data carrier, with the exception of the costs incurred in connection with information about fund mergers;
- the costs incurred in connection with the analysis of investment performance by third parties;
- the costs incurred in connection with advertising in direct connection with the marketing and sale of Fund Shares;
- the costs and any fees that may be incurred for acquiring and/or using and/or naming a benchmark or financial indices and/or other financial instruments or assets;
- any costs incurred in connection with investment committee meetings.

In addition, the Management Company may charge compensation of up to 10% of the amounts received for the Reference Fund in cases where disputed claims are enforced for the Reference Fund in or out of court in the context of class action lawsuits, tax reimbursement claims or similar proceedings.

Furthermore, the Management Company may receive up to half of the income from the conclusion of securities lending transactions for the account of the Reference Fund as a flat fee.

The management fees charged to the Reference Fund (excluding transaction costs) are disclosed in the annual report and shown as a proportion of the average volume of the Reference Fund (total expense ratio). This consists of the fees for the management of the Reference Fund, the fees paid to the Custodian Bank and the costs that can be charged additionally to the Reference Fund (see list of costs above). The costs incurred in connection with the acquisition and disposal of assets are excluded from this. The Management Company will not receive any reimbursements of the remuneration or cost reimbursements paid from the Reference Fund to the Custodian Bank or to third parties.

The Management Company may pay brokerage commissions to brokers, such as credit institutions, financial services providers and broker-dealers, as "brokerage commissions based on holding periods" (*laufzeitabhängige Vermittlungsprovision*) on a recurring – mostly quarterly – basis. The amount of such commissions is generally calculated in line with the volume of the Reference Fund sold through the relevant brokers.

The costs and commissions of the Reference Fund may be subject to change or modification. Such changes or modifications may arise among other things when an existing service provider of the Reference Fund, as described in the Fund Documents, is changed or replaced.

*Costs and commissions of Target Funds*

In addition to the fee paid for the management of the Reference Fund, a management fee is charged for the shares in other funds ("**Target Funds**") held in the Reference Fund. The following types of fees, costs, taxes, commissions and other expenses (list not exhaustive) are covered indirectly or directly by the Reference Fund:

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- management fees for the Target Fund (fund management, administrative activities);
- fees for the Custodian Bank;
- normal bank custody fees, where appropriate including the normal bank costs for the safekeeping of non-German securities outside of Germany;
- the costs incurred in connection with printing and posting of the annual and half-yearly reports intended for the investors in the Target Fund;
- the costs incurred in connection with publishing the annual and half-yearly reports, the issue and redemption prices and, where appropriate, distributions;
- the costs incurred in connection with auditing the Target Fund by the Auditor of the Target Fund;
- the costs incurred in connection with the notification of the bases of taxation and the statement that the tax information was determined in accordance with the rules of German tax law;
- the costs incurred in connection with distribution activities;
- any costs incurred in connection with redeeming the dividend coupons;
- any costs incurred in connection with the renewal of dividend coupons;
- the costs incurred in connection with the purchase and sale of assets;
- any taxes accruing in connection with the cost of management and custody;
- the costs incurred in connection with asserting and enforcing legal claims of the Target Fund;
- the costs incurred in connection with the utilisation of normal bank securities lending programmes.

The sales and redemption charges charged to the Reference Fund for the purchase and the redemption of shares in Target Funds are disclosed in the annual and half-yearly reports. Furthermore, the fees charged to the Reference Fund by a domestic or non-German investment company or a company affiliated with the Management Company as a management fee for the shares in Target Funds held by the Reference Fund are also disclosed.

## II. Description of the Reference Index - HVB 3 Months Rolling Euribor Index

### *General description of the Reference Index*

The Reference Index tracks the performance of a notional ongoing investment in cash and Money Market Instruments bearing interest at the interest rate for 3-month time deposits in euro in the interbank market. Re-investment takes place on a 3-month cycle, including the accrued interest at the then prevailing market interest rate.

The Reference Index is calculated in euro by the Reference Index Calculation Agent on each Reference Index Calculation Date and published on the Reuters financial information system on Reuters page .HVB3MRE.

The initial value of the Reference Index (the "**Reference Index Initial Value**") on 16 March 2004 (the "**Reference Index Start Date**") was 100.00.

### *Calculation of the Reference Index*

Two Reference Index Calculation Dates before each Reference Interest Period (as defined below), the Reference Index Calculation Agent determines the value of the 3-month Euribor rate, which can be obtained from the Bloomberg financial information system under the ticker EUR003M Index, among other sources. Such value determined in this way is the Reference Rate (the "**Reference Rate**") for the corresponding Reference Interest Period.

A Reference Interest Period (the "**Reference Interest Period**") commences on the third Wednesday of the third calendar month of each calendar quarter (inclusive) (each a "**Reference Interest Period Start Date**") and ends on the third Wednesday of the third calendar month of the following quarter (exclusive)

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP (each a "**Reference Interest Period End Date**"). Should a Reference Interest Period Start Date not be a Reference Index Calculation Date, the relevant Reference Interest Period Start Date will be postponed to the immediately following Reference Index Calculation Date. Should a Reference Interest Period End Date not be a Reference Index Calculation Date, the relevant Reference Interest Period End Date will be postponed to the immediately following Reference Index Calculation Date. This means that the relevant interest period is extended or shortened accordingly. The first Reference Interest Period Start Date is the Reference Index Start Date.

The Reference Index Value at a Reference Index Calculation Date  $t$  after the Reference Index Start Date is calculated by the Reference Index Calculation Agent using the following formula:

$$RIV(t) = B(t, T_{End}) \times RIV(T_{Start}) \times \left[ 1 + \frac{\Delta(T_{Start}, T_{End})}{360} \times R_{Start} \right]$$

where

" $T_{Start}$ " denotes the Reference Interest Period Start Date immediately preceding the Reference Index Calculation Date  $t$ ;

" $T_{End}$ " denotes the Reference Interest Period End Date immediately following the Reference Index Calculation Date  $t$  (or  $t$ , if the Reference Index Calculation Date  $t$  is a Reference Interest Period End Date);

" $B(t, T_{End})$ " denotes the discount factor on the Reference Index Calculation Date  $t$  for the maturity date  $T_{End}$ . The discount factor is determined by the Reference Index Calculation Agent using the Yield Curve; it amounts to the value 1 on each day  $T_{End}$ .

"**Yield Curve**" means an implicit curve determined by the Reference Index Calculation Agent using internal valuation methods on the basis of the money market rates, prices for futures contracts on the Euribor interest rate, swap rates prevailing on the interbank market and other suitable instruments applicable on the Reference Index Calculation Date  $t$ . A continuous curve through to the relevant maturity date  $T_{End}$  is calculated by means of interpolation;

" $RIV(T_{Start})$ " denotes the Reference Index Value on day  $T_{Start}$ .

" $R_{Start}$ " denotes the Reference Rate for the relevant Reference Interest Period from  $T_{Start}$  to  $T_{End}$ .

" $\Delta(T_{Start}, T_{End})$ " denotes the number of calendar days from  $T_{Start}$  (exclusive) to  $T_{End}$  (inclusive).

## Section D. - 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:

$$Index(t_j) = Index(t_{j-1}) \times [1 + w(t_{j-1}) \times Return_1(t_j) + (1 - w(t_{j-1})) \times Return_2(t_j)]$$

where the return on the Reference Fund since the previous Index Valuation Date ( $Return_1(t_j)$ ) is calculated as follows:

$$Return_1(t_j) = \frac{NAV(t_j) - NAV(t_{j-1})}{NAV(t_{j-1})}$$

and the return on the Money Market Investment is calculated as follows on the basis of the Reference Index and reduced by the proportionate Synthetic Dividend since the previous Index Valuation Date ( $Return_2(t_j)$ ):

$$Return_2(t_j) = \frac{RIV(t_j) - RIV(t_{j-1})}{RIV(t'_{j-1})} - \frac{DIV}{360} \times \Delta(t_{j-1}, t_j)$$

where

" $w(t_{j-1})$ " denotes the weighting of the Reference Fund (as defined in *Section D - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date  $t_{j-1}$ ;

" $\Delta(t_{j-1}, t_j)$ " 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 in the Reference Portfolio is redetermined on each Index Valuation Date  $t_j$  (where  $j = 0, 1, 2, \dots$ ) as follows ("**Dynamic Allocation**"):

First, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund ( $\sigma_R(t_j)$ ), using the daily returns of the Reference Fund over a period of twenty Index Valuation Dates, and derives an annual volatility level from this realised volatility. The period observed commences twenty-two Index Valuation Dates prior to the relevant Index Valuation Date and ends two Index Valuation Dates prior to the relevant Index Valuation Date. Return is 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

" $\text{Ln}[x]$ " denotes the natural logarithm of  $[x]$ .

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 the weighting of the Reference Fund and vice versa.

### "Allocation Table":

| Realised volatility of the Reference Fund | Weighting $w(t_j)$ |
|---|--------------------|
| $\sigma_R(t_j) < 7.00\%$                  | 100%               |
| $7.00\% \leq \sigma_R(t_j) < 7.25\%$      | 96%                |
| $7.25\% \leq \sigma_R(t_j) < 7.50\%$      | 92%                |
| $7.50\% \leq \sigma_R(t_j) < 7.75\%$      | 90%                |
| $7.75\% \leq \sigma_R(t_j) < 8.00\%$      | 87%                |
| $8.00\% \leq \sigma_R(t_j) < 8.25\%$      | 85%                |
| $8.25\% \leq \sigma_R(t_j) < 8.50\%$      | 82%                |
| $8.50\% \leq \sigma_R(t_j) < 8.75\%$      | 80%                |
| $8.75\% \leq \sigma_R(t_j) < 9.00\%$      | 78%                |
| $9.00\% \leq \sigma_R(t_j) < 9.50\%$      | 74%                |

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|  |     |
|--|-----|
| $9.50\% \leq \sigma_R(t_j) < 10.00\%$  | 70% |
| $10.00\% \leq \sigma_R(t_j) < 10.50\%$ | 66% |
| $10.50\% \leq \sigma_R(t_j) < 11.00\%$ | 63% |
| $11.00\% \leq \sigma_R(t_j) < 11.50\%$ | 61% |
| $11.50\% \leq \sigma_R(t_j) < 12.00\%$ | 58% |
| $12.00\% \leq \sigma_R(t_j) < 12.50\%$ | 56% |
| $12.50\% \leq \sigma_R(t_j) < 13.00\%$ | 54% |
| $13.00\% \leq \sigma_R(t_j) < 13.50\%$ | 52% |
| $13.50\% \leq \sigma_R(t_j) < 14.00\%$ | 50% |
| $14.00\% \leq \sigma_R(t_j) < 15.00\%$ | 46% |
| $15.00\% \leq \sigma_R(t_j) < 16.00\%$ | 43% |
| $16.00\% \leq \sigma_R(t_j) < 17.00\%$ | 41% |
| $17.00\% \leq \sigma_R(t_j) < 18.00\%$ | 38% |
| $18.00\% \leq \sigma_R(t_j) < 19.00\%$ | 36% |
| $19.00\% \leq \sigma_R(t_j) < 20.00\%$ | 35% |
| $20.00\% \leq \sigma_R(t_j) < 21.00\%$ | 30% |
| $21.00\% \leq \sigma_R(t_j) < 22.00\%$ | 25% |
| $22.00\% \leq \sigma_R(t_j) < 23.00\%$ | 20% |
| $23.00\% \leq \sigma_R(t_j) < 24.00\%$ | 15% |
| $24.00\% \leq \sigma_R(t_j) < 25.00\%$ | 10% |
| $25.00\% \leq \sigma_R(t_j) < 27.00\%$ | 5%  |
| $27.00\% \leq \sigma_R(t_j)$           | 0%  |

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). This may lead to a delayed or gradual implementation of Dynamic Allocation.

The Dynamic Allocation may be spread across several Banking Days where necessary in order to reduce resulting influences on the development of the price of the Reference Fund and/or its components. Such influences may occur in particular if Dynamic Allocation would lead to the Hedging Party having to buy or sell Fund Shares with a total value of more than 5% of the fund volume in order to enter into or unwind relevant Hedging Transactions or if the market conditions for the components of the Reference Fund generally deteriorate, in particular with regard to their liquidity, or the Reference Fund exercises

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its right to partially execute redemption requests. The Index Calculation Agent will determine in its reasonable discretion (§ 315 BGB) whether it is necessary to spread the Dynamic Allocation across several Banking Days.

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 Calculation Agent will determine in its reasonable discretion (§ 315 BGB) whether the requirements of such postponement are met.

## **Section E. - Extraordinary adjustments and market disruptions**

### **I. General extraordinary adjustments**

#### *Adjustment with regard to the Reference Fund*

Should the Index Calculation Agent determine that one or more Fund Events have occurred, the Index Calculation Agent will, if necessary, adjust the Index Concept in such a way that the financial position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Fund Adjustment**"). The Index Calculation Agent 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 Calculation Agent may specifically:

- a) replace the Reference Fund and the Fund Shares, in full or in part, with a fund and fund shares with economically equivalent liquidity, distribution policy and investment strategy (the "**Successor Reference Fund**", and its shares the "**Successor Fund Shares**") in the amount of the proceeds of the liquidation of the relevant Reference Fund 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 determined in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent (the "**Successor Index**") within ten Banking Days of the day on which the proceeds of the liquidation of the relevant Reference Fund would have been received in part or in full by the Hypothetical Investor; or
- 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 G - Publication of this Index Description*.

The Management Company will take the remuneration that the Index Calculation Agent receives from the Management Company in its function as Investment Adviser into account in its internal pricing models by means of lower costs for the earnings mechanism in its function as Hedging Party. This remuneration is not distributed to the holders of Debt Securities or reinvested in the Index. Should the Reference Fund be replaced in accordance with (a) or (b) resulting in the loss or the reduction of the remuneration received by the Index Calculation Agent in its function as Investment Adviser to the Successor Reference Fund, the Index Calculation Agent will introduce a Synthetic Dividend on the return of the Fund Shares, i.e. the Return1 (as defined in *Section D – Calculation of the Index Value of this Index Description*) is reduced by the Synthetic Dividend as an annual percentage on a daily basis in the same way as Return2 is calculated. This Synthetic Dividend (i) amounts to 1.55% p.a. in the case of a Successor Index, or (ii) in the case of a Successor Reference Fund, is calculated as the difference between 1.55% p.a. and the anticipated reduced trailer fee for holdings of the Successor Reference Fund as an annual percentage. It will, however, not exceed 1.55% p.a. The introduction of a Synthetic Dividend and its amount will be published in accordance with *Section G - 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 Calculation Agent which affect the ability of the Issuer and/or 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 relevant method of calculating the Net Asset Value, or (v) the timetable for the subscription, redemption or transfer of Fund Shares; the Index Calculation Agent 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 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 registration or approval of the Reference Fund or the Management Company; or (iii) the revocation of a relevant authorisation or licence for the Reference Fund or the Management Company by a competent authority; or (iv) the initiation of a regulatory investigation, conviction by a court or an order by a competent authority relating to the activities of the Reference Fund, the Management Company, other service providers that perform their services for the Reference Fund, or of individuals in key positions as a result of misconduct, a violation of the law or for similar reasons;
- h) a breach of the investment objectives or 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;
- i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which (i) requires the Hedging Party, in relation to the subscription, redemption or holding of Fund Shares, to create a reserve, provision or similar, or (ii) increases 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 Calculation Agent will determine in its reasonable discretion (§ 315 BGB) whether any such change has occurred;
- j) 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 35% of the outstanding Fund Shares in the Reference Fund;
- k) the Hedging Party is required to consolidate the Reference Fund as a result of accounting or other regulations;
- l) 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;
- m) 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 Reference 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

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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;

- n) the Management Company, the Auditor, the Investment Adviser, the Custodian Bank or any other service provider that performs its services for the Reference Fund ceases to act in such capacity or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another service provider of the similarly good standing;
- o) (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 the shareholders;
- p) the initiation of settlement, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Management Company;
- q) the Index Calculation Agent loses the right to use the Reference Fund as the basis for the calculation, determination and publication of the Index;
- r) the aggregate net assets under management of the Reference Fund fall below a value of EUR 500 million;
- s) 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 holder of Debt Securities in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent;
- t) no relevant data is provided for the calculation of the taxable basis for the Reference Fund in accordance with § 5 (1) of the German Investment Tax Act (*Investmentsteuergesetz*, "InvStG") or the Reference Fund or the Management Company has announced that no relevant data will be provided in accordance with § 5 (1) InvStG in the future;
- u) distributions which diverge significantly from the Reference Fund's normal distribution policy;
- v) 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;
- w) the Reference Fund or the Management Company fails to pay the remuneration agreed with the Investment Adviser, discontinues such payment unlawfully or reduces such payment unlawfully;
- x) the Reference Fund or the Management Company or a company affiliated with it breaches the agreement entered into with the Index Calculation Agent, an Issuer or the Hedging Party in relation to the Reference Fund in a significant respect or terminates that agreement;
- y) the Reference 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 Reference Fund's investment guidelines or restrictions in a timely manner;
- z) the Reference 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;
- aa) 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

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of Debt Securities or other financial instruments linked to the Index suffers a significant adverse change as a result, as determined by the Index Calculation Agent in its reasonable discretion (§ 315 BGB).



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The Index Calculation Agent is under no 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 G - Publication of this Index Description*.

*Adjustment with regard to the Reference Index*

Should the Index Calculation Agent determine that one or more Index Events have occurred, the Index Calculation Agent will, if necessary, adjust the Index Concept in such a way that the financial position of the Hypothetical Investor remains unchanged to the greatest extent possible (the "**Reference Index Adjustment**"). The Index Calculation Agent 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 Calculation Agent may specifically:

- a) replace the Reference Index with a new index (the "**Successor Reference Index**") using a methodology that is economically equivalent to the greatest extent possible (including in particular the tracking of rolling money market returns). However, the Successor Reference Index may use differing application periods for the Reference Rates (equal to a Reference Interest Period, as described in *Section C - II. Description of the Reference Index - HVB 3 Months Rolling Euribor Index* of this Index Description) 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 now included in the Index).

"**Index Event**" means any of the following events occurring on or after the Index Start Date:

- 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, without the consent of the Index Calculation Agent 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 Calculation Agent will determine in its reasonable discretion (§ 315 BGB) whether any such change or modification has occurred;
- b) the historic 30-day 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:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left( \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

Where:

"**Ln[x]**" denotes the natural logarithm of [x];

- c) the calculation or publication of the Reference Index is discontinued;
- d) the Reference Index no longer, in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent, corresponds to the objective of a low-risk investment that is free of currency risk for the Hypothetical Investor;
- e) any other event that, in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent, 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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The Index Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred. The determination of an Index Event will be published in accordance with *Section G - Publication of this Index Description*.

*Termination of the Index*

The Index Calculation Agent 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.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor, the Index Calculation Agent has the right to permanently discontinue the calculation of the Index at any time; the Index Calculation Agent 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 Calculation Agent will, for the purposes of calculating the Index Value, adjust the Net Asset Value of the Reference Fund published by the Management Company to account for the economic effects of the relevant events on the Index:

- 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 aggregate 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) a manifest error, (ii) the incorrect publication of the Net Asset Value, or (iii) 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 (ii) and (iii), the Index Calculation Agent will, where necessary, again determine the relevant Net Asset Value (the "**Corrected Net Asset Value**") and again calculate the Index Value on the basis of the Corrected Net Asset Value, taking into account the situation of a Hypothetical Investor.

The Index Calculation Agent will determine the extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). When adjusting the Net Asset Value, the Index Calculation Agent will take 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 component.

## **III. Adjustment of the value of the Reference Index**

In the following cases, the Index Calculation Agent will, for the purposes of calculating the Index Value, adjust the Reference Index Value of the Reference Index published by the calculation agent of the Reference Index to account for the economic effects of the relevant events on the Index:

- a) in the event of a manifest error in the calculation of the Reference Index Value;
- b) in the event of the incorrect publication of the Reference Index Value; or
- c) if a Reference Index Value determined and published by the Reference Index Sponsor, as used by the Index Calculation Agent as the basis for the calculation of the Index, is subsequently corrected.

The Index Calculation Agent will determine the extent of any necessary adjustments to the Reference Index Value in its reasonable discretion (§ 315 BGB). In cases b. and c., the Index Calculation Agent will, where necessary, again determine the relevant Reference Index Value (the "**Corrected Reference Index Value**") and again calculate 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

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will postpone the calculation, determination and publication of the Index (specifically including the performance of Dynamic Allocation) until such time as the Reference Fund Market Disruption Event ends. The Index Calculation Agent will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

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 perform a calculation, determination and publication of the Index (specifically including the performance of Dynamic Allocation), provided that a data basis is available which is sufficient for the purposes of such estimate. The Index Calculation Agent 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 F. - Corrections**

The Index Calculation Agent may correct or amend contradictory or incomplete provisions in the Index Description in accordance with the provisions applicable to the relevant Debt Securities or the relevant other financial instruments linked to the Index.

**Section G. - Publication**

The Index Value is published by the Index Calculation Agent on the website [www.onemarkets.de](http://www.onemarkets.de), the Reuters page .UCGRVDW2 and on Bloomberg under the ticker UCGRVDW2 Index.

All determinations made by the Index Calculation Agent in its reasonable discretion (§ 315 BGB) will be published in accordance with the terms and conditions of the relevant Debt Securities or the relevant other financial instruments linked to the Index.

**Section H. - Governing law**

This Index Description is governed by German law.

#### **4. DESCRIPTION OF HVB VERMÖGENSDEPOT WACHSTUM FLEX INDEX III**

The following Index Description outlines the key data for the "HVB Vermögensdepot Wachstum Flex Index III" (the "**HVB Vermögensdepot Wachstum Flex Index III**") compiled by the Issuer. This description is subject to amendments or adjustments from time to time after the date of this Base Prospectus in relation to which the Issuer will publish a related supplement to this Base Prospectus.

The HVB Vermögensdepot Wachstum Flex Index III (WKN A163YC / ISIN DE000A163YC2) (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 euro (the "**Index Currency**") in accordance with the index rules set out below (the "**Index Rules**") whose objective 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 "**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:

*Definitions regarding the Index:*

**"Banking Day"** means each day (other than a Saturday or Sunday) on which the principal domestic clearance system customarily used to settle trades regarding the Index Components and the Trans-European Automated Real-time Gross settlement Express Transfer System (TARGET2) are open.

**"Debt Securities"** means all outstanding debt 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.

**"Fund Event"** means any event defined as a Fund Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

**"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 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 Debt Securities or other 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 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 Index included in the Index at any given time.

**"Index Event"** means any event defined as an Index Event in *Section D. - I. General Extraordinary Adjustments* of this Index Description.

**"Index Initial Value"** means 100.00.

"**Index Start Date**" means 24 August 2015.

"**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.

"**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. - Calculation of the Index* of this Index Description.

"**Issuer**" means an issuer of Debt Securities.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the European single currency monetary area. The performance of this investment is reflected by the Reference Index.

"**Reference Portfolio**" means a hypothetical portfolio of the Hypothetical Investor which contains both Fund Shares and the Money Market Investment in variable weightings. The Reference Portfolio has a value at the Index Start Date equal to the Index Initial Value (expressed in euro).

" **$t_j$** " 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 (... ,  $t_{-2}$ ,  $t_{-1}$ ,  $t_0$ ,  $t_1$ ,  $t_2$ , ...).

" **$t_{j-p}$** " 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  $t_{j-p}$ .

*Definitions regarding the Reference Fund:*

"**Auditor**" means Deloitte & Touche GmbH and/or any other auditing firm appointed by the Management Company to audit the Reference Fund and its annual financial statements.

"**Custodian Bank**" means CACEIS Bank Deutschland GmbH KPMG AG and/or any other company appointed by the Management Company to perform depository, accounting, settlement or similar services for the Reference Fund.

"**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. The Fund Documents, in the respective valid version, are available on the website [www.pioneerinvestments.de](http://www.pioneerinvestments.de) (or any successor site). The information contained therein is also available free of charge at UniCredit Bank AG, LCD7SR, Arabellastraße 12, 81925 Munich, Germany, during normal business hours.

"**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 Advisor, the Custodian Bank and the Management Company.

"**Fund Share**" or "**Fund Shares**" means a unit or share or units or shares in the Reference Fund (WKN A0M035 / ISIN DE000A0M0358 / Bloomberg HVBPRWP GR Equity).

"**Investment Adviser**" means UniCredit Bank AG (at the Index Start Date). The Management Company may appoint a different person or company to act as Investment Adviser for the Reference Fund at any time.

"**Management Company**" means Pioneer Investments Kapitalanlagegesellschaft mbH, which manages the Reference Fund.

"**NAV( $t_j$ )**" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_j$ .

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"NAV( $t_{j-1}$ )" means the Net Asset Value of a Fund Share on Index Valuation Date  $t_{j-1}$ .

"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 HVB Vermögensdepot privat Wachstum PI.

*Definitions regarding the Reference Index:*

"Reference Index Calculation Agent" means UniCredit Bank AG, Munich, Germany.

"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](http://www.onemarkets.de) (or any successor site).

"Reference Index Structuring Fee" or " $F_{RI}$ " means a rate by which the performance of the Reference Index is reduced. The Reference Index Structuring Fee is 1.47% per annum ( $F_{RI} = 1.47\%$ ).

"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 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").

"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  $t_{j-1}$ .

## II. General information, Disclaimer

The information regarding the Reference Fund included in this Index Description is intended solely to inform investors intending to buy Debt Securities and does not constitute a solicitation to buy Fund Shares. Each investor must make its own assessment of the merits of the Reference Fund. 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 within the Reference Portfolio is only carried out hypothetically by modifying such records. Neither the Index Sponsor nor the Index Calculation Agent, 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 or fees that the Index Sponsor receives in its capacity as Investment Adviser from the Management Company will not be distributed to the holders of Debt Securities or reinvested in the Index, but will be taken into account by the Index Sponsor in its capacity as Hedging Party in its internal pricing models by means of lower costs for the earnings mechanism. Distributions made by the Reference Fund will not be distributed to the holders of Debt Securities.

### Section B. - General information regarding the Index

#### I. Objective of the Index

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

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be increased accordingly. Conversely, the participation in the Money Market Investment will be reduced partially or completely if the Reference Fund shows a low volatility, and the participation in the Reference Fund will be increased accordingly.

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 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. The Index Sponsor and the Index Calculation Agent accept no liability except in the event of wilful misconduct or gross negligence.

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 Debt 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 Debt 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:

$$Index(t_j) = Index(t_{j-1}) \times [1 + w(t_{j-1}) \times Return_1(t_j) + (1-w(t_{j-1})) \times Return_2(t_j)]$$

where the return of the Reference Fund since the previous Index Valuation Date (referred to as  $Return_1(t_j)$ ) is calculated as follows:

$$Return_1(t_j) = \frac{NAV(t_j) - NAV(t_{j-1})}{NAV(t_{j-1})}$$

and the return of the Money Market Investment is calculated on the basis of the Reference Index and reduced by the proportionate Reference Index Structuring Fee since the previous Index Valuation Date  $t_{j-1}$  (referred to as  $Return_2(t_j)$ ), as follows:

$$Return_2(t_j) = \frac{RIV(t_j) - RIV(t_{j-1})}{RIV(t_{j-1})} - \frac{F_{RI}}{360} \times \Delta(t_{j-1}, t_j)$$

where

" $w(t_{j-1})$ " denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date  $t_{j-1}$ ;

" $\Delta(t_{j-1}, t_j)$ " 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 in the Reference Portfolio is redetermined 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 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 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 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 the weighting of the Reference Fund and vice versa.

"**Allocation Table**":

| Realised volatility of the Reference Fund<br>$\sigma_R(t_j)$ | Weighting $w(t_j)$ |
|--|--------------------|
| $\sigma_R(t_j) < 6.00\%$                                     | 100%               |
| $6.00\% \leq \sigma_R(t_j) < 6.25\%$                         | 96%                |
| $6.25\% \leq \sigma_R(t_j) < 6.50\%$                         | 92%                |
| $6.50\% \leq \sigma_R(t_j) < 6.75\%$                         | 88%                |
| $6.75\% \leq \sigma_R(t_j) < 7.00\%$                         | 84%                |
| $7.00\% \leq \sigma_R(t_j) < 7.25\%$                         | 82%                |
| $7.25\% \leq \sigma_R(t_j) < 7.50\%$                         | 80%                |
| $7.50\% \leq \sigma_R(t_j) < 7.75\%$                         | 78%                |
| $7.75\% \leq \sigma_R(t_j) < 8.00\%$                         | 76%                |
| $8.00\% \leq \sigma_R(t_j) < 8.25\%$                         | 74%                |
| $8.25\% \leq \sigma_R(t_j) < 8.50\%$                         | 72%                |
| $8.50\% \leq \sigma_R(t_j) < 8.75\%$                         | 70%                |



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|  |     |
|--|-----|
| $8.75\% \leq \sigma_R(t_j) < 9.00\%$   | 68% |
| $9.00\% \leq \sigma_R(t_j) < 9.25\%$   | 66% |
| $9.25\% \leq \sigma_R(t_j) < 9.50\%$   | 63% |
| $9.50\% \leq \sigma_R(t_j) < 10.00\%$  | 60% |
| $10.00\% \leq \sigma_R(t_j) < 10.50\%$ | 57% |
| $10.50\% \leq \sigma_R(t_j) < 11.00\%$ | 54% |
| $11.00\% \leq \sigma_R(t_j) < 11.50\%$ | 51% |
| $11.50\% \leq \sigma_R(t_j) < 12.00\%$ | 48% |
| $12.00\% \leq \sigma_R(t_j) < 12.50\%$ | 45% |
| $12.50\% \leq \sigma_R(t_j) < 13.00\%$ | 42% |
| $13.00\% \leq \sigma_R(t_j) < 14.00\%$ | 39% |
| $14.00\% \leq \sigma_R(t_j) < 15.00\%$ | 36% |
| $15.00\% \leq \sigma_R(t_j) < 16.00\%$ | 32% |
| $16.00\% \leq \sigma_R(t_j) < 17.00\%$ | 28% |
| $17.00\% \leq \sigma_R(t_j) < 18.00\%$ | 24% |
| $18.00\% \leq \sigma_R(t_j) < 20.00\%$ | 20% |
| $20.00\% \leq \sigma_R(t_j) < 22.00\%$ | 15% |
| $22.00\% \leq \sigma_R(t_j) < 24.00\%$ | 10% |
| $24.00\% \leq \sigma_R(t_j) < 26.00\%$ | 5%  |
| $26.00\% \leq \sigma_R(t_j)$           | 0%  |

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.

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 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 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
- 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.

Should the Reference Fund be replaced in accordance with a. or b. resulting in the loss or the reduction of the remunerations received by the Index Sponsor in its function as Hedging Party from the Management Company in relation to any holdings in the Reference Fund or in its capacity as Investment Adviser, the Index Calculation Agent will introduce a structuring fee on the return of the Fund Shares, i.e. the  $Return_1$  (as defined in *Section C. - I. Calculation of the Index Value* of this Index Description) is reduced by this structuring fee, the structuring fee being expressed as an annual percentage, on a daily basis in the same way as  $Return_2$  is calculated. This structuring fee (i) amounts to 1.47% p.a. in the case of a Successor Index, or (ii) in the case of a Successor Reference Fund, is calculated as the difference between 1.47% p.a. and the expected reduced management fee rebate for holdings of the Successor Reference Fund expressed as an annual percentage. The structuring fee will not exceed 1.47% p.a. The introduction of such a structuring fee and its level 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;

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- 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 material 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 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

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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. the aggregate net assets under management of the Reference Fund fall below a value of EUR 500 million;
- t. 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;
- u. 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;
- v. 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;
- w. 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;
- x. 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;
- 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;

to the extent that the financial position of a Hypothetical Investor or of the Hedging Party or of the holders of Debt Securities suffers a significant adverse change as a result, as determined by the Index Sponsor in its reasonable discretion (§ 315 BGB).

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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 Fund Event will be published in accordance with *Section F. - 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 now included in the Index).

"**Index Event**" means any of the following events occurring on or after the Index Start Date:

- 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, 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 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-day 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:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left( \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \text{Ln} \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

Where:

"**Ln[x]**" denotes the natural logarithm of a value x;

"**RIV(t<sub>j-q</sub>)**" means the Reference Index Value on the q-th Index Valuation Date prior to the Index Valuation Date t<sub>j</sub>.

- c. the calculation or publication of the Reference Index is discontinued;
- d. the Reference Index no longer corresponds to the objective of a low-risk investment that is free of currency risk for the Hypothetical Investor. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether this is the case;
- e. 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 an Index 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 Index Events.

Should an adjustment of the Index Concept not be possible or not be reasonable for the Hypothetical Investor or the investors in any Debt 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, taking into account the situation of a Hypothetical Investor.

The Index Sponsor will determine the type and extent of any necessary adjustments to the Net Asset Value in its reasonable discretion (§ 315 BGB). When adjusting the Net Asset Value, the Index Sponsor will take 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 will, for the purposes of calculating the Index Value, adjust the Reference Index Value of the Reference Index published by the Reference Index Calculation Agent of the Reference Index to account for the economic effects of the relevant events on the Index:

- 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, as used by the Index Calculation Agent as the basis for the calculation of the Index, is subsequently corrected.

The Index Sponsor will determine 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, again determine 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

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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. The Index Sponsor will determine in its reasonable discretion (§ 315 BGB) whether the relevant requirements are met.

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. - 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 Debt Securities.

**Section F. - Publication**

The Index Value is published by the Index Calculation Agent on the website [www.onemarkets.de](http://www.onemarkets.de), the Reuters page .UCGRVDW3 and on Bloomberg under the ticker UCGRVDW3 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 Debt Securities.

**Section G. - Governing law**

This Index Description is governed by German law.

## **5. DESCRIPTION OF HVB STAR FUNDS EXCESS RETURN RISK CONTROL INDEX**

This Index Description in relation to the UniCredit Star Funds Excess Return Risk Control Index describes the full terms and conditions for the constitution and calculation of the Index by the Index Sponsor and the Index Calculation Agent, as applicable. In particular it provides information about the underlying assets, definitions, Extraordinary Events and Market Disruptions.

The UniCredit Star Funds Excess Return Risk Control Index (WKN: A11RSN/ISIN: DE000A11RSN1) (the "**Index**") is a EUR denominated Index (the "**Index Currency**") calculated and rebalanced by UniCredit Bank AG, Kardinal-Faulhaber Straße 1, 80333 Munich (the "**Index Calculation Agent**") and created, maintained and published by UniCredit Bank AG, Kardinal-Faulhaber Straße 1, 80333 Munich (the "**Index Sponsor**"). The Index is calculated on a daily basis by the Index Calculation Agent.

### **Section A. Definitions and General Information**

#### **I. Definitions**

For the purposes of this description (the "**Index Description**"), the following terms have the following meanings:

"**Business Day**" means any day (other than a Saturday or Sunday) on which each domestic main clearance system commonly used for the settlement of transactions in relation to the Index Components, as well as the Trans-European Automated Real-Time Settlement Express Transfer (TARGET2) System is open.

"**Fund Share**" means an ownership interest issued to or held by an investor in a Reference Fund

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in shares (including Fund Shares), options, futures, derivatives or foreign exchange transactions, (ii) securities lending transactions or (iii) other instruments or arrangements (howsoever described), directly or indirectly entered into by a Hedging Party in order to hedge, individually or on a portfolio basis, any products or transactions linked to the Index.

"**Hedging Party**" means a hypothetical party who would hedge its obligations in respect of any products or transactions linked to the Index.

"**Hypothetical Investor**" Means, with respect to a Fund Share, a hypothetical or actual investor (as determined by the Index Calculation Agent in the context of the relevant situation) in such Fund Share located in the same jurisdiction and tax status as the Index Sponsor and deemed to have the benefits and obligations, as provided in the Fund Documents, of an investor holding the Fund Share at any time.

"**Index Components**" are the Fund Shares included in the Reference Fund Basket at a given time.

"**Index Currency**" means Euro ("**EUR**").

"**Index Level**" has the meaning given in *Section C – I. Index Level Calculation*.

"**Index Level Determination Date**" means any Business Day on which the issue and redemption of Fund Shares of each Reference Fund as described in the relevant Reference Fund Documents, is possible.

"**Index Start Date**" means 1 July 2014.

"**Investment Manager**" means the investment manager of the respective Reference Fund as outlined in the Fund Documents.

"**Net Asset Value**" or "**NAV**" per Fund Share, means with respect to the relevant Fund Shares and a Reference Fund Valuation Date the net asset value (or equivalent value) per Fund Share as of the relevant Reference Fund Valuation Date as recently reported by the respective Reference Fund Service Provider that generally publishes or reports such value on behalf of the Reference Fund to its investors or a publishing service, provided that the Index Sponsor may adjust any Net Asset Value as set out in *Section D – II. Adjustment of Net Asset Value* below.

"**Reference Funds**" means the investment funds contained in the Reference Fund Basket as described in *Section B – II. Index Composition*, subject to the provisions of *Section D* below (each a "**Reference Fund**").



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"**Reference Fund Basket**" is a basket of Reference Funds as described in *Section B – II. Index Composition*, subject to the provisions of *Section D* below.

"**Reference Fund Basket Value**" in respect of Index Level Determination Date  $t$ , is the value of the Reference Fund Basket at Index Level Determination Date  $t$  calculated by the Index Calculation Agent as set out in *Section C – I. Index Level Calculation*.

"**Reference Fund Company**" means, in relation to a Reference Fund, the management company of the respective Reference Fund.

"**Reference Fund Documents**" means, in relation to a Reference Fund, – in each case, if available and in the respective most recent version – the annual report, the half-yearly report, the sales prospectus, the terms and conditions of the Reference Fund, the key investor information 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.

"**Reference Fund Service Provider**" means, in respect of any Reference Fund, any person who is appointed to provide services, directly or indirectly, to that Reference Fund, whether or not specified in the Reference Fund Documents, including any advisor, manager, administrator, operator, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent and any other person as may be specified in these Index Rules;

"**Reference Fund Valuation Date**" means any date as of which, in accordance with the Reference Fund Documents, the Reference Fund or the Reference Fund Company or the Reference Fund Service Provider that generally determines such value is or, but for the occurrence of an Extraordinary Reference Fund Event, would have been scheduled to determine the NAV per Fund Share.

## II. General Information and Disclaimer

The information with regard to a Reference Fund given by this Index Description is for information purposes only for the benefit of counterparties who intend to enter into related OTC derivative transactions. The content of this Index Description constitutes no offer for subscription of fund shares. The suitability of a Reference Fund is in each case subject to an autonomous decision of each investor.

For the Calculation of the Index Level, the Index Calculation Agent relies on statements, confirmations, computations, assurances and other information provided by third parties. Any inaccuracies contained in such information may have an impact on the calculation of the Index Level. UniCredit Bank AG in its role as Index Sponsor respectively as Index Calculation Agent has no obligation to verify this information independently.

The Index is comprised solely in the form of data sets and provides neither a direct nor an indirect or an economic or a legal ownership or ownership position of the Index Components. Each of the allocations described herein within the Index Components is executed only hypothetically, by changing the relevant data. An obligation of the Index Sponsor, the Index Calculation Agent, or a Hedge Party to the direct or indirect acquisition of the Index Components does not exist. As the case may be, any remuneration paid by the Reference Fund Company, or any distributions paid by a Reference Fund, which is/are paid to the Index Sponsor in its capacity as Hedging Party will not be distributed to the counterparties of related OTC derivative transactions or reinvested to the Index, but will be accounted by the Index Sponsor in his capacity as Hedging Party in its internal pricing models by lower costs for the return mechanism. This Index Description provides the description of the Index as of 23 June 2014. The Index is subject to changes and adjustments by the Index Sponsor.

Subject to the provisions of *Section D*, the Index Sponsor will employ the calculation methods described above. The Index Sponsor's determinations shall be final except where there is a manifest error.

## Section B. General Index Information

### I. Index Objective

The objective of the Index is to provide synthetic exposure to the performance of a notional basket of Fund Shares (the "**Reference Fund Basket**"). The Index aims to track the performance of flexible funds with a daily liquidity and with a proven track record seizing opportunities across different asset classes

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP as equities across different geographical zones, government bonds, investment grade bonds, high-yield bonds, etc.

The Index has a built in volatility control mechanism. When the Index Calculation Agent determines that the realised volatility of the Reference Fund Basket over preceding 20-day or 60-day reference period exceeds the volatility target of 4% (the "**Target Volatility**"), then the exposure of the Index to the Reference Fund Basket 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 Basket is below the Target Volatility and the exposure of the Index to the Reference Basket is below 150%, then the exposure of the Index to the Reference Fund Basket 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 Basket is 150%. The Index starts on the Index Start Date with an initial level of 100 index points ("**Initial Index Level**").

The Index is an "excess return" index. As a consequence, the level of the Index reflects the performance of the strategy of the Index above a EUR short term rate.

There is no guarantee and no assurance (express or implied) is given that the Index or Reference Funds described here will achieve the described objective.

## II. Index Composition

The Index represents a certain selection of Index Components and the Index Level is based on the value of the individual Index Components according to this Index Description. On the Index Start Date, the Index was comprised of the following Index Components and with the respective Index weightings ("**Index Weightings**") and currency denomination set out in the table below. Each Index Component being a Reference Fund, of the type 'Fund Share' ("**Component Type**"):

| i | Reference Fund (PR <sub>i</sub> )  | Currency | Bloomberg Code    | ISIN         | Index Weighting (W <sub>i</sub> ) |
|---|------------------------------------|----------|-------------------|--------------|-----------------------------------|
| 1 | Templeton Global Total Return Fund | EUR      | TGTAACE LX Equity | LU0260870661 | 1/3                               |
| 2 | JPM Global Income Fund             | EUR      | JPGIAEA LX Equity | LU0740858229 | 1/3                               |
| 3 | M&G Optimal Income Fund Euro       | EUR      | MGOIAEA LN Equity | GB00B1VMCY93 | 1/3                               |

To determine the Index Levels from the Index Start Date, values of the Index Components were required from a period of approximately 60 Business Days before the Index Start Date, (the "**Index Initial Data Date**") to establish the necessary performance history required for the operation of the Index Methodology.

Following the Index Start Date, the Index Calculation Agent shall review the composition of the Index and the Index Weightings of the Index Components within the Index on an ongoing basis and in accordance with the Index Methodology specified below and the rules governing the Index.

## III. Roles of the Index Sponsor and the Index Calculation Agent

The Index Sponsor is (1) responsible in its reasonable discretion according to § 315 German Civil Code (*Bürgerliches Gesetzbuch*; "**BGB**") for setting and reviewing the rules and procedures, methods of calculations and adjustments, if any, relating to the Index; and (2) announces (directly or through an agent) the level of such Index.

The Index Sponsor is not acting as a fiduciary or adviser to any investor in the Notes or any other person in relation to the Index.

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The Index Calculation Agent performs all determinations and calculations relating to the Index specified in this description and will monitor and maintain certain data (the "**Index Data**") in respect of the Index.

The Index Calculation Agent is responsible for the calculation of the Index including and subject to the determination of any Extraordinary Events and Market Disruption as described in *Section E*. The Index Calculation Agent shall perform such determinations and calculations in respect to the maintenance of the rules and methodology for calculating the Index in good faith and in a commercially reasonable manner and maintains Index Data in accordance with the descriptions set out herein. All information contained in the Index Data (in the absence of manifest error) is final, conclusive and binding to the extent that the Index Calculation Agent reserves the right to change and adjust the Index Data in its reasonable discretion according to § 315 BGB or to rectify manifest errors.

The Index Calculation Agent may at any time in its sole discretion seek advice from third parties. The Index Calculation Agent may resign at any time, provided that, the resignation will take effect only if (i) a successor Index Calculation Agent has been appointed by the Index Sponsor appointed and (ii) such successor index calculation agent accepts its appointment, and (iii) the successor index calculation agent assumes the rights and obligations of the Index Calculation Agent.

UniCredit Bank AG in its role as Index Calculation Agent as well as Index Sponsor will take reasonable care in carrying out its obligations and shall not be liable to any person for any losses, damages, claims, costs or expenses unless caused by gross negligence or wilful default of UniCredit Bank AG in its role as Index Calculation Agent as well as Index Sponsor. This applies also for any successor of UniCredit Bank AG in its role as Index Calculation Agent as well as Index Sponsor.

### Section C. Description and Formula for calculating the Index

#### I. Index Level Calculation

The Index Level on the Index Start Date is 100. The Reference Basket Value on the Index Start Date is 100.

On each Index Level Determination Date  $t$  after the Index Start Date, the Index Level ("**Index<sub>t</sub>**") will be determined by the Calculation Agent as follows:

$$Index_t = Index_{t-1} \times \left( 1 + W_{t-1} \times \left( \frac{Basket_t}{Basket_{t-1}} - 1 \right) - W_{t-1} \times Euribor_{t-1} \times \frac{Act(t-1, t)}{360} \right)$$

Where

$$Basket_t = Basket_{t-1} \times \left[ 1 - \sum_{i=1}^N W_i \times \left( \frac{NAV_{i,t}}{NAV_{i,t-1}} - 1 \right) \right]$$

where:

"**Basket<sub>t</sub>**" is the Reference Fund Basket Value on the Index Level Determination Date " $t$ ".

"**Basket<sub>t-1</sub>**" is the Reference Fund Basket Value on the Index Level Determination Date immediately preceding Index Level Determination Date " $t$ ".

"**Index<sub>t-1</sub>**" is the Index Level on the Index Level Determination Date immediately preceding Index Level Determination Date " $t$ ".

"**W<sub>t-1</sub>**" is the exposure of the Index to the Reference Fund Basket on the Index Level Determination Date immediately preceding the Index Level Determination Date " $t$ ".

"**NAV<sub>i,t</sub>**" is the Net Asset Value per Share of Index Component " $PR_i$ " on Index Level Determination Date " $t$ ".

"**Act(t-1, t)**" is the number of calendar days from but excluding Index Level Determination Date " $t-1$ " up to and including the Index Level Determination Date " $t$ ".

"**W<sub>i</sub>**" is the Weight of Index Component " $PR_i$ ".

"**N**" is the number of Index Components in the Index.

"**Euribor<sub>t-1</sub>**" means the 3-Month EURIBOR rate, published as of 11:00 am Brussels time and that has been fixed two (2) Index Level Determination Dates prior to Index Level Determination Date "t-1" as determined by the Index Calculation Agent. Provided that if no rate is published, the Index Calculation Agent will determine such rate from other source as it in its reasonable discretion according to § 315 BGB may deem appropriate.

The calculation of the Index Level in relation to an Index Level Determination Date is undertaken on the Business Day when the Index Sponsor has acquired all of the respective Net Asset Values of the Reference Funds, all subject to Section E below.

## II. Dynamic Allocation Rules

A target exposure of the Index to the portfolio of Index Components (the "Target Exposure") is then determined in accordance with the formula below, with the aim of maintaining a target volatility of 4.0%, based on the historical volatility of the Portfolio over both the preceding 20 Index Level Determination Dates and 60 Index Level Determination Dates.

$$W_t = \text{Max} \left( \text{Exposure}_{\min}, \text{Min} \left( \text{Exposure}_{\max}, \frac{\text{Target Volatility}}{\text{Max} (Vol_{20,t}, Vol_{60,t})} \right) \right)$$

Where:

Exposure<sub>min</sub> = 0%

Exposure<sub>max</sub> = 150%

Target Volatility = 4.0%

$$Vol_{20,t} = \sqrt{\frac{\sum_{p=0}^{19} \left( \text{Ln} \left[ \frac{\text{Basket}_{t-p-2}}{\text{Basket}_{t-p-3}} \right] \right)^2 - \frac{1}{20} \left( \sum_{p=0}^{19} \text{Ln} \left[ \frac{\text{Basket}_{t-p-2}}{\text{Basket}_{t-p-3}} \right] \right)^2}{19}} \times \sqrt{252}$$

$$Vol_{60,t} = \sqrt{\frac{\sum_{p=0}^{59} \left( \text{Ln} \left[ \frac{\text{Basket}_{t-p-2}}{\text{Basket}_{t-p-3}} \right] \right)^2 - \frac{1}{60} \left( \sum_{p=0}^{59} \text{Ln} \left[ \frac{\text{Basket}_{t-p-2}}{\text{Basket}_{t-p-3}} \right] \right)^2}{59}} \times \sqrt{252}$$

where:

"**Vol<sub>20,t</sub>**" means in respect of Index Level Determination Date t, the 20 days volatility rate, determined in accordance with the above formula provided by the Index Calculation Agent who will determine the Reference Fund Basket Value for each day required as if such date were a Valuation Date notwithstanding any such date falling prior to the Index Start Date.

"**Vol<sub>60,t</sub>**" means in respect of Index Level Determination Date t, the 60 days volatility rate, determined in accordance with the above formula provided by the Index Calculation Agent who will determine the Reference Fund Basket Value for each day required as if such date were a Valuation Date notwithstanding any such date falling prior to the Index Start Date;

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

"**t**" denotes the Index Level Determination Date "t".

"**252**" is the annualising factor for the determination of the realised volatility and represents the expected number of Index Level Determination Dates in each calendar year.

When adjusting or constituting the composition of the Reference Portfolio, the Index Calculation Agent may delay it in its reasonable discretion according to § 315 BGB the rebalancing of the Reference Portfolio and/or make other adjustments to this Index Description or the determination and/or calculation of the Index to take into account a Hypothetical Investor's ability to subscribe or redeem Fund Shares of the Reference Funds when the allocation to the Reference Portfolio is modified, also taking into consideration liquidity conditions, subscription notice periods, redemption notice periods as well as any subscription or redemption charges of the Reference Funds.

## **Section D. Extraordinary Events, Adjustments and Market Disruptions**

### **I. Extraordinary Events**

If the Index Calculation Agent determines in its reasonable discretion according to § 315 BGB that an Extraordinary Event exists or occurs then it may at its option but is not required to take any of the actions set out in this *Section D – I. Extraordinary Events (Adjustments, Index Component Replacement and Index Cancellation)*. This is without prejudice to the rights of the Index Calculation Agent as set out in this *Section D – II. Adjustment of Net Asset Value and III. Market Disruption Event* below, and in the event that the Index Calculation Agent has the power to take action under both this *Section D. – I. Extraordinary Events* and such *Sections D. – II. Adjustment of Net Asset Value and/or III. Market Disruption Event* below, the Index Calculation Agent may, in its reasonable discretion according to § 315 BGB, select which of the relevant provisions to apply.

For these purposes "Extraordinary Event" means one or more Fund Events as defined in *Section D. – I. Extraordinary Events (Fund Events)* below and/or any of the other events or circumstances described in this *Section D* in respect of which the Index Calculation Agent is entitled to make an adjustment or take any other relevant action as described in this *Section D* in relation to the Index.

#### *Adjustments*

In the case an Extraordinary Event or several Extraordinary Events occur (in particular a change to the dealing schedule for or suspension of subscription or redemption of an Index Component) or regulatory, legal, tax, accounting or market conditions occur that require a modification or change of the Index calculation method, the Index Calculation Agent is entitled, in its reasonable discretion, to make such changes or modifications as it considers necessary or desirable, including for the purposes of Hedge Positions. The Index Calculation Agent will use reasonable endeavours to ensure that the adjusted method of calculation, taking into account the economically practicable possibilities with reasonable discretion of the Index Calculation Agent with respect to the application of the Index, is consistent with the method of calculation described above.

The Index Calculation Agent is entitled, in reasonable discretion, to spread a modification of an adjustment of weights of Index Components over multiple days, with the aim to reduce the impact on the price of a Reference Fund and its portfolio components. Without limitation this may be applicable in circumstances where a Hedging Party respectively adjusts its hedging transactions with respect to its Hedge Positions.

The Index Sponsor is entitled to modify or amend the Index Description in such manner as the Index Sponsor reasonably deems necessary, or to restate the Index Level, in order to cure formal, proven or manifest errors or to cure, correct or supplement defective provisions.

#### *Index Component Replacement*

If an Extraordinary Event or several Extraordinary Events exist or occur with respect to one or more Index Component(s), the Index Calculation Agent is entitled to substitute any or each affected Index Component with a new index component (the "**Replacement Index Component**") in part or completely in its reasonable discretion. The Index Calculation Agent shall use reasonable efforts to identify a Replacement Index Component with liquidity, distribution policy, management company, and investment strategy similar to the relevant affected Index Component. The Index Calculation Agent may determine that the Replacement Index Component is a benchmark index. The weights of the Index Components may be adjusted accordingly to take into account any such new Index Component. The relevant affected Index Component will be substituted with the Replacement Index Component in one or more adjustments to the Index, taking into account each payment of liquidation proceeds (if any) that the Index Calculation Agent determines a Hedging Party, if holding the affected Index Component, would receive from such Index Component, in each case within ten Business Days after the Hedging Party would have received the relevant amount, partially or in total, to the extent that the Index Calculation Agent deems, in its discretion, reasonable and practicable.

In the case that an Index Component is replaced, the Index will be calculated on the basis of such Replacement Index Component following the date of such adjustment. Commencing with the first

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application of the Replacement Index Component, any reference to Index Component in the Index Description, depending on context, shall be deemed to refer to the Replacement Index Component.

*Index Cancellation*

The Index Calculation Agent will be entitled following the occurrence of any Extraordinary Event to cease its calculation and determination of the Index, either temporarily or on a permanent basis. Where the Index Calculation Agent elects to permanently cease to calculate and determine the Index, the Index shall be cancelled.

*Fund Events*

As used herein, "Fund Event" is, in the reasonable discretion of the Index Calculation Agent any of the following events with respect to a Reference Fund that occurs on or after the Index Start Date:

- a) a material modification to any provisions in any of the Reference Fund Documents, or other document detailing the terms and conditions and objectives of the respective Reference Fund without consent of the Index Sponsor and which may adversely in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent the ability of the Hedging Party, respectively, to hedge its obligations under the Hedge Positions, respectively; in particular including but not limited to such changes as (i) a change in the risk profile of the respective Reference Fund; (ii) an alteration of the investment objectives, investment limits or strategy of the respective Reference Fund; (iii) a change in the currency of the respective Fund Shares; (iv) an alteration of the method that is used for the calculation of the NAV; (v) a change in the dealing schedule for subscription, issue, redemption or transfer of the respective Fund Shares;
- b) requests for redemptions, subscriptions or transfers of Fund Shares are not executed or are only partially executed or subscriptions or redemptions are suspended by the Reference Fund, the Reference Fund Company or the Reference Fund Service Provider or fund distributor;
- c) where a Reference Fund or any third party imposes any restriction, charge, commission, taxes or fees in respect of the sale or purchase, subscription or redemption of the respective Fund Shares (other than the restrictions, fees, commissions and charges in existence as at the time the Fund Shares are included in the Index);
- d) the Reference Fund Company or the Reference Fund Service Provider appointed for this purpose by the Reference Fund Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Reference Fund Documents;
- e) change in the legal nature of the respective Reference Fund;
- f) a resignation or replacement of any key person of the Reference Fund Company or the Investment Manager;
- g) (i) any change in the legal, accounting, tax, regulatory or supervisory treatment in respect of the respective Reference Fund or Reference Fund Company; or (ii) the suspension, cancellation, revocation or absence of the registration or accreditation of the Reference Fund or of the Reference Fund Company; or (iii) the revocation of a corresponding authorisation or licence in respect of the Reference Fund or Reference Fund Company by a competent 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 Reference Fund, the Reference Fund Company or a Reference 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 Reference Fund 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 in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent, or a breach of statutory or regulatory requirements by the Reference Fund or the Fund Company;
- i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which, in the reasonable discretion of the Index Calculation Agent (§ 315 BGB), requires the Hedging Party, in relation to the subscription, redemption or holding of Fund

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- Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital 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;
- 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 Hedging Party with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Hedging Positions would become unlawful or impracticable or would entail substantially higher costs;
  - k) a Reference Fund Company, Investment Manager or a Reference Fund is in material breach or any of its existing agreement(s) with the Hedging Party in respect of the distribution of the Fund Shares is terminated or the retrocession payable to the Hedging Party on any Fund Share is reduced;
  - l) 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 outstanding Fund Shares in the Reference Fund;
  - m) the Hedging Party would be required pursuant to any accounting or other applicable regulations to consolidate the Reference Fund, as a result of its obligations under the Hedge Positions;
  - n) the sale or redemption of Fund Shares for reasons affecting the Hedging Party, provided that this is not solely for the purpose of entering into or unwinding hedging transactions
  - o) 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 Reference 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 side pockets for segregated assets of the Reference Fund;
  - p) the Reference Fund Company or a Reference Fund Service Provider discontinues its services for the Reference Fund or loses its accreditation, approval, authorisation or licence 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;
  - q) 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 composition, 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 the shareholders;
  - r) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Reference Fund Company;
  - s) a de-merger, reclassification of the respective Reference Fund or consolidation (e.g. the change of the share class of the Reference Fund or the merger of the Reference Fund) with another fund;
  - t) a change in the tax laws and regulations or in their implementation or interpretation which has negative consequences for the Hedging Party in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent;
  - u) no relevant data is provided for the calculation of the taxable basis for the Reference Fund in accordance with § 5 (1) of the German Investment Tax Act (*Investmentsteuergesetz*, "**InvStG**") or the Reference Fund or the Reference Fund Company has announced that no relevant data will be provided in accordance with § 5 (1) InvStG in the future;

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- v) 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 which diverge significantly from the Reference Fund's normal distribution policy to date;
- w) the Reference Fund or the Reference Fund Company or a company affiliated to it, breaches the agreement entered into with the Hedging Party in relation to the Reference Fund in a significant respect or terminates that agreement;
- x) the Reference Fund or the Reference Fund 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 Reference Fund's investment guidelines or restrictions in a timely manner;
- y) the Reference Fund or the Reference Fund 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;
- z) any other event that could have a noticeable adverse effect on the NAV of the Reference Fund or on the ability of the Hedging Party to hedge its obligations under the hedging transactions on more than a temporary basis;
- aa) the NAV is no longer published in the Index Currency,
- bb) the occurrence of a "Fund Merger Event" which means in respect of a Reference Fund or its Investment Manager, there is;
  - (1) an irrevocable commitment to transfer all of the relevant Fund Shares or shares that are outstanding;
  - (2) a consolidation, amalgamation or merger of such Reference Fund or such Investment Manager with or into another fund or investment manager other than a consolidation, amalgamation or merger in which such Reference Fund or its Investment Manager is the continuing Reference Fund or Investment Manager as the case may be; and/or
  - (3) a takeover offer for such Reference Fund or Investment Manager that results in a transfer of or an irrevocable commitment to transfer all of the relevant Fund Shares or all the shares of such Investment Manager (other than Fund Shares or shares owned or controlled by the offeror);
- cc) the Hedging Party is unable, or it is impracticable for the Hedge Party, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to a Fund Share of entering into and performing its obligations with respect to its Hedge Positions, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increases in charges or fees imposed by the relevant Reference Fund on any investor's ability to redeem such Fund Shares, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Shares, or (B) any mandatory redemption, in whole or in part, of such Fund Shares imposed by the relevant Reference Fund (in each case other than any restriction in existence on the date on which such Fund Shares was first included in the Index);
- dd) an order has been made or an effective resolution passed for the winding up, dissolution, termination, liquidation or an event with analogous effect, of the respective Reference Fund or its share class; or
- ee) any event occurs that would, if the Hedging Party and/or any affiliate were holding, purchasing or selling Fund Shares, have the effect of (i) imposing on the Hedging Party and/or any affiliate, any reserve, special deposit or similar requirement which did not exist as of the Index Start Date or (ii) affecting the amount of regulatory capital that would have to be maintained by the Hedging Party and/or any affiliate in connection with any Hedge Positions or hedging arrangements carried out by the Hedging Party and/or any affiliate in relation to this Index or modifying such requirement existing as at the Index Start Date.



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The Index Sponsor or the Index Calculation Agent have no obligation to monitor the occurrence of any of the events described above. The Index Calculation Agent is entitled but has no obligation to determine that a Fund Event has occurred following the occurrence of any of the described events and the Index Calculation Agent is not subject to any time limit in making or determining not to make any such determination.

**II. Adjustment of Net Asset Value**

The Index Calculation Agent may in its reasonable discretion according to § 315 BGB adjust (in connection with the calculation of the Index Level) the Net Asset Value of the Fund Shares of a Reference Fund in the following cases:

1. A levy or fee is introduced in connection with the subscription or redemption of Fund Shares.
2. A Hedging Party redeeming Fund Shares in accordance with the Reference Fund Documents would not have received the full redemption proceeds from the Fund Shares within the customary time-frame.

In the case of manifest error or error in publication of Net Asset Value of the Fund Shares of a Reference Fund by the respective Reference Fund Company or Reference Fund Service Provider or in case the published Net Asset Value as it is used by the Index Calculation Agent as a basis for calculating the Index is subsequently corrected, where the Index Calculation Agent considers the impact thereof material to the Index it may, in its reasonable discretion according to § 315 BGB, adjust the Index Level and/or any constituents of the Index Level calculation, the allocations of the Index and/or any other provisions of the Index, whether retrospectively or otherwise, to account for this.

**III. Market Disruption Event**

If a Hedging Party on an Index Level Determination Date cannot or would not be able to subscribe for or redeem Fund Shares or no Net Asset Value of a Reference Fund is published or made available, or such a publication is with a delay, then the Index Calculation Agent may in its reasonable discretion alternatively use the calculation methods as described in *Section D. – II. Adjustment of Net Asset Value*, to determine the redemption and subscription amounts or use the last recently published Net Asset Value. Where the Net Asset Value of a Reference Fund is not made available by the Reference Fund Company or a Reference Fund Service Provider, the Index Calculation Agent may delay the calculation of the Index Level. Where no Net Asset Value is made available for more than thirty Business Days, the Index Calculation Agent shall be entitled but not obliged to make an estimate of the Net Asset Value in its reasonable discretion according to § 315 BGB without any obligation for giving account according to section 259 BGB and taking into account the then prevailing market conditions.

**Section E. Publication**

The Index Level is published by the Index Sponsor on the Reuters page .UCGRFRC1 and on Bloomberg under the ticker UCGRFRC1 Index <go>.

## **6. DESCRIPTION OF VP KLASSIK 70 BENCHMARK INDEX**

The VP Klassik 70 Benchmark Index (the "**Index**") (ISIN: DE000A2DBVP0; WKN: A2DBVP) 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.

### **1. GENERAL DESCRIPTION**

The Index shall replicate the performance of an investment with limited risk into a weighted basket of Underlying Indices, Exchange Traded Funds ("ETFs") as well as a Commodity and a Cash Component (as defined in section 3.1; together the "Basket Constituents") reduced by a Synthetic Dividend. The Basket weights are adjusted every three months to comply with their Target Weights (as defined in section 3.2.1). 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 determined 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 2.1% p.a. (as defined in section 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 are scheduled to be open for business. Concerning an ETF Basket Constituent, it must be scheduled to be possible to issue and redeem shares of the respective ETF as described in the respective Fund Documents. Additionally, the publishing of Closing Prices for the Underlying Indices and the Commodity must be scheduled.

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

"**Closing Price**" of a Basket Constituent is (i) for an Underlying Index: the Closing Price as determined by the Sponsor or Calculation Agent of the Underlying Index and published on data sources such as Bloomberg or Reuters, (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 and (iii) for the Commodity: the reference price London Gold PM Fixing USD / fine ounce (31.1035g) as published by the reference market ICE Benchmark Administration Limited ("**Reference Market**"). 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](http://www.onemarkets.de) or a successor website. Furthermore, the Index Value shall be published via Reuters (.QUIXVP70) and via Bloomberg (QUIXVP70<Index>) or a successor page.

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](http://www.onemarkets.de) or a successor website.

The Index Value as of 17th October 2016 (the "**Index Start Date**") is EUR 1,000 ("**Index Start Value**").

## 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 Sponsor shall change the Investment Universe in its reasonable discretion (§ 315 BGB) in such a way that a substantially unchanged tracking 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, ETFs and a Commodity as "**Index Components**" (Basket Constituents i = 1 - 9) and a Cash Component (Basket Constituent i = 10). The "**Cash Component**" is a synthetic cash position in the Index Currency, which shall be invested into the EONIA UCITS ETF.

| i  | Basket Constituent           | Bloomberg        | Reuters    | Type             | Relevant Exchange    | Relevant Futures Exchange |
|----|------------------------------|------------------|------------|------------------|----------------------|---------------------------|
| 1  | STXE 600 € NRt               | SXXR Index       | .STOXXR    | Underlying Index | EUREX                | EUREX                     |
| 2  | S&P 500 Net TR               | SPTR500N Index   | .SPXNTR    | Underlying Index | NYSE                 | CME                       |
| 3  | NIKKEI Net Total Return      | NKYNTR Index     | .N225NTR   | Underlying Index | Tokyo Stock Exchange | Osaka Exchange            |
| 4  | Hang Seng Index NR           | HSI1N Index      | .HSIDVN    | Underlying Index | HKSE                 | HKFE                      |
| 5  | ISHARES GVT GMNY 1.5-2.5 DE  | RXP1EX GY Equity | RXP1EX.DE  | ETF              | XETRA                | EUREX                     |
| 6  | ISHAR GVT GMNY 5.5-10.5YR DE | RXP5EX GY Equity | RXP5EX.DE  | ETF              | XETRA                | EUREX                     |
| 7  | ISHARES USD TREASURY 1-3YR   | IUSU GY Equity   | IUSU.DE    | ETF              | XETRA                | CBOT                      |
| 8  | ISHARES USD TREASURY 7-10Y   | IUSM GY Equity   | IUSM.DE    | ETF              | XETRA                | CBOT                      |
| 9  | LBMA Gold Price PM USD       | GOLDLNPM Index   | XAUFIXPM = | Commodity        | COMEX                | COMEX                     |
| 10 | EONIA UCITS ETF              | XEON GY Equity   | XEON.DE    | ETF              | XETRA                | EUREX                     |

Basket Constituents where the price is not indicated in the Index Currency shall be converted into the Index Currency on each Index Calculation Day 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

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP 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 (KWG) ("**Institution**") shall be reinvested into the Cash Component such that the Effective Quantity (as defined in section 3.2.3) of the Cash Component on the ex-date of the dividend increases. The ex-date is the day on which the instrument is published "ex dividend" for the first time.

### 3.2 Weights

In the beginning of each Investment Period immediately following the Probing Day, 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 three month period, starting on 15 October 2016.

"**Probing Day**" is the next-to-last Index Calculation Day of the corresponding Investment Period, starting on 12 January 2017 ("Initial Probing Day").

"**Implementation Period**" consists of the first L Index Calculation Days of the Investment Period immediately following the Probing Day, on which all Relevant Exchanges and all Relevant Futures Exchanges (as defined section 3.1) of all Basket Constituents are open for business during regular trading hours.

"**Implementation Day**" is each Index Calculation Day within the respective Implementation Period on which all Relevant Exchanges and all Relevant Futures Exchanges (as defined in section 3.1) of all Basket Constituents are open for business during regular trading hours.

"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 Probing 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 Probing 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 Probing 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 Target Weights  $\omega_i^{target}$  (the "**Target Weights**") are determined for each Basket Constituent i (as defined in section 3.1) as follows:

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The Target Weights are the percentage share which each Basket Constituent  $i$  should have in the

| <b>i</b> | <b>Basket Constituent</b>    | <b>Target Weights <math>\omega_i^{target}</math></b> |
|----------|------------------------------|--|
| 1        | STXE 600 € NRt               | 27.00%   |
| 2        | S&P 500 Net TR               | 15.00%   |
| 3        | NIKKEI Net Total Return      | 4.00%  |
| 4        | Hang Seng Index NR Index     | 4.00%  |
| 5        | ISHARES GVT GMNY 1.5-2.5 DE  | 18.50%   |
| 6        | ISHAR GVT GMNY 5.5-10.5YR DE | 18.50%   |
| 7        | ISHARES USD TREASURY 1-3YR   | 5.00%  |
| 8        | ISHARES USD TREASURY 7-10Y   | 5.00%  |
| 9        | LBMA Gold Price PM USD       | 3.00%  |
| 10       | EONIA UCITS ETF              | 0.00%  |

Basket after implementation at the end of the Implementation Period.

### 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 3.2.3) of each Basket Constituent shall be adjusted based on the 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 the Probing Day. Moreover, the theoretical quantity of each Basket Constituent at the Calculation Time is calculated taking into consideration the 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**"):

$$Q_i^{theo} = \frac{B_s \times \omega_i^{target}}{P_i^s},$$

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

where

$B_s$  is the Basket Value on the Probing Day

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

$Q_i^d$  is the Reduced Quantity

$Q_i^{net}$  is the Net Quantity

$Q_i^{theo}$  is the Target Quantity

$\omega_i^{target}$  is the Target Weight.

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

$$Q_i^r = Q_i^{r-1} - I_{\{1, \dots, L-1\}}^r \times \left( \frac{Q_i^{net} - Q_i^d}{L-1} \right) + \left( \frac{P_{10}^r}{P_{10}^{r-1}} \right) \times \frac{\text{Net Proceeds}_{r-1}}{P_i^r} \times \frac{\max(0, \omega_i^{target} - \omega_i^{r-1})}{\sum_{j=1}^{10} \max(0, \omega_j^{target} - \omega_j^{r-1})},$$

where

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

$i$  is the Basket Constituent 1, ..., 10

$r$  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 follows:

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

The Net Proceeds is invested immediately after the Calculation Time into the Cash Component ( $i=10$ ) 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:

$$Q_{10}^{r, \text{total}} = Q_{10}^r + \frac{\text{Net Proceeds}_r}{P_{10}^r}, \quad \text{with } r = 1, \dots, L-1$$

For the avoidance of doubt:

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- a) To calculate the Basket Value on each except the last Implementation Day the total quantity  $Q_{10}^{r,total}$  is used (and not  $Q_{10}^r$ ).
- b) 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  $Q_i$ .

In case ETF dividends are distributed during the Implementation Period, they will be reinvested in the following way:

- If the ex-date of the distribution falls on one of the implementation days 1, ..., L-1, the reinvestment will be carried out by increasing the total quantity  $Q_{10}^{r,total}$  on the ex-date of the distribution.
- If the ex-date of the distribution falls on the last implementation day L, the reinvestment will be carried out after the completion of the implementation by increasing the Effective Quantity  $Q_{10}^f$  on the ex-date of the distribution.

### 3.2.3 Effective Quantity

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:

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

where

$Q_i^{\text{initial}}$  denotes the Initial Quantity

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

$P_i^{\text{initial}}$  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 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**" at 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:

$$B(t) = \sum_{i=1}^{10} Q_i(t) \times P_i(t)$$

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 60 daily log returns of the Basket over a period of 61 Index Calculation Days and is 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. Log return denotes the logarithm of the change of the Basket Value between two respectively consecutive Index Calculation Days.

$$\sigma_R(t_j) = \begin{cases} 4\% & \text{for } j = 0, 1, \dots, 61 \\ \sqrt{\frac{\sum_{p=0}^{59} \left( \text{Ln} \left[ \frac{B(t_{j-p-2})}{B(t_{j-p-3})} \right] \right)^2 - \frac{1}{60} \left( \sum_{p=0}^{59} \text{Ln} \left[ \frac{B(t_{j-p-2})}{B(t_{j-p-3})} \right] \right)^2}{59}} * \sqrt{252} & \text{for } j \geq 62 \end{cases}$$

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:

| <b>Basket Volatility <math>\sigma_R(t_j)</math></b> | <b>Participation Rate <math>PR(t_j)</math></b> |
|---|--|
| $\sigma_R(t_j) < 5.00\%$                            | 100.00%  |
| $5.00\% \leq \sigma_R(t_j) < 5.20\%$                | 96.00%   |
| $5.20\% \leq \sigma_R(t_j) < 5.40\%$                | 92.00%   |



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|  |        |
|--|--------|
| $5.40\% \leq \sigma_R(t_j) < 5.70\%$   | 88.00% |
| $5.70\% \leq \sigma_R(t_j) < 5.95\%$   | 84.00% |
| $5.95\% \leq \sigma_R(t_j) < 6.10\%$   | 82.00% |
| $6.10\% \leq \sigma_R(t_j) < 6.25\%$   | 80.00% |
| $6.25\% \leq \sigma_R(t_j) < 6.40\%$   | 78.00% |
| $6.40\% \leq \sigma_R(t_j) < 6.60\%$   | 76.00% |
| $6.60\% \leq \sigma_R(t_j) < 6.75\%$   | 74.00% |
| $6.75\% \leq \sigma_R(t_j) < 6.95\%$   | 72.00% |
| $6.95\% \leq \sigma_R(t_j) < 7.15\%$   | 70.00% |
| $7.15\% \leq \sigma_R(t_j) < 7.35\%$   | 68.00% |
| $7.35\% \leq \sigma_R(t_j) < 7.55\%$   | 66.00% |
| $7.55\% \leq \sigma_R(t_j) < 7.95\%$   | 63.00% |
| $7.95\% \leq \sigma_R(t_j) < 8.30\%$   | 60.00% |
| $8.30\% \leq \sigma_R(t_j) < 8.75\%$   | 57.00% |
| $8.75\% \leq \sigma_R(t_j) < 9.25\%$   | 54.00% |
| $9.25\% \leq \sigma_R(t_j) < 9.80\%$   | 51.00% |
| $9.80\% \leq \sigma_R(t_j) < 10.40\%$  | 48.00% |
| $10.40\% \leq \sigma_R(t_j) < 11.10\%$ | 45.00% |
| $11.10\% \leq \sigma_R(t_j) < 11.90\%$ | 42.00% |
| $11.90\% \leq \sigma_R(t_j) < 12.80\%$ | 39.00% |
| $12.80\% \leq \sigma_R(t_j) < 13.90\%$ | 36.00% |
| $13.90\% \leq \sigma_R(t_j) < 14.50\%$ | 32.00% |
| $14.50\% \leq \sigma_R(t_j) < 15.50\%$ | 28.00% |
| $15.50\% \leq \sigma_R(t_j) < 16.50\%$ | 24.00% |
| $16.50\% \leq \sigma_R(t_j) < 18.00\%$ | 20.00% |
| $18.00\% \leq \sigma_R(t_j) < 20.00\%$ | 15.00% |
| $20.00\% \leq \sigma_R(t_j) < 22.00\%$ | 10.00% |
| $22.00\% \leq \sigma_R(t_j) < 24.00\%$ | 5.00%  |
| $24.00\% \leq \sigma_R(t_j)$           | 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:

$$\begin{aligned}
 \text{Index}(t_j) = & \text{Index}(t_{j-1}) \\
 & \times \left( 1 - \frac{\text{Div}}{360} \times \Delta(t_{j-1}, t_j) + \text{PR}(t_{j-1}) \times \text{Return}_1(t_j) + (1 - \text{PR}(t_{j-1})) \right) \\
 & \times \text{Return}_2(t_j)
 \end{aligned}$$

where

$Index(t_{j-1})$  denotes the Index Value on the previous Index Calculation Day (before rounding)

$\frac{Div}{360} \times \Delta(t_{j-1}, t_j)$  denotes the pro rata Synthetic Dividend since the previous Index Calculation Day

with

"**Synthetic Dividend**" equals 2.1% p.a. referring to the Index Value on the respective previous Index Calculation Day

Div = 2.1%

$\Delta(t_{j-1}, t_j)$  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  $t_{j-1}$

$Return_1(t_j)$  denotes the performance of the Basket since the previous Index Calculation Day and is calculated as follows:

$$Return_1(t_j) = \frac{B(t_j) - B(t_{j-1})}{B(t_{j-1})}$$

$Return_2(t_j)$  denotes the performance of the Cash Component since the previous Index Calculation Day and is determined as follows:

$$Return_2(t_j) = \frac{P_{10}(t_j) - P_{10}(t_{j-1})}{P_{10}(t_{j-1})}$$

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 continues to exist 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.

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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 of 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 person or institution responsible 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 tracking 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 tracking 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, a Commodity 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,

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Index Event, Commodity 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 index, and 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 Fund 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 Fund 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 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 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 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;
- (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), 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

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- 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 Fund 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;
  - (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

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- 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 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.

**"Fund 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.

**"Fund 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.

**"Fund 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:

- (a) the cancellation of the calculation or publication of an Underlying Index or its replacement by its sponsor
- (b) 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;
- (c) 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.

**"Commodity Event"** with respect to the Basket Constituents which are Commodities means in the reasonable discretion (§ 315 BGB) of the Index Calculation Agent any of the following events occurring:

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- (a) the suspension or the restriction of the price determination of the Basket Constituent on the Reference Market or
- (b) the suspension or restriction of trading in a Derivative of the Basket Constituent on the Relevant Futures Exchange;
- (c) any changes in the Relevant Trading Conditions of the Basket Constituent that lead to a situation where as a result of the change, the changed trading conditions are no longer economically equivalent to the Relevant Trading Conditions prior to the change.

**"Relevant Trading Conditions"** mean with respect to the Basket Constituents which are Commodities

- (a) the method of price determination,
- (b) the trading conditions (in particular in terms of the quality, the quantity and the currency of trading) and
- (c) other value determining factors,

applicable on Relevant Exchange in respect of the Basket Constituent (together the "Relevant Trading Conditions"), unless otherwise provided in below provisions.

## **9. ADJUSTMENT OF THE CLOSING PRICES OF THE BASKET CONSTITUENTS**

If a Closing Price determined and published by the sponsor or the index calculation agent of an Underlying Index, the Reference Market of the commodity or the management company of an ETF, used for the calculation of the Index Value or for the implementation of the index weights by the Index Calculation Agent, is adjusted retrospectively, the Index Calculation Agent is allowed to re-evaluate the corresponding Index Value using the adjusted Closing Prices and use it for the Implementation; the Index Calculation Agent will implement the relevant adjustments in its reasonable discretion (§ 315 BGB). The Index Calculation Agent is going to publish the adjusted Index Value immediately.

## **10. 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.

## **11. 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 nor the Index Sponsor are 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.

## **7. DESCRIPTION OF THE EMERGING FOCUS STRATEGY INDEX**

The following Index Description outlines the key data for the Emerging Focus 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 Emerging Focus Strategy Index (the "**Index**") (WKN A2HAAS / ISIN DE000A2HAAS1) is an index created and designed by UniCredit Bank AG, Munich (the "**Index Sponsor**") that is compiled, calculated and published pursuant to the index rules (the "**Index Rules**") specified in this document (the "**Index Description**"). 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 "**Objective of the Index**").

### **Section A. - Definitions**

"**Auditor**" means PricewaterhouseCoopers, Société cooperative 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.

"**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.amundi-funds.com](http://www.amundi-funds.com) (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 AE-C (WKN A1C8QV / ISIN LU0552028184 / Bloomberg AEIDAEC 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.

"**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 institution licensed under § 32 of the German Banking Act (*Kreditwesengesetz*, KWG) and (ii) is



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

"**Index Start Date**" means 2 November 2017.

"**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 Value* of this Index Description.

"**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.

"**Investment Adviser**" means Amundi Asset Management S.A. (at the Index Start Date). 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 Amundi Luxembourg S.A., which manages the Reference Fund.

"**Money Market Investment**" means a hypothetical investment in cash and money market instruments from the European single 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  $t_{j-1}$ .

"**Reference Fund**" means Amundi Funds Equity Emerging Focus, a sub-fund of the open investment management company Amundi Funds, which has been founded as Société Anonyme and fulfils the requirements of a SICAV under the law of Luxembourg.

"**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.

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**"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](http://www.onemarkets.de) (or any successor site).

**"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).

**"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.

**"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  $t_{j-1}$ .

**" $t_j$ "** 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 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.

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<sub>j</sub>)**") is calculated by the Index Calculation Agent for each Index Valuation Date t<sub>j</sub> (where j = 1, 2, ...) after the Index Start Date in the Index Currency pursuant to the following formula:

$$\begin{aligned} \text{Index}(t_j) = & \text{Index}(t_{j-1}) \\ & \times \left[ 1 - \frac{F}{360} \times \Delta(t_{j-1}, t_j) + w(t_{j-1}) \times \text{Return}_1(t_j) + (1 - w(t_{j-1})) \right. \\ & \left. \times \text{Return}_2(t_j) \right] \end{aligned}$$

where the return of the Reference Fund since the previous Index Valuation Date t<sub>j-1</sub> (referred to as Return<sub>1</sub>(t<sub>j</sub>)) 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<sub>j-1</sub> (referred to as Return<sub>2</sub>(t<sub>j</sub>)) 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<sub>j-1</sub>)" denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date t<sub>j-1</sub>;

"Δ(t<sub>j-1</sub>, t<sub>j</sub>)" denotes the number of calendar days from Index Valuation Date t<sub>j-1</sub> (exclusive) to Index Valuation Date t<sub>j</sub> (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 in the Reference Portfolio is determined on each Index Valuation Date t<sub>j</sub> (where j = 0, 1, 2, ...) as follows ("**Dynamic Allocation**"):

Firstly, the Index Calculation Agent calculates the realised degree of variation (realised volatility) of the Reference Fund (σ<sub>R</sub>(t<sub>j</sub>)) 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<sub>j</sub> and ends with the second Index Valuation Date prior to the relevant Index Valuation Date t<sub>j</sub>. 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<sub>j</sub> (where j = 0, 1, 2, ...) 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.

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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":**

| <b>Realised volatility of the Reference Fund <math>\sigma_R(t_j)</math></b> | <b>Weighting <math>w(t_j)</math></b> |
|---|--------------------------------------|
| $\sigma_R(t_j) < 10.00\%$   | 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%                                  |
| $22.70\% \leq \sigma_R(t_j) < 25.00\%$                                      | 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,

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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
- 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. or b. and, as a result, the Index Sponsor receives a lower remuneration or no remuneration at all from the Management Company in relation to the holdings in the Reference Fund that it holds in its function as Hedging Party, the Index Calculation Agent will introduce a structuring fee on the return of the Fund Shares, i.e. the  $\text{Return}_1$  (as defined in *Section C. - I. Calculation of the Index Value* of this Index Description) is reduced by this structuring fee, as an annual percentage, 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 0.85% p.a. in the case of a Successor Index and, in the case of a Successor Reference Fund, is calculated as the difference between 0.85% p.a. and the expected reduced remuneration for holdings of the Successor Reference Fund expressed as an annual percentage. The Structuring Fee will not exceed 0.85% 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 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 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 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 (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 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 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 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;



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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 any other measure that has a diluting or concentrative effect on the theoretical value of a Fund Share 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 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 500 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. no notification of the bases of taxation for the Reference Fund is given that is 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 the future that is in accordance with the applicable provisions of the InvStG or a successor legislation, respectively;
- 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 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);

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- 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; whether this is the case shall be determined by the Index Sponsor in its reasonable discretion (§ 315 BGB);
- 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; 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, 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 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;



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- 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. 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.

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

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### **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:

- 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

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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.

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](http://www.onemarkets.de), the Reuters page .UCGREMFS and on Bloomberg under the ticker UCGREMFS 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.

## 8. 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](http://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“):

|  | <b>Instruments in the Cyclical Basket</b>                      | <b>Bloomberg</b> | <b>Reuters</b>  |
|--|--|------------------|-----------------|
| 1  | iShares STOXX Europe 600 Automobiles & Parts UCITS ETF         | SXAPEX<br>Equity | GY<br>SXAPEX.DE |
| 2  | iShares STOXX Europe 600 Basic Resources UCITS ETF             | SXPPEX<br>Equity | GY<br>SXPPEX.DE |
| 3  | iShares STOXX Europe 600 Chemicals UCITS ETF                   | SX4PEX<br>Equity | GY<br>SX4PEX.DE |
| 4  | iShares STOXX Europe 600 Construction & Materials UCITS ETF    | SXOPEX<br>Equity | GY<br>SXOPEX.DE |
| 5  | iShares STOXX Europe 600 Industrial Goods & Services UCITS ETF | SXNPEX<br>Equity | GY<br>SXNPEX.DE |
| <b>Instruments in the Defensive Basket</b> |  |                  |                 |
| 6  | iShares STOXX Europe 600 Food & Beverage UCITS ETF             | SX3PEX<br>Equity | GY<br>SX3PEX.DE |
| 7  | iShares STOXX Europe 600 Health Care UCITS ETF                 | SXDPEX<br>Equity | GY<br>SXDPEX.DE |

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|                        |   |                   |    |             |
|------------------------|---|-------------------|----|-------------|
| 8                      | iShares STOXX Europe 600 Oil & Gas UCITS ETF          | SXEPEX<br>Equity  | GY | SXEPEX.DE   |
| 9                      | iShares STOXX Europe 600 Telecommunications UCITS ETF | SXKPEX<br>Equity  | GY | SXKPEX.DE   |
| 10                     | iShares STOXX Europe 600 Utilities UCITS ETF          | SX6PEX<br>Equity  | GY | SX6PEX.DE   |
| <b>Parent Index</b>    |   |                   |    |             |
| 11                     | iShares STOXX Europe 600 UCITS ETF                    | SXXPIEX<br>Equity | GY | STOXXIEX.DE |
| <b>Cash Instrument</b> |   |                   |    |             |
| 12                     | DBX II EONIA - 1C                                     | XEON<br>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

|                               |  |
|-------------------------------|--|
| <b>"Ifo Business Climate"</b> | 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 ( <a href="http://www.cesifo-group.de">www.cesifo-group.de</a> ). 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. |
| <b>"Investment Period"</b>    | Each period between two consecutive Publication Dates of the Ifo Business Climate Index.   |
| <b>"Trading Day"</b>          | 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.  |
| <b>"Calculation Moment"</b>   | The moment immediately after the closing prices for all relevant Instruments have been disseminated on every Trading Day.  |
| <b>"Distributions"</b>        | Distributions are all income, dividends, interest, etc. paid on the Instruments.   |

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|                        |   |
|------------------------|---|
| "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"> <li>1. this Trading Day falls into the months February, May, August or November.</li> <li>2. for all other months: if there is a Need for Adjustment (as defined in Section 8) on the associated Selection Day.</li> </ol> |
| "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 $i \in \{1, \dots, 5\}$  |
| $B(t)$     | 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%

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$t_{adj}^{pre}$  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  $i^{\text{th}}$  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 ( $t_{adj}$ )

---

$N_B^{new}$  denotes number of units of the Parent Index immediately after the relevant Adjustment Moment ( $t_{adj}$ )

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|                 |   |
|-----------------|---|
| $N_C^{new}$     | denotes number of units of the Cash Instrument immediately after the relevant Adjustment Moment ( $t_{adj}$ )                         |
| $\omega_i^c$    | denotes the target weight of the $i$ -th Instrument in the Cyclical Basket as determined on the respective Selection Day, i.e. $T_k$  |
| $\omega_i^d$    | denotes the target weight of the $i$ -th Instrument in the Defensive Basket as determined on the respective Selection Day, i.e. $T_k$ |
| $\omega_B$      | 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, $\omega_c$ | Target Weight Defensive Basket, $\omega_d$ | Target Weight Parent Index, $\omega_B$ |
|------------------|-------|------------------|---|--|--|
| Cyclical Basket  |       | Cyclical Basket  | 100%                                      | 0%   | 0%                                     |
| Cyclical Basket  |       | Parent Index     | 50%                                       | 0%   | 50%                                    |
| Cyclical Basket  |       | Defensive Basket | 50%                                       | 50%  | 0%                                     |
| 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:

$$R_c = \frac{1}{3} \sum_{j=k-2}^k \cdot \sum_{i=1}^5 \frac{1}{5} \cdot \left( \frac{S_i^c(T_j)}{S_i^c(T_{j-1})} - 1 \right)$$

$$R_d = \frac{1}{3} \sum_{j=k-2}^k \cdot \sum_{i=1}^5 \frac{1}{5} \cdot \left( \frac{S_i^d(T_j)}{S_i^d(T_{j-1})} - 1 \right)$$

$$R_B = \frac{1}{3} \sum_{j=k-2}^k \left( \frac{B(T_j)}{B(T_{j-1})} - 1 \right)$$

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:

If  $\max\{R_c, R_d, R_B\} = R_c$ , the Feedback Signal allocates a Feedback Target Weight of 50% to the Cyclical Basket.

If  $\max\{R_c, R_d, R_B\} = R_d$ , the Feedback Signal allocates a Feedback Target Weight of 50% to the Defensive Basket.

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;

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- (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, 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;

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- (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;
- (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;

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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 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.

“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.



## 9. DESCRIPTION OF THE 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](http://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 institution licensed under § 32 of the German Banking Act (*Kreditwesengesetz*, KWG) and (ii) is

DESCRIPTION OF INDICES COMPOSED BY THE ISSUER OR BY ANY LEGAL ENTITY BELONGING TO THE SAME GROUP 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<sub>j</sub>)**" means the index value on the Index Valuation Date t<sub>j</sub>.

"**Index(t<sub>j-1</sub>)**" means the index value on the Index Valuation Date t<sub>j-1</sub>.

"**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<sub>j</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j</sub>.

"**NAV(t<sub>j-1</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-1</sub>.

"**NAV(t<sub>j-2</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-2</sub>.

"**NAV(t<sub>j-p-2</sub>)**" means the Net Asset Value of a Fund Share on Index Valuation Date t<sub>j-p-2</sub>.



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"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](http://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.

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<sub>j</sub>)**") is calculated by the Index Calculation Agent for each Index Valuation Date t<sub>j</sub> (where j = 1, 2, ...) after the Index Start Date in the Index Currency pursuant to the following formula:

$$\begin{aligned} \text{Index}(t_j) = & \text{Index}(t_{j-1}) \\ & \times \left[ 1 - \frac{F}{360} \times \Delta(t_{j-1}, t_j) + w(t_{j-1}) \times \text{Return}_1(t_j) + (1 - w(t_{j-1})) \right. \\ & \left. \times \text{Return}_2(t_j) \right] \end{aligned}$$

where the return of the Reference Fund since the previous Index Valuation Date t<sub>j-1</sub> (referred to as Return<sub>1</sub>(t<sub>j</sub>)) 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<sub>j-1</sub> (referred to as Return<sub>2</sub>(t<sub>j</sub>)) 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<sub>j-1</sub>)" denotes the weighting of the Reference Fund (as defined in *Section C. - II. Dynamic Allocation Rules* below), calculated for the Index Valuation Date t<sub>j-1</sub>;

"Δ(t<sub>j-1</sub>, t<sub>j</sub>)" denotes the number of calendar days from Index Valuation Date t<sub>j-1</sub> (exclusive) to Index Valuation Date t<sub>j</sub> (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 in the Reference Portfolio is determined on each Index Valuation Date t<sub>j</sub> (where j = 0, 1, 2, ...) as follows ("**Dynamic Allocation**"):

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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:

$$\sigma_R(t_j) = \sqrt{\frac{\sum_{p=0}^{19} \left( \text{Ln} \left[ \frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2}{19} - \frac{1}{20} \times \left( \sum_{p=0}^{19} \text{Ln} \left[ \frac{\text{NAV}(t_{j-p-2})}{\text{NAV}(t_{j-p-3})} \right] \right)^2} \times \sqrt{252}}$$

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":**

| <b>Realised volatility of the Reference Fund <math>\sigma_R(t_j)</math></b> | <b>Weighting <math>w(t_j)</math></b> |
|---|--------------------------------------|
| $\sigma_R(t_j) < 10.00\%$   | 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%                                  |
| $22.70\% \leq \sigma_R(t_j) < 25.00\%$                                      | 40%                                  |
| $25.00\% \leq \sigma_R(t_j) < 27.80\%$                                      | 36%                                  |
| $27.80\% \leq \sigma_R(t_j) < 31.30\%$                                      | 32%                                  |

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|  |     |
|--|-----|
| $31.30\% \leq \sigma_R(t_j) < 35.70\%$ | 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
- 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.

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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 Return<sub>1</sub> (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 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);

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- 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 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;

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- 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; 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:

$$\sigma_{EI}(t_j) = \sqrt{\frac{\sum_{p=0}^{29} \left( \ln \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2 - \frac{1}{30} \times \left( \sum_{p=0}^{29} \ln \left[ \frac{RIV(t_{j-p})}{RIV(t_{j-p-1})} \right] \right)^2}{29}} \times \sqrt{252}$$

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 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);



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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:

- 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.

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](http://www.onemarkets.de), the Reuters page .UCGRGLDO and on Bloomberg under the ticker UCGRGLDO Index (or a successor page).

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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.

**FORM OF FINAL TERMS****Final Terms**dated *[Insert]***UniCredit Bank AG***[Issue of]**[Increase of the offering size of]**[Admission to a regulated or equivalent market of]**[Insert title of the Securities]*(the "**Securities**")

under the

Base Prospectus for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) I of 11 March 2019

within the

**Euro 50,000,000,000****Debt Issuance Programme of  
UniCredit Bank AG**

*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 § 6 para. 3 of the German Securities Prospectus Act, at the date of the Base Prospectus (Wertpapierprospektgesetz, the "**WpPG**"). 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**") dated 11 March 2019 for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) I (the "**Base Prospectus**") and in any supplements to the Base Prospectus according to § 16 WpPG (the "**Supplements**").*

*The Base Prospectus, any Supplements and these Final Terms are available on *[Insert website(s)]* in accordance with § 14 WpPG. 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.*

***[The validity of the above mentioned Base Prospectus dated 11 March 2019, under which the Securities described in these Final Terms are issued, ends on 11 March 2020. From this point in time, these Final Terms are to be read together with the latest base prospectus for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) I of UniCredit Bank AG (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 11 March 2019. The latest base prospectus for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) I of UniCredit Bank AG will be published on [www.onemarkets.de/basisprospekte](http://www.onemarkets.de/basisprospekte) and on [www.investimenti.unicredit.it](http://www.investimenti.unicredit.it) (Info/Documentazione/Programmi di Emissione)] [●].]***<sup>17</sup>

*[An issue specific summary is annexed to these Final Terms.]*

<sup>17</sup> In case, the Final Terms are not prepared for a new issuance of the Securities but for the continuance of the public offer of previously issued securities.

**SECTION A – GENERAL INFORMATION****Issue Date and Issue Price:**

*Issue Date:* [*Insert issue date*] [The issue date of each Security is specified in § 1 of the Product and Underlying Data.]

*Issue Price:* [*Insert issue price*] [The issue price per Security is specified in §1of the Product and Underlying Data.] [The issue price per Security will be specified on [*Insert date*]. 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*] (or any successor website)] 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; no such expenses will be charged to the investor by the Issuer [or any Distributor].] [An upfront fee in the amount of [*Insert*] is included in the Issue Price] [*Insert details*]

[In the case of Securities being offered to Italian consumers, the following applies:

The Issue Price comprises the following commission[s]: [a structuring commission for the Issuer, equal to [*Insert amount*] per Security] [,] [and] [a placement commission for the Distributor, equal to [*Insert amount*] per Security] [,] [and other charges for the Issuer equal to [*Insert amount*] per Security].]

**Other commissions:**

[Not applicable] [A total commission and concession of up to [*Insert*]% may be received by the Distributors]. [*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 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 and Underlying Data.

**Product Type:**

[Twin-Win Garant Securities] [Win-Win Garant Securities] [Icarus Garant Securities] [Geoscope Securities] [Barrier Geoscope Securities] [Garant Basket Securities] [Garant Rainbow Securities] [Garant Performance Telescope Basket Securities] [Securities linked to Target Vol Basket Strategies] [Securities linked to Target Vol Strategies with Locally Floored/Capped Asian Out] [Securities linked to Target Vol Basket Strategies with Locally Floored/Capped Asian Out] [Telescope Securities linked to Target Vol Strategies<sup>1</sup>]

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<sup>1</sup> The Nominal Amount of Telescope Securities linked to Target Vol Strategy shall not be less the EUR 100,000.

**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 for the Securities to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading [within [Insert period of time] from the Issue Date] [with effect from [Insert expected date]] on the following markets: [Regulated market of the Luxembourg Stock Exchange] [Insert other market(s).]

[Application to listing will be made as of [Insert] on the following markets: [official list of the Luxembourg Stock Exchange] [Insert].]

[The estimated total expenses related to the admission to trading are [Insert total expenses].]

[If securities of the same class of the Securities admitted to trading are already admitted to trading on a regulated or an 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: [regulated market of the Luxembourg Stock Exchange] [Insert other relevant regulated or (an) 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][trading] [will be] [has been] made as of [Insert expected date] on the following [markets][multilateral trading facilities or other equivalent trading venues]: [Insert relevant market(s).]

[The Securities are already traded on the following [markets][multilateral trading facilities or other equivalent trading venues]: [Insert relevant 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 (an) equivalent market(s) or other market(s) or trading venue(s)], where the Securities are expected to be [listed][traded]. [The obligations of the Market Maker are regulated by the rules of [the markets organised and managed by] [Insert relevant regulated or (an) equivalent market(s) or other market(s) or trading venue(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 [Insert percentage]%.]

**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]

**Notification:**

The Federal Financial Supervisory Authority (the "**BaFin**") has provided to the competent authorities in Croatia, the Czech Republic, Hungary, Italy, Luxembourg, Poland and the Slovak Republic a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

**Terms and conditions of the offer:**

[Day of the first public offer: *[Insert the day of the first public offer]*.]

[Start of the new public offer: *[Insert Start of the new public offer]* [(continuance of the public offer of previously issued securities)] [(increase of previously issued securities)].]

[The Securities will [initially] be offered during a subscription period [, and continuously offered thereafter] (the "**Offer Period**").

[Subscription period: *[Insert first day of subscription period]* – *[Insert last day of subscription period]* [(*[Insert]* [p.m.] [a.m.] *[Insert]* local time)].]

*[In the case of Securities being offered to Italian consumers, the following applies:*

[Subscription orders are irrevocable [,] [except for provisions [in respect to the "door to door selling", in relation to which the subscription orders will be accepted starting from *[Insert first day of subscription period]* to *[Insert last day of door to door subscription period]*] [and] [in respect to the "long distance technique selling", in relation to which subscription orders will be accepted starting from *[Insert first day of subscription period]* to *[Insert last day of long distance technique selling subscription period]*] – unless closed in advance and without previous notice –] and will be satisfied within the limits of the maximum number of Securities on offer.]

The Securities can be placed by the relevant Distributor through ["door to door selling" (through financial sales agents, pursuant to the articles 30 and 31 of the Italian Legislative Decree 24 February 1998, n. 58)] [or] ["long distance technique selling" (pursuant to the article 67-duodecies, Par. 4 of the Italian Legislative Decree 6 September 2005, n. 206)]. Therefore, the effects of the subscription agreements will be suspended [for seven days, with reference to those "door to door selling" [,] [and] [for fourteen days, with reference to "long distance technique selling"], from the date of the subscription by the investors. Within such terms, the investor can withdraw by means of a notice to the financial promoter or the Distributors without any liability, expenses or other fees according to the conditions indicated in the subscription agreement.]

[A public offer will be made in [Croatia][,] [and] [the Czech Republic][,] [and] [Hungary][,] [and] [Italy][,] [and] [Luxembourg][,] [and] [Poland][,] [and] [the Slovak Republic].]

[The smallest transferable [unit][amount] is *[Insert]*.]

[The smallest tradable [unit][amount] is *[Insert]*.]

The Securities will be offered to [qualified investors][,] [and/or] [retail investors] [and/or] [institutional investors] [by way of [a private placement] [a public offering]] [by financial intermediaries].

[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 or withdrawn by the Issuer at any time without giving any reason.]

[No public offer will take place. The Securities shall be admitted to a regulated or equivalent market.]

[The effectiveness of the offer is subject to the adoption of the admission provision for trading by *[insert market(s) or trading venue(s)]* prior to the Issue Date. The Issuer undertakes to request the admission to trading on *[insert market(s) or trading venue(s)]* in time for the adoption of the admission provision by the Issue Date.]

[The Securities will be underwritten *[with a firm commitment basis]* *[without a firm commitment basis]* *[under best efforts arrangements]* by the following Distributor[s]: *[Insert Distributor[s].]* *[Insert percentage]*% of the issue is not underwritten.] [The *[underwriting]* *[subscription]* agreement *[is]* *[will be]* dated as of *[Insert date].]*

[The Distributor is *[insert name and details]*].

The *[Issuer]* *[relevant Distributor]* *[insert other]* is the intermediary responsible for the placement of the Securities (*Responsabile del Collocamento*), as defined in article 93-bis of the Italian Legislative Decree 24 February 1998, n. 58 (as subsequently amended and supplemented).

No specific allocation method is established. Subscription requests shall be satisfied by the relevant office in a chronological order and within the limits of the available amount.]

### **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 *[Croatia][,]* *[and]* *[the Czech Republic][,]* *[and]* *[Hungary][,]* *[and]* *[Italy][,]* *[and]* *[Luxembourg][,]* *[and]* *[Poland][,]* *[and]* *[the Slovak Republic].]*

*[In the case of an individual consent the following applies:*

The Issuer consents to the use of the Base Prospectus by the following financial intermediaries (so-called individual consent):

*[Insert name(s) and address(es)].*

Individual consent for the subsequent resale or final placement of the Securities by the financial intermediar[y][ies] is given in relation to *[Croatia][,]* *[and]* *[the Czech Republic][,]* *[and]* *[Hungary][,]* *[and]* *[Italy][,]* *[and]* *[Luxembourg][,]* *[and]* *[Poland][,]* *[and]* *[the Slovak Republic]* to *[Insert name[s] and address[es]]* *[Insert details].]*

[The Issuer's consent to the use of the Base Prospectus is subject to the condition that (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 has not been revoked.]

[In addition, the Issuer's content to the use of the Base Prospectus is 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.]

[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.]

**Interest of Natural and Legal Persons involved in the Issue/Offer:**

[With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on the [Insert relevant regulated or other equivalent market(s)] [insert relevant multilateral trading facility or other trading venues] [;].] [moreover] [[T][t]he [Insert relevant regulated or other equivalent market(s)] [insert relevant multilateral trading facility or other trading venues] is organized and managed by [Insert name], a company in which UniCredit S.p.A. – the Holding Company of UniCredit Bank AG as the Issuer – has a stake in.] [The Issuer is also [the arranger] [and] [the Calculation Agent] [and] [the Paying Agent] of the Securities.] [The Issuer or one of its affiliates acts as [index sponsor][,] [index calculation agent][,] [index advisor] [or] [index committee].]

[Not applicable]

**Additional information:**

[Insert additional provisions]<sup>2</sup>

[Not applicable]

**SECTION B – CONDITIONS**

**Part A - General Conditions of the Securities**

[In case of non-consolidated General Conditions, complete relevant placeholders and specify relevant options:

**Form, Clearing System, Custody, Waiver Right**

|                           |  |
|---------------------------|--|
| Governing law:            | [German law (Option 1 of the General Conditions is applicable)]<br>[Italian law (Option 2 of the General Conditions is applicable)]  |
| Type of the Securities:   | [Notes]<br>[Certificates]  |
| [Form:                    | [The Securities are represented by a global note without interest coupons] [in dematerialized registered form (book entry)]  |
| Book Entry:               | [Applicable]<br>[Not applicable]   |
| Principal Paying Agent:   | [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] |
| Calculation Agent:        | [UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany]<br>[Insert name and address of other calculation agent]  |
| Clearing System, Custody: | [CBF]<br>[CBL and Euroclear Bank]<br>[Euroclear France]  |

[Euroclear Bank]

[Monte Titoli S.p.A.]

[insert other Clearing System ]

Waiver Right: [Applicable] [Not applicable]

]

[General Conditions designated as "*in the case of Securities governed by German law, insert:*" shall apply.]

[General Conditions designated as "*in the case of Securities governed by Italian law, insert:*" shall apply.]

[In case of consolidated General Conditions, insert the relevant Option of the "General Conditions" (including relevant options contained therein) and complete relevant placeholders]

**Part B - Product and Underlying Data**

[Insert "Product and Underlying Data" (including relevant options contained therein) and complete relevant placeholders]

**Part C - Special Conditions of the Securities**

[Insert the relevant Option of the "Special Terms and Conditions of the Securities" (including relevant options contained therein) and complete relevant placeholders]

UniCredit Bank AG

**FORM OF WAIVER NOTICE**

The form of Waiver Notice is applicable for Securities which shall be admitted to trading on an Italian regulated or unregulated market:

**FORM OF WAIVER OF EXERCISE**

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(Name of Securities and ISIN)

To: **UniCredit Bank AG**

Facsimile: [+ 39 02 49535357][insert]

Failure properly to complete this waiver of exercise or to submit a substantially similar form of waiver of exercise shall result in the waiver of exercise being treated as null and void.

**PLEASE USE BLOCK CAPITALS**

**1. Details of Holder(s) of the Securities**

Name:

Address:

Facsimile:

Telephone:

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**Details of Tranche of Securities**

The Tranche of Securities to which this waiver of exercise relates:

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**Waiver of Automatic Exercise**

I/We, being the holder of the Securities referred to below forming part of the above Tranche of Securities, hereby waive the automatic exercise of such Securities in accordance with the Conditions thereof.

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**Number of Securities**

The number of Securities is as follows:

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**Dated**

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**Signed**

## 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 Croatia, Czech Republic, Hungary, Italy, 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 Croatia, Czech Republic, Hungary, Italy, 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

The European Commission has issued a draft directive (the "**Commission Proposal**") for a common system of financial transaction tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). However, Estonia decided not to take part in the discussions anymore. Luxembourg decided not to participate in the Commission proposal.

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 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 Member States might propose changes or cancel their participations.

Besides a possible FTT, France and Italy have already introduced its own financial transaction tax.

Investors are advised to seek professional advice regarding financial transaction taxes.

### ***Italian Financial Transaction Taxes***

In 2012, the Italian Parliament has passed the law on Italian Financial Transaction Tax (IFTT) "Law no. 228/2012". Effective since 1 March 2013, the acquisition of

- Stocks of Italian limited companies whose capitalization exceeds EUR 500 million and
- other equity instruments of these public limited companies (this includes e.g. DRs<sup>20</sup>)

is taxable. The tax is payable for the relevant products regardless of the transaction location or the legal seat of the parties involved.

According to the law, the taxation of derivatives is carried out since 1 September 2013. Concerning derivatives the IFTT arises for both contracting parties (buyer- and seller-party).

### **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.

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<sup>20</sup> So-called Depository Receipts or Global Depository Receipts. These certificates representing ownership of a stored stock.

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 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 worldwide 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 of 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 the 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 in 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***

##### ***Withholding tax***

Withholding tax on interest or other similar payments may be applicable under the law of jurisdiction where the Issuer is a tax resident. If the tax treaty between the Czech Republic and the jurisdiction where the Issuer is a tax resident is in place, the right to deduct the withholding tax and the tax rate is also governed by it. Accordingly, the taxpayer is entitled to credit the foreign withholding tax against the Czech tax liability (on his/her worldwide tax liability).

A separate tax base may be applicable for legal entities under certain circumstances. In general, the income such as profit shares (dividends), settlement share or similar earnings received from abroad are taxed in the separate tax base for the corporate income tax purposes.

#### ***(c) Disposing of Securities***

Capital gains (the difference between the sale price and the acquisition price) are subject to income tax in the Czech Republic. Expenses relating to acquisition and sale of the Securities may decrease the tax base.

The income from sale of the securities is tax free for an individual if either (i) the income from the sale of securities does not exceed CZK 100,000 for the taxable period 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.

### ***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). Generally, they are not liable for tax

payments in the Czech Republic on income from securities. However, as special cases may arise, these should be determined on a case by case basis.

## **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***

#### ***Private individuals***

##### *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.**

**Italy**

*This section contains a brief summary on tax implications related to the Securities for Italian tax laws purposes. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with particular situations which may be of relevance for specific potential investors. It is based on the currently valid Italian tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation as of the date of this Base Prospectus, all of which may be amended from time to time. Such amendments may also be effected with retroactive effect and may negatively impact the tax consequences described below. Potential purchasers of the Securities should consult with their legal and tax advisors to check tax implications of their possible investment in the Securities.*

*This section does not constitute a tax advice and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.*

**Tax Treatment of the Securities**

*Interest and other proceeds - Securities that qualify as "obbligazioni o titoli similari alle obbligazioni" (bonds)*

For income tax purposes, debentures similar to bonds are defined as securities that incorporate an unconditional obligation to pay, at maturity, an amount not less than their nominal value (i.e., the issuer is legally obliged to reimburse the principal amount to the bond holder) and that do not give any right to directly or indirectly participate in the management of the relevant issuer or of the business in relation to which they are issued. Pursuant to Legislative Decree No. 239 of April 1, 1996 ("**Decree No. 239**"), as amended and restated, and pursuant to Art. 44 paragraph 2(c) of Presidential Decree No. 917 of December 22, 1986 ("**Decree No. 917**"), as amended and restated, in general, interest and other proceeds (including the difference between the redemption amount and the issue price) in respect of securities that qualify as bonds or debentures similar to bonds and that are issued by a non-Italian resident issuer may be subject to final Italian substitutive tax if owed to beneficial owners resident in Italy for tax purposes, depending on the legal status of the beneficial owners.

*Italian Resident Security Holders Applicability of Substitutive Tax*

In particular, pursuant to Decree No. 239, as amended and restated, payments of interest and other proceeds in respect of securities that qualify as "bonds" to Italian resident beneficial owners (either when interest and other proceeds are paid or when payment thereof is obtained by a beneficial owner on a transfer of Securities) will be subject to final substitutive tax at a rate of 26.0% in Italy if made to Italian resident beneficial owners that are: (i) private individuals holding Securities not in connection with an entrepreneurial activity (unless they have entrusted the management of their financial assets, including the Securities, to an Italian authorised financial intermediary and have opted for the *Risparmio Gestito* regime ("**Asset Management**" regime) provided for by Article 7 of Legislative Decree No. 461 of November 21, 1997 ("**Decree No. 461**")); (ii) Italian resident non-commercial partnerships; (iii) public and private entities, other than companies, not carrying out commercial activities as their exclusive or principal activity; (iv) entities exempt from corporate income tax.

In case the Securities are held by an individual or by an entity indicated above under (iii), in either case in connection with an entrepreneurial activity, interest and other proceeds relating to the Securities will be subject to the substitutive tax and will be included in the relevant beneficial owner's income tax return. As a consequence, the interest and other proceeds will be subject to the ordinary income tax and the substitutive tax may be recovered as a deduction from the income tax due. The 26.0% substitutive tax will be applied by the Italian resident qualified financial intermediaries as defined by Italian law that

will intervene, in any way, in the collection of interest and other proceeds on the Securities or in the transfer of the Securities.

If interest and other proceeds on the Securities are not collected through an Italian resident qualified intermediary as defined by Italian law and as such no substitutive tax is levied, the Italian resident beneficial owners listed above under (i) to (iv) will be required to include interest and other proceeds in their yearly income tax return and subject them to final substitute tax at a rate of 26.0%, unless an option is allowed and made for a different regime.

#### *Italian Resident Security Holders Substitutive Tax Not Applicable*

Pursuant to Decree No. 239, as amended and restated, payments of interest and other proceeds in respect of Securities that qualify as 'bonds' to Italian resident beneficial owners will not be subject to the substitutive tax at the rate of 26.0% if made to beneficial owners that are: (i) Italian resident individuals holding Securities not in connection with entrepreneurial activity who have entrusted the management of their financial assets, including the Securities, to an Italian authorised financial intermediary and have opted for the *Asset Management* regime; (ii) Italian resident collective investment funds, SICAVs and SICAFs (the "**Italian Resident Undertaking for Collective Investment**") and pension funds referred to in Legislative Decree No. 124 of April 21, 1993; (iii) Italian resident real estate investment funds; (iv) Italian resident corporations or permanent establishments in the Republic of Italy of non-resident corporations to which the Securities are effectively connected; (v) Italian resident partnerships carrying out a commercial activity to which the Securities are effectively connected; or (vi) public and private entities, other than companies, carrying out commercial activities and holding Securities in connection with the same commercial activities.

If the Securities are part of an investment portfolio managed on a discretionary basis by an Italian authorised intermediary and the beneficial owner of the Securities has opted for the *Asset Management* regime, the annual substitute tax at a rate of 26.0% (the "**Asset Management Tax**") applies on the increase in value of the managed assets accrued, even if not realised, at the end of each tax year (such increase includes interest and other proceeds accrued on Securities). The *Asset Management Tax* is applied on behalf of the taxpayer by the managing authorised intermediary.

Interest and other proceeds accrued on the Securities held by Italian resident corporations, commercial partnerships, individual entrepreneurs holding the Securities in connection with entrepreneurial activities or permanent establishments in Italy of non-resident corporations to which the Securities are effectively connected, are included in the taxable base for the purposes of: (i) corporate income tax (*imposta sul reddito delle società*, "**IRES**") at 24% or (ii) individual income tax (*imposta sul reddito delle persone fisiche*, "**IRPEF**"), at progressive rates ranging from 23.0% to 43.0%, plus local surcharges, if applicable; under certain circumstances, such interest is included in the taxable basis of the regional tax on productive activities (*imposta regionale sulle attività produttive*, "**IRAP**"), at a general rate of 3.9% (regions may vary the rate up to 0.92%).

Italian Resident Undertakings for Collective Investment are not subject to tax on accrued interest and other proceeds, unless provided by specific provisions of law. In such cases, withholding taxes are applied as final withholding taxes. In particular, pursuant to Article 73, paragraph 5-quinquies, of Decree No. 917, Italian Resident Undertakings for Collective Investment are considered as a taxable person for IRES purposes, though the income realised (with only few exceptions) is exempt from taxation.

Italian resident pension funds are subject to an 20% annual substitutive tax (the "**Pension Fund Tax**") in relation to the increase in value of the managed assets accrued at the end of each tax year.

Any positive difference between the nominal amount of the Securities and their issue price is deemed to be interest for tax purposes. To ensure payment of interest and other proceeds in respect of the Securities without application of the substitutive tax, where allowed, investors indicated here above under (i) to (vi) must be the beneficial owners of payments of interest and other proceeds on the Securities and timely deposit the Securities, together with the coupons relating to such Securities, directly or indirectly, with an Italian authorised financial intermediary as defined by Italian law.

#### *Non-Italian Resident Security Holders*

Interest and other proceeds paid on Securities by the non-Italian resident Issuer to a beneficial owner who is not resident in Italy for tax purposes, without a permanent establishment in Italy to which the

Securities are effectively connected, should not be subject to any Italian taxation. In any case an Italian resident bank or intermediary, as defined by Italian law, intervenes in the payment of interest and other proceeds on the Securities, to ensure payment of interest and other proceeds without application of Italian taxation a non-Italian resident Security Holder may be required to produce to the Italian bank or other intermediary as defined by Italian law a self-declaration certifying to be the beneficial owner of payments of interest and other proceeds on the Securities and not to be resident in Italy for tax purposes.

*Tax treatment of Securities that do not qualify as bonds'*

The following applies to Securities containing a derivative agreement (or similar mechanism) in the relevant terms and conditions.

Securities whose proceeds (a) do not qualify as proceeds from bonds (*'obbligazioni'*) or debentures similar to bonds (*'titoli similari alle obbligazioni'*) pursuant to Art. 44 of the *TUIR*, but (b) qualify as *Redditi diversi* (sundry income) pursuant to Article 67 of Decree No. 917 may fall under the joint provisions of Article 67 Decree No. 917 and Article 5 of Decree No. 461, and further amendments thereof, according to which, proceeds and capital gains, arising from both the exercise and the sale for money consideration of the Securities, are subject to the substitutive tax of 26.0%. Charges and capital losses arising from the exercise and the sale of the Securities are deductible in accordance with the modalities indicated below; premiums paid on the Securities contribute to create the income of the financial year in which the Securities are exercised or alienated.

**Capital Gains Tax**

Any capital gains realised by Security Holders that are (a) Italian resident corporations; (b) Italian resident commercial partnerships; (c) permanent establishments in Italy of foreign corporations to which the Securities are effectively connected; or (d) Italian resident individuals carrying out a commercial activity, as to any capital gains realised within the scope of the commercial activity carried out, upon the sale for consideration or redemption of the Securities will be treated for the purpose of IRES and of IRPEF as part of the taxable business income of Security Holders (and, in certain cases, depending on the status of the Security Holders, may also be included in the taxable basis of IRAP), and it will, therefore, be subject to tax in Italy according to the relevant tax provisions.

*Italian Resident Security Holders*

Pursuant to Decree No. 461, any capital gains realised by Italian resident individuals holding Securities not in connection with entrepreneurial activity and certain other persons<sup>21</sup> upon the sale for consideration or redemption of the Securities would be subject to a "substitutive tax" at the current rate of 26.0%. Under the tax declaration regime, which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in entrepreneurial activity, the "substitutive tax" on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss. These individuals must report overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax declaration to be filed with the Italian tax authorities for such year and pay the "substitutive tax" on such gains together with any balance on income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individual Security Holders not in connection with entrepreneurial activity may elect to pay the "substitutive tax" separately on capital gains realised on each sale or redemption of the Securities (the *Risparmio Amministrato* regime or "**Managed Portfolio**" regime). Such separate taxation of capital gains is allowed subject to: (i) the Securities being deposited with Italian banks, *società di intermediazione mobiliare* (SIM) or certain authorised financial intermediaries; and (ii) an express election for the Managed Portfolio regime being made promptly in writing by the relevant Security Holder. The financial intermediary, on the basis of the information provided by the taxpayer, accounts for the "substitutive tax" in respect of capital gains realised on each sale or redemption of Securities (as well as in respect of capital gains realised at the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from proceeds

<sup>21</sup> Such as Italian resident non-commercial partnerships; public and private entities, other than companies, not carrying out commercial activities as their exclusive or principal activity.

to be credited to the Security Holder. Under the Managed Portfolio regime, where a sale or redemption of Securities results in capital loss, such loss may be deducted from capital gains subsequently realised in the same tax year or in the following tax years up to the fourth year.

Any capital gains realised by Italian resident individuals holding Securities not in connection with entrepreneurial activity who have elected for the Asset Management regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to the substitutive tax at the current rate of 26.0% to be applied on behalf of the taxpayer by the managing authorised financial intermediary.

Any capital gains realised by Security Holders who are Italian Resident Undertakings for Collective Investments are not subject to tax. Any capital gains realised by Security Holders who are Italian resident pension funds will be included in the computation of the taxable basis of Pension Fund Tax.

#### *Non-Italian Resident Security Holders*

The 26.0% final "substitutive tax" may in certain circumstances be payable on capital gains realised upon sale for consideration or redemption of Securities by non-Italian resident persons or entities without a permanent establishment in Italy to which the Securities are effectively connected, if the Securities are held in Italy. However, even if the Securities are held in Italy and regardless of the provisions set forth by any applicable double taxation treaty, pursuant to Article 23 of Decree No. 917, any capital gains realised, by non-Italian residents without a permanent establishment in Italy to which the Securities are effectively connected, through the sale for consideration or redemption of Securities are exempt from taxation in Italy to the extent that the Securities are listed on a regulated market in Italy or abroad<sup>22</sup> and in certain cases subject to filing of required documentation. In case the Securities are not listed on a regulated market in Italy or abroad (1) as to capital gains realised by non-Italian resident of the Securities with no permanent establishment in Italy to which the Securities are effectively connected are exempt from the substitutive tax in Italy on any capital gains realised upon sale for consideration or redemption of the Securities if (a) they are beneficial owners resident, for tax purposes, in a country which recognizes the Italian tax authorities' right to an adequate exchange of information, the so called "white list" or (b) non-Italian foreign institutional investors established in a "white list" country. (2) In any event, non-Italian resident persons or entities without a permanent establishment in Italy to which the Securities are effectively connected that may qualify for applicability of benefit from a double taxation treaty with Italy, providing that capital gains realised upon the sale or redemption of the Securities are to be taxed only in the country of tax residence of the recipient, will not be subject to the "substitutive tax" in Italy on any capital gains realised upon sale for consideration or redemption of Securities.

#### *Atypical securities*

According to the provisions of the Conditions of the Securities, it is possible that Securities may be qualified as 'atypical' securities pursuant to Article 5 of Law Decree No. 512 of 30 September 1983 as implemented by Law No. 649 of 25 November 1983. In this event, payments relating to Securities may be subject to an Italian withholding tax, levied at the rate of 26.0%.

The withholding tax is levied by the Italian intermediary appointed by the Issuer, intervening in the collection of the relevant income or in the negotiation or repurchasing of the Securities.

#### *Inheritance and Gift Taxes*

The transfer by inheritance or gift of the Securities is subject to the inheritance and gift tax at the following rates: (i) 4% if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer to each beneficiary is subject to taxation on the value (if any) exceeding Euro 1,000,000; (ii) 6% if the transfer is made to brothers and sisters; in this case, the transfer to each beneficiary is subject to taxation on the value (if any) exceeding Euro 100,000; (iii) 6% if the transfer is made to relatives up to the fourth degree, to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree; and (iv) 8% in all other cases. If the transfer is made in

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<sup>22</sup> Financial markets of OECD countries compliant with relevant regulatory provisions adopted by the competent authorities of the country of establishment.

favour of persons with severe disabilities, taxation will apply only on the value (if any) of the transaction exceeding Euro 1,500,000.

### ***Tax Monitoring Obligations***

Italian resident individuals, partnerships (other than *società in nome collettivo*, *società in accomandita semplice* or similar partnerships) not carrying out commercial activities, not commercial trusts, professional associations and public and private entities, other than companies, not carrying out commercial activities will be required to report in their yearly income tax return ("**MODELLO REDDITI**" Persone fisiche, RW section), for tax monitoring purposes, the amount of Securities (and of other investments held abroad and foreign financial assets generating foreign source income taxable in Italy) directly or indirectly held (*i.e.* when the above-mentioned subjects qualify as the beneficial owner of the Securities) over each tax year. This also is the case if at the end of the tax year the Securities (or other investments held abroad and foreign financial assets generating foreign source income taxable in Italy) are no longer held by the above-mentioned subjects. The above subjects will however not be required to comply with the above reporting requirements in respect of Securities deposited for management or administration with qualified Italian financial intermediaries as defined by Italian law and in respect of contracts entered into through the intervention of financial intermediaries, upon condition that the items of income derived from the Securities are collected through the intervention of and subject to withholding tax or substitute tax levied by the same financial intermediaries.

### ***Stamp duty and Tax on financial activities held abroad***

The extended stamp duty on all kind of financial activities ("**Stamp Duty**") is applicable on all kind of financial assets, including the Securities held with the intervention of Italian financial intermediaries. The tax is levied at 0.2% rate (with a limit up to Euro 14,000 for holders different from individual) on the fair market value or, if failing, on the book or redemption value as at 31 December of each year. Stamp Duty is generally applied by the Italian financial intermediary, if such entity intervene in the administration/management of the Securities. The tax on financial activities held abroad (so called "**IVAFE**") is applicable on the value of financial assets held abroad Italy by Italian tax resident individuals without the intervention of Italian financial intermediaries. The tax is applied at a rate equal to 0.2%, on the fair market value as at 31 December of each year. IVAFE should be applicable in case the financial activities do not fall within the Stamp Duty scope. The tax is calculated, disclosed in the yearly tax return and paid by the individual directly.

### ***Transfer tax***

The Law no. 228 as of December 24, 2012 introduced a stamp duty on certain financial transactions (the "**Tobin Tax**"). In general terms the Tobin Tax applies to transactions, even if executed abroad, involving shares, bonds converted in shares and equity financial instruments issued by both listed and non-listed companies resident in Italy and derivatives substantially underlying such securities. Tobin Tax is applied at a rate of 0.2% on transaction regarding shares and other participating instruments issued by Italian resident companies. The tax rate is reduced down to 0.1% if the transfer is executed on regulated financial markets or through multilateral negotiation systems. Tobin Tax on transactions in derivative financial instruments shall be due in a fixed amount (ranging from Euro 0.01875 to Euro 200 depending on both the typology and the notional value of the instrument) and is payable by both the counterparties to the transaction, regardless of their place of residence and the place where the transactions have been executed.

## **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 the 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**

*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 below information 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 a Polish tax resident***

#### ***Personal income tax in Poland***

According to the Personal Income Tax Act dated 26 July 1991, as amended (the "**PIT Act**") 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 year (Article 3 Section 1 and 1a of the PIT Act).

Natural persons, if they do not reside in the territory of the Republic of Poland, are liable to pay tax only on income (revenue) earned in the territory of the Republic of Poland (limited tax liability - Article 3 Section 2a of the PIT Act). As per Article 3 Section 2b of the PIT Act). Income (revenues) gained in the Republic of Poland by tax non-resident persons includes, among others, income (revenues) from:

- 1) work performed in the territory of Poland based on a service relationship, employment relationship, outwork system and co-operative employment relationship, irrespective of the place where remuneration is paid;
- 2) activity performed in person in the territory of Poland irrespective of the place where remuneration is paid;
- 3) economic activity pursued in Poland, including through a foreign establishment located in Poland;
- 4) 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;
- 5) 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;
- 6) 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;
- 7) 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.

These principles apply without prejudice to double taxation treaties entered into by Poland (Article 4a of the PIT Act). 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".

### *Withholding Tax on Interest Income*

According to Article 30a of the PIT Act, income from interest, including discounts, derived by a Polish tax resident individual does not cumulate with general income subject to the progressive tax rate but is subject to a 19% flat rate tax. The tax is generally due upon receipt of interest.

With respect to Polish tax residents, in most double tax treaties, withholding tax imposed outside Poland could be deducted from the Polish tax liability up to an amount equal to the tax paid abroad, but not greater than 19% tax on the interest amount. Particular double tax treaties can provide other methods of avoiding double taxation. However, to benefit from relevant tax treaty deductions or exemptions, a Polish tax resident must provide the interest payer with valid certificate of his/her tax residency.

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.

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.

Payments resulting from securities could be subject to EU withholding tax pursuant to European Council Directive 2003/48/EC (the "**Savings Directive**"), if they are paid out by an Austrian paying agent to a natural person who has his or her domicile in Poland, unless certain disclosures are made regarding a given individual.

### *Income from Capital Investments*

Income other than interest derived by an individual who is a Polish tax resident from financial instruments, which are held as non-business assets, should in principle qualify as capital income according to Article 17 of the PIT Act. Such income (i.e. the difference between the sale price and the acquisition cost) derived from the sale of financial instrument prior to their maturity, does not cumulate with the general income subject to the progressive tax scale but is subject to a 19% flat rate tax. In principle taxable income on sale of securities arises at the moment when ownership is transferred to the purchaser. The payment receipt date has no influence on the tax point. The costs of acquiring the financial instruments are recognized at the time the revenue from their disposal is achieved.

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 tax rulings in Poland. Thus, it should be determined on the case by case basis.

In principle, revenue from the disposal of derivatives and the exercising of rights attached thereto is subject to the capital gain tax (under Article 17 of the PIT Act) levied at flat rate tax of 19% (under Article 30b of the PIT Act). Revenue under the exercise of rights attached to derivatives shall arise as at the moment of exercise of the rights. Please note that as of 1 January 2019 additional

tax at 4% will be applied in case the cumulative income of the individual person derived under art. 27, art. 30b and art. 30c of PIT law exceeds in a tax year the threshold of PLN 1 000 000.

Under Article 23.1(38a) of the PIT Act, any expenses incurred in relation to the acquisition of financial derivatives may be tax deductible not earlier than on the date 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.

Additionally, if no tax is withheld by a tax remitter, after the end of a tax year, a taxpayer must, in the annual tax return, report income earned in said tax year from disposal of securities or derivatives and income from the exercising of rights attached thereto, and calculate the income tax due.

If an individual holds securities as a Polish business asset, in principle, the income should be taxed in the same way as other business income. The tax, at the 19% flat rate, or the 18% to 32% progressive tax rate depending on the choice of the taxpayer and whether the taxpayer is able to meet certain conditions, should be settled by the individual himself/herself. It should be noted that in some cases Polish tax authorities categorized income related to realization or sale of financial instruments as capital gains of an individual (art. 17 of PT Act) and not as income related to business activity. In such case gains/losses realized in connection with the realization of sale of financial instruments should be declared separately from the gains/losses realized in connection with regular business activity.

A sale of shares/securities may, as a rule, be subject to a tax on civil law transactions at 1% of the market value of the instruments sold, unless, for instance, conducted through a brokerage house. The tax on civil law transaction should be settled by the purchaser.

Furthermore, individuals who have their habitual residence in Poland or Polish citizenship are subject to Polish inheritance and donation tax on the transfer of securities by way of either inheritance or donation. The tax rates depend on the valuation of the securities transferred and the relationship between the testator/donor and the inheritor/grantee. The inheritance and donation tax law provides certain exemptions and thresholds for lower tax rates (for example, in certain situation it may be possible to apply a tax exemption for disposals between the closest relatives such as children, parents, spouses, subject to the notification sent to the tax authority in due time).

Amounts denominated in a foreign currency should be converted into Polish currency pursuant to article 11a of the PIT Act.

### ***Corporate tax resident in Poland***

According to the Corporate Income Tax dated 15 February, 1992, as amended (the "**CIT Act**") Polish corporate income 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, irrespective of the place where they are earned. Effective from 1 January 2014, also limited joint-stock partnerships are Polish Corporate Taxpayers (article 1 section 1, 2 and 3 of the Polish CIT Act).

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 CIT Act).

Income (revenues) gained in the Republic of Poland by non-resident tax entities must include, in particular, income (revenues) from:

- 1) all types of activity pursued in the Republic of Poland through a foreign permanent establishment located in the Republic of Poland;
- 2) 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 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;
- 3) 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;
- 4) 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.

In principle, corporate income taxpayers will be subject to 19% income tax with respect to securities (both on any capital gain and on interest/discount) following the same principles as those which apply to any other income received from business activity. As of 1 January 2018, income from general business activity of a taxpayer is taxed separately from income from capital gains that are listed in Article 7b of the CIT Act. Small corporations, i.e. newly registered corporate income tax taxpayers or existing taxpayers where their gross revenue does not exceed EUR 1,200,000, as of 1 January 2019 are subject to a reduced tax rate of 9%. The 9% tax rate will not hover relate to taxation of capital gains. Typical investments funds or equivalent entities may apply for a tax exemption.

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, is subject to varying tax rulings in Poland. Thus it should be determined on a case by case basis.

As a rule, for Polish income tax purposes, interest is recognized as revenue on a cash basis, i.e., when it is received and not when it has accrued. In principle, taxable income on the sale of securities arises at the moment when ownership is transferred to a purchaser. The payment receipt date has no influence on the tax point. Revenue under the exercise of rights attached to derivatives occurs at the moment of exercise of the rights.

With respect to capital gains, the cost of acquiring securities will be recognized at the time revenue is achieved. Any expenses incurred in relation to the acquisition of financial derivatives may be tax deductible, not earlier than at the date 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.

A tax loss may be used to reduce other earnings subject to CIT for the five consecutive taxable years (however no more than 50% in any given year). Since 2018, tax loss suffered on operating activity shall not be cumulated with loss on capital investments. Thus, both losses should be settled separately. 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 Act. 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 Act.

### ***Civil Law Activities Tax***

A sale of shares/securities may, as a rule, be subject to a 1% tax on civil law transactions on the market value of the instruments sold. A civil law transaction tax should be settled by the purchaser, 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.

Pursuant to article 9 item 9 of the Civil Law Activities 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 Activities Tax. Furthermore, the sale of securities is not taxable if the transaction is subject to value added tax.

### **Securities held by a non-Polish tax resident (natural person or corporation)**

Non-Polish residents are subject to Polish income tax only in relation to their income earned in Poland (for more information please refer to the relevant sections above: Personal income tax in Poland and Corporate tax resident in Poland). If securities are issued by a foreign entity, the interest may be considered earned in Poland. For instance, provided securities are traded on the regulated market in Poland, related to real estate located in Poland or, for example, securities are attributed to the permanent establishment of a foreign entity (this issue should be subject to detailed analysis on a case by case basis). That should be, however, assessed in the view of the provisions of the relevant double tax treaties that may modify the rules stipulated in the Polish PIT or CIT Acts. Some treaties may, for example, provide an exemption from capital gain tax in Poland on the disposal of securities. To benefit from a relevant tax treaty, a foreign investor should present a valid certificate of its tax residency.

If a foreign recipient of income acts through a permanent establishment in Poland, as a matter of principle it should be treated in the same manner as a Polish tax resident with respect to the portion of income that is attributable to that permanent establishment.

### **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 market 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 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.

## 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).

## 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 S.A., 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**"), Euroclear France S.A. (66 Rue de la Victoire, 75009 Paris, France) ("**Euroclear France**"), Monte Titoli S.p.A. (Piazza degli Affari no. 6, Milan, Italy) ("**Monte Titoli**") 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.

The relevant 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.

With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on a *regulated or other equivalent market(s)*, if indicated in the *Final Terms*; moreover a *relevant regulated or other equivalent market(s)*, is organized and managed by a company in which UniCredit S.p.A. – the Holding Company of UniCredit Bank AG as the Issuer – has a stake in. If applicable, such market will be indicated in the *Final Terms*. The Issuer is also the arranger of the Securities, if so specified in the *Final Terms*. The Issuer or any of their affiliates may also act as a Calculation Agent or Paying Agent, if so specified in the *Final Terms*.

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 price of the Underlying or its components.
- The Issuer, any Distributor and its affiliates may issue securities in relation to 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 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 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 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.
- The Underlying may be issued by UniCredit S.p.A. (a company of UniCredit Group) or another company belonging to the UniCredit Group, to which also the Issuer of the Securities belongs.

**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.

|  | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|--|---|---|
| <b>Registration Document of UniCredit Bank AG dated 17 April 2018<sup>1)</sup></b> |   |   |
| <b>Risk Factors</b>  |   |   |
| - Risks relating to the business activity of HVB Group                             | p. 3 to 16  | p. 48   |
| - Statutory Auditors   | p. 16   | p. 84   |
| <b>UniCredit Bank AG</b>   |   |   |

|   | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|---|---|---|
| - Information about HVB, the parent company of HVB Group  | p. 17   | p. 84   |
| - Programme Transform 2019  | p. 17   | p. 84   |
| <b>Business Overview</b>  |   |   |
| - Principal Activities  | p. 17   | p. 84   |
| - Business segments of HVB Group  | p. 17 to 20   | p. 84   |
| - Principal Markets   | p. 20   | p. 84   |
| <b>Management and Supervisory Bodies</b>  | p. 17 to 21   | p. 84   |
| <b>Major Shareholders</b>   | p. 22   | p. 84   |
| <b>Auditors</b>   | p. 22   | p. 84   |
| <b>Legal and Arbitration Proceedings</b><br>(with the exception of section "Financial sanctions matters")                               | p. 22 to 24   | p. 84   |
| <b>Proceedings Related to Actions by the Regulatory Authorities</b>   | p. 24   | p. 84   |
| <b>Supplement dated 8 November 2018 to the Registration Document of UniCredit Bank AG dated 17 April 2018<sup>1)</sup></b>              |   |   |
| - Financial sanctions matters   | p. 3  | p. 84   |
| <b>Audited financial statements of HVB Group for the fiscal year ended 31 December 2016 (Annual Report HVB Group 2016)<sup>2)</sup></b> |   |   |
| - Consolidated Income Statement   | p. 94 to 95   | p. 84   |
| - Consolidated Balance Sheet  | p. 96 to 97   | p. 84   |
| - Statement of Changes in Consolidated Shareholders' Equity   | p. 98 to 99   | p. 84   |

|  | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|--|---|---|
| - Consolidated Cash Flow Statement   | p. 100 to 101   | p. 84   |
| - Notes  | p. 102 to 238   | p. 84   |
| - Independent Auditors' Report   | p. 239  | p. 84   |
| <b>Audited financial statements of HVB Group for the fiscal year ended 31 December 2017 (Annual Report HVB Group 2017)<sup>2)</sup></b>  |   |   |
| - Consolidated Income Statement  | p. 88 to 89   | p. 84   |
| - Consolidated Balance Sheet   | p. 90 to 91   | p. 84   |
| - Statement of Changes in Consolidated Shareholders' Equity  | p. 92 to 93   | p. 84   |
| - Consolidated Cash Flow Statement   | p. 94 to 95   | p. 84   |
| - Notes  | p. 96 to 229  | p. 84   |
| - Auditors' Report   | p. 230 to 235   | p. 84   |
| <b>Audited unconsolidated financial statements (Jahresabschluss) of UniCredit Bank AG for the fiscal year ended 31 December 2017 (Annual Report UniCredit Bank AG (HVB) 2017)<sup>2)</sup></b>   |   |   |
| - Income Statement of UniCredit Bank AG  | p. 76 to 77   | p. 84   |
| - Balance Sheet of UniCredit Bank AG   | p. 78 to 83   | p. 84   |
| - Notes  | p. 84 to 142  | p. 84   |
| - Auditors' Report   | p. 143 to 148   | p. 84   |
| <b>Unaudited Consolidated Results of HVB Group as of 30 June 2018, as set out in the Supplement dated 24 August 2018 to the Base Prospectus dated 23 August 2018 for Interest Securities under the Euro 50,000,000,000 Debt Issuance Programme of UniCredit Bank AG, Munich, Federal Republic of Germany</b> |   |   |

|   | <b>Pages of the document where the incorporated information is set out:</b> | <b>Incorporation of information in this Base Prospectus on the following pages:</b> |
|---|---|---|
| - Financial Highlights                                | p. F-1  | p. 84   |
| - Consolidated Income Statement                       | p. F-2 to F-3   | p. 84   |
| - Consolidated Balance Sheet                          | p. F-4 to F-5   | p. 84   |
| - Statement of Changes in Shareholders' Equity        | p. F-6 to F-8   | p. 84   |
| - Consolidated Cash Flow Statement (abridged version) | p. F-9  | p. 84   |
| - Consolidated Accounts (selected Notes)              | p. F-10 to F-70   | p. 84   |

1) The document is published on the following website of the Issuer:  
<http://www.onemarkets.de/de/rechtliches/registrierungsdokumente-uvp.html>

2) The document is published on the following website of the Issuer:  
<http://investors.hypovereinsbank.de/cms/english/investorrelations/index.html>

Parts of such documents whose information is not incorporated by express reference are not relevant for potential investors.