



UniCredit Bank AG

Munich, Federal Republic of Germany

Base Prospectus

for

Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II

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

11 March 2020

TABLE OF CONTENTS

(continued)

	Page
I. GENERAL DESCRIPTION OF THE PROGRAMME.....	1
A. General Description of the 50,000,000,000 Debt Issuance Programme	1
B. General Description of the Securities	1
C. General Description of the Base Prospectus	3
D. General Description of the Terms and Conditions of the offer of the Securities	3
E. General Description of the Admission of the Securities to Trading.....	3
II. RISK FACTORS.....	5
A. Specific material risks related to the Issuer.....	5
B. Specific material risks relating to the Securities	5
1. Risk related to the rank and characteristic of the Securities in the case of a failure of the Issuer.....	5
a) Insolvency risk and risks in relation to resolution measures in relation to the Issuer.....	5
b) No deposit protection and no compensation scheme	7
2. Risks related to the Payment Profile of the Securities	7
a) Specific Risks resulting from the Payment Profile of Garant Securities (Product Type 1) and All Time High Garant Securities (Product Type 2).....	8
b) Specific Risks resulting from the Payment Profile of Express Garant Securities (Product Type 3)	8
c) Specific Risks resulting from the Payment Profile of Best Express Securities (Product Type 4)	8
d) Specific Risks resulting from the Payment Profile of Garant Cliquet Securities (Product Type 5) and Garant Cash Collect Securities (Product Type 6).....	9
e) Specific Risks resulting from the Payment Profile of Garant Performance Cliquet Securities (Product Type 7).....	9
f) Specific Risks resulting from the Payment Profile of Garant Digital Cash Collect Securities (Product Type 8)	10
g) Specific Risks resulting from the Payment Profile of Garant Performance Cash Collect Securities (Product Type 9)	10
h) Specific Risks resulting from the Payment Profile of Garant Digital Coupon Securities (Product Type 10) and Garant Digital Cliquet Securities (Product Type 11)	11
i) Specific Risks resulting from the Payment Profile of Performance Telescope Securities (Product Type 12).....	11

TABLE OF CONTENTS
(continued)

	Page
j) Specific Risks resulting from the Payment Profile of Garant Telescope Securities (Product Type 13) and Garant Coupon Geoscope Securities (Product Type 14)	11
k) Specific Risks resulting from the Payment Profile of Garant Digital Cash Collect Memory Securities (Product Type 15).....	12
l) Specific Risks resulting from the Payment Profile of Cash Collect Worst Of Protected Securities (Product Type 16)	12
m) Risks relating to Securities structured as Compo Securities	13
3. Specific risks arising from the Terms and Conditions of the Securities.....	13
a) Risks arising from the conversion of the Securities	13
b) Risks due to market disruptions	13
c) Risks arising from Adjustments to the Terms and Conditions of the Securities	14
d) Risks arising from the Issuer's right of rescission	14
4. Risks related to the investment in, the holding and selling of the Securities.....	14
a) Market price risks	15
b) Risks regarding the determination of the prices for the Securities in the secondary market / risks in the pricing	15
c) Foreign Currency Rate risk with respect to the Securities	16
d) Risk that no active trading market for the Securities exists.....	16
e) Risk related to a possible repurchase of the Securities	17
f) Risks related to taxation of the Securities	17
g) Risks regarding US withholding tax	17
h) Risks arising from special conflicts of interest in relation to the Securities.....	18
i) Determination of the price by the Issuer	19
j) Issuance of additional securities linked to the same Underlying	19
5. Specific material risks with respect to the type of the Underlying or the Basket Components.....	19
a) Risks related to Shares	20

TABLE OF CONTENTS
(continued)

	Page
b) Risks related to Indices	22
c) Risks related to Commodities	25
d) Risks related to Fund Shares	26
e) Risks related to Baskets as Underlyings	29
f) Risks related to Currency Exchange Rates as Underlyings	30
6. Specific material risks which apply to all or several Underlyings and Basket Components	31
a) Currency risk contained in the Underlying	31
b) Risks in connection with foreign legal systems	31
c) Risks resulting from negative effects of hedging transactions of the Issuer involving the Securities	32
d) Risks related to the regulation of Benchmarks	32
e) Risks based on conflicts of interest of the Issuer with regard to the Underlying	33
f) Risks resulting from limited or outdated information about the Underlying	34
g) Risks in the case of Underlyings related to countries, regions or industries	34
h) Adverse effects of fees on the Underlying	34
III. INFORMATION ON THE BASE PROSPECTUS.....	36
A. Responsibility Statement	36
B. Information on the approval and the notification of the Base Prospectus	36
C. Publication of this Base Prospectus.....	37
D. Consent to the Use of the Base Prospectus	37
E. Public offer and admission to trading under the Base Prospectus	38
F. Other notes	39
IV. INFORMATION ON THE OFFER AND THE ADMISSION TO TRADING.....	40
A. Information on the offer of the Securities	40
1. General information on the offer of Securities	40
2. Offer of Securities with a subscription period	40
3. Offer of Securities without a subscription period.....	41
4. Additional information about the offering of the Securities.....	41
5. Issue Price for the Securities	41

TABLE OF CONTENTS

(continued)

	Page
6. Costs and expenses charged to the subscriber or purchaser	42
7. Issuance and delivery of the Securities.....	42
B. Information on the admission of the Securities to trading.....	43
1. Admission to trading / date of admission	43
2. Market Maker and intermediaries in secondary trading.....	43
C. Other information	44
1. Interest of natural and legal persons involved in the issuance / offering of the Securities	44
a) Other transactions.....	44
b) Business relationships.....	44
c) Information in relation to the Underlying.....	45
d) Pricing by the Issuer	45
2. Use of Proceeds and Reasons for the Offer	46
3. Publications after completed issuance of the Securities.....	46
V. GENERAL INFORMATION ON THE SECURITIES.....	47
A. Information on the Securities.....	47
1. Type, form, currency and ISIN of the Securities	47
2. Status of the Securities, Ranking in case of a resolution of the Issuer	47
3. Description of the rights arising from the Securities (including their limitation).....	50
a) Interest on the Securities	50
b) Payment of Additional Amounts	50
c) Redemption of the Securities	50
d) Market Disruptions	51
e) Adjustments to the Terms and Conditions.....	54
f) Conversion right of the Issuer	55
g) Rescission by the Issuer / Corrections	56
h) Tax	57
i) Presentation Period.....	57
4. Payments.....	57
5. Rating of the Securities	58
a) Fitch	58
b) Moody's	59

TABLE OF CONTENTS
(continued)

	Page
c) S&P	59
6. Information according to Article 29 of the Benchmark Regulation	60
B. Information regarding the Underlying	61
1. General Information on the Underlying	61
a) Shares and Depository Receipts as Underlying	61
b) Indices as Underlying	61
c) Commodities as Underlying	62
d) Fund Shares as Underlying	62
e) Currency Exchange Rates as Underlying	62
2. Eligible Underlyings	63
VI. DESCRIPTION OF THE SECURITIES	64
A. General information on all Product Types	64
1. General information on Reference Prices and other product parameters	64
a) Reference Price	64
b) Initial Reference Price	64
c) Final Reference Price	65
d) Best Final Reference Price	65
e) Other product parameters	65
2. Securities with a Non-Quanto, Quanto and Compo additional optional feature	66
B. Detailed information on Garant Securities (Product Type 1)	67
1. Economic characteristics of Garant Securities	67
2. Influence of the Underlying on the market value of the Garant Securities	67
3. Redemption	67
a) Description of the redemption scenarios	67
b) Performance of the Underlying calculation	68
c) Initial reference price calculation	68
d) Final reference price calculation	68
4. Optional additional feature Interest	69
5. Optional additional feature Additional Amount (I)	69
6. Optional additional feature Compo Securities	69

TABLE OF CONTENTS
(continued)

	Page
C. Detailed information on All Time High Garant Securities (Product Type 2).....	70
1. Economic characteristics of All Time High Garant Securities	70
2. Influence of the Underlying on the market value of the All Time High Garant Securities	70
3. Redemption	71
a) Description of the redemption scenarios	71
b) Performance of the Underlying calculation.....	71
c) Initial reference price calculation	71
d) Final reference price calculation.....	72
4. Optional additional feature Interest.....	72
5. Optional additional feature Additional Amount (l)	73
6. Optional additional feature Compo Securities	73
D. Detailed information on Express Garant Securities (Product Type 3)	74
1. Economic characteristics of Express Garant Securities	74
2. Influence of the Underlying on the market value of the Express Garant Securities	74
3. Automatic early redemption on the Early Payment Dates (k)	74
a) Determination of the Early Redemption Amount (k)	74
b) Determination of the Early Redemption Event	75
4. Redemption as at Final Payment Date.....	75
a) Description of the redemption scenarios	75
b) Initial reference price calculation	75
c) Final reference price calculation.....	76
d) Determination of a Barrier Event.....	76
5. Optional additional feature Additional Unconditional Amount (l).....	77
E. Detailed information on Best Express Securities (Cap) (Product Type 4).....	78
1. Economic characteristics of Best Express Securities	78
2. Influence of the Underlying on the market value of the Best Express Securities.....	78
3. Automatic early redemption on the Early Payment Dates (k)	78
a) Determination of the Early Redemption Amount (k)	78

TABLE OF CONTENTS
(continued)

	Page
b) Determination of the Early Redemption Event	79
4. Redemption as at Final Payment Date.....	79
a) Description of the redemption scenarios	79
b) Strike calculation	80
c) Initial reference price calculation	80
d) Final reference price calculation.....	81
e) Determination of a Barrier Event.....	81
5. Optional additional feature Additional Unconditional Amount (l).....	82
F. Detailed information on Garant Cliquet Securities (Product Type 5)	83
1. Economic characteristics of Garant Cliquet Securities	83
2. Influence of the Underlying on the market value of the Garant Cliquet Securities.....	83
3. Redemption	83
4. Conditional Additional Amount (k)	83
a) Determination of the Additional Amount (k)	83
b) Performance of the Underlying (k) calculation.....	84
c) Initial reference price calculation	84
5. Unconditional Additional Amount (k)	84
G. Detailed information on Garant Cash Collect Securities (Product Type 6).....	86
1. Economic characteristics of Garant Cash Collect Securities.....	86
2. Influence of the Underlying on the market value of the Garant Cash Collect Securities	86
3. Redemption	86
4. Conditional Additional Amount (k)	86
a) Determination of the Additional Amount (k)	86
b) Strike calculation	87
c) Performance of the Underlying (k) calculation.....	87
d) Initial reference price calculation	87
5. Unconditional Additional Amount (k)	88
H. Detailed information on Garant Performance Cliquet Securities (Product Type 7).....	89

TABLE OF CONTENTS
(continued)

	Page
1. Economic characteristics of Garant Performance Cliquet Securities.....	89
2. Influence of the Underlying on the market value of the Garant Performance Cliquet Securities.....	89
3. Redemption	89
a) Performance of the Underlying calculation	90
b) Strike calculation	90
c) Initial reference price calculation	90
d) Final reference price calculation.....	91
4. Conditional Additional Amount (k)	91
a) Determination of the Additional Amount (k)	91
b) Performance of the Underlying (k) calculation.....	91
5. Unconditional Additional Amount (k)	92
I. Detailed information on Garant Digital Cash Collect Securities (Product Type 8).....	93
1. Economic characteristics of Garant Digital Cash Collect Securities.....	93
2. Influence of the Underlying on the market value of the Garant Digital Cash Collect Securities	93
3. Redemption	94
a) Description of the redemption scenarios	94
b) Performance of the Underlying calculation	94
c) Initial reference price calculation	94
d) Final reference price calculation.....	95
e) Determination of a Barrier Event.....	95
4. Additional Conditional Amount (k)	95
5. Optional additional feature: Additional Unconditional Amount (l).....	96
J. Detailed information on Garant Performance Cash Collect (Product Type 9).....	97
1. Economic characteristics of Garant Performance Cash Collect Securities.....	97
2. Influence of the Underlying on the market value of the Garant Performance Cash Collect Securities	97
3. Redemption	97

TABLE OF CONTENTS
(continued)

	Page
a) Description of the redemption scenarios	97
b) Performance of the Underlying calculation	98
c) Initial reference price calculation	98
d) Final reference price calculation	98
4. Conditional Additional Amount (k)	99
5. Unconditional Additional Amount (k)	99
K. Detailed information on Garant Digital Coupon Securities (Product Type 10)	101
1. Economic characteristics of Garant Digital Coupon Securities	101
2. Influence of the Underlying on the market value of the Garant Digital Coupon Securities	101
3. Redemption	101
4. Conditional Additional Conditional Amount (k)	101
L. Detailed information on Garant Digital Cliquet Securities (Product Type 11)	103
1. Economic characteristics of Garant Digital Cliquet Securities	103
2. Influence of the Underlying on the market value of the Garant Digital Cliquet Securities	103
3. Redemption	103
4. Conditional Additional Amount (k)	103
a) Determination of the Additional Amount (k)	103
b) Strike (k-1) calculation	104
c) Initial reference price calculation	104
M. Detailed information on Performance Telescope Securities (Product Type 12)	105
1. Economic characteristics of Performance Telescope Securities	105
2. Influence of the Underlying on the market value of the Performance Telescope Securities	105
3. Redemption	105
a) Description of the redemption scenarios	105
b) Performance of the Underlying calculation	106
c) Initial reference price calculation	106
d) Final reference price calculation	106
4. Conditional Additional Amount (k)	107

TABLE OF CONTENTS
(continued)

	Page
a) Determination of the Additional Amount (k)	107
b) Determination of the Income Payment Event	107
c) Strike calculation	107
d) Performance of the Underlying (k) calculation	107
5. Unconditional Additional Amount (k)	108
N. Detailed information on Garant Telescope Securities (Product Type 13)	109
1. Economic characteristics of Garant Telescope Securities	109
2. Influence of the Underlying on the market value of the Garant Telescope Securities	109
3. Redemption	109
4. Conditional Additional Amount (k)	109
a) Determination of the Additional Amount (k)	109
b) Determination of the Income Payment Event	110
c) Strike calculation	110
d) Performance of the Underlying (k) calculation	110
e) Initial reference price calculation	110
5. Unconditional Additional Amount (k)	111
O. Detailed information on Garant Coupon Geoscope Securities (Product Type 14)	112
1. Economic characteristics of Garant Coupon Geoscope Securities	112
2. Influence of the Underlying on the market value of the Garant Coupon Geoscope Securities	112
3. Redemption	112
4. Conditional Additional Amount (k)	112
a) Determination of the Additional Amount (k)	112
b) Determination of the Income Payment Event	113
c) Geometric Average Performance of the Underlying (k) calculation	113
d) Performance of the Underlying (k) calculation	113
e) Initial reference price calculation	113
5. Unconditional Additional Amount (k)	114
P. Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)	115

TABLE OF CONTENTS

(continued)

	Page
1. Economic characteristics of Garant Digital Cash Collect Memory Securities	115
2. Influence of the Underlying on the market value of the Garant Digital Cash Collect Memory Securities	115
3. Redemption	116
a) Description of the redemption scenarios	116
b) Performance of the Underlying calculation	116
c) Initial reference price calculation	116
d) Final reference price calculation	117
e) Determination of a Barrier Event	117
4. Additional Conditional Amount (k)	117
5. Optional additional feature: Additional Unconditional Amount (l)	118
Q. Detailed information on Cash Collect Worst Of Protected Securities (Product Type 16)	119
1. Economic characteristics of Cash Collect Worst Of Protected Securities	119
2. Influence of the Underlying on the market value of the Cash Collect Worst Of Protected Securities	119
3. Redemption	119
4. Additional Conditional Amount (k)	120
a) Determination of the Additional Conditional Amount (k)	120
b) Determination of the Additional Conditional Amount Payment Event	120
c) Worst Performance (k) calculation	120
d) Initial reference price calculation	120
R. Description of the Securities incorporated by reference in the Base Prospectus	122
VII. CONDITIONS OF THE SECURITIES	123
A. General Information	123
B. Structure of the Conditions	124
C. Conditions	125
PART A – GENERAL CONDITIONS OF THE SECURITIES	129
[Option 1: In the case of Securities governed by German law, the following applies:	129

TABLE OF CONTENTS
(continued)

	Page
<i>[Option 2: In the case of Securities governed by Italian law, the following applies:.....</i>	135
PART B – PRODUCT AND UNDERLYING DATA.....	140
PART C – SPECIAL CONDITIONS OF THE SECURITIES.....	150
<i>[Special Conditions that apply for particular product types:</i>	150
<i>Product Type 1: Garant Securities</i>	150
<i>Product Type 2: All Time High Garant Securities.....</i>	150
<i>Product Type 3: Express Garant Securities</i>	196
<i>Product Type 4: Best Express Securities (Cap).....</i>	196
<i>Product Type 5: Garant Cliquet Securities.....</i>	229
<i>Product Type 6: Garant Cash Collect Securities.....</i>	229
<i>Product Type 7: Garant Performance Cliquet Securities.....</i>	229
<i>Product Type 8: Garant Digital Cash Collect Securities</i>	229
<i>Product Type 9: Garant Performance Cash Collect Securities</i>	229
<i>Product Type 10: Garant Digital Coupon Securities.....</i>	229
<i>Product Type 11: Garant Digital Cliquet Securities.....</i>	229
<i>Product Type 12: Performance Telescope Securities</i>	229
<i>Product Type 13: Garant Telescope Securities</i>	229
<i>Product Type 14: Garant Coupon Geoscope Securities.....</i>	229
<i>Product Type 15: Garant Digital Cash Collect Memory Securities.....</i>	229
<i>Product Type 16: Cash Collect Worst Of Protected Securities</i>	273
<i>[Special Conditions that apply for all product types:</i>	285
VIII. CONDITIONS OF THE SECURITIES INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS.....	305
IX. DESCRIPTION OF THE ISSUER.....	306
A. General description	306
B. Significant changes in the Issuer’s financial position and trend information.....	308
X. FORM OF FINAL TERMS.....	310
XI. TAX WARNING	319
XII. GENERAL INFORMATION.....	320
A. Selling Restrictions	320
1. General.....	320
2. United States of America	320

TABLE OF CONTENTS
(continued)

	Page
B. Availability of Documents	322
C. Information incorporated by reference in this Base Prospectus.....	323

I. GENERAL DESCRIPTION OF THE PROGRAMME

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

The UniCredit Bank AG (the "**Issuer**") continuously and repeatedly issues securities in the form of non-equity securities under its "Euro 50.000.000.000 Debt Issuance Programme" (the "**Programme**"). This includes securities with single underlying and multi underlying (with (partial) capital protection).

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

B. General Description of the Securities

Securities with single underlying and multi underlying (with (partial) capital protection) (the "**Securities**") are structured notes or certificates. This means the redemption of the Securities and other payments under the Securities depend upon the performance of an Underlying. In case of Securities with single underlying the "**Underlying**" is either a share, an index, a commodity, a fund share or a currency exchange rate (a "**Single Underlying**"). In case of Securities with multi underlying the Underlying is a basket, consisting of several Basket Components (a "**Multi Underlying**"). "**Basket Components**" may be shares, indices, commodities or fund shares (each of them individually will herein also be referred to as a "**Basket Component**"). A detailed description of the Underlyings, as the case may be, can be found in section "V.B. Information regarding the Underlying".

The Securities are fully or partially capital protected. Full capital protection means that the Securities can be redeemed at an amount at least equivalent to the Nominal Amount or Issue Price of the relevant Securities. Partial capital protection means that the Securities can be redeemed at an amount lower than the Nominal Amount but at least equivalent to the specified Minimum Amount. However, in certain cases, a **total loss** of the amount paid to purchase the Securities is possible. **Comment on this point:** The amount paid to purchase the Securities includes here and below all costs related to the purchase. In case the Securities are issued under German law, the Securities are issued as bearer bonds within the meaning of § 793 German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") and will be represented by a global note. In case the Securities are issued under Italian law, the Securities are issued as debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (*Testo Unico della Finanza*). The right to receive Securities in definitive form is excluded. A detailed description of the Securities can be found in section "IV.A. Information on the offer of the Securities".

The Securities differ in particular in their Payment Profile and can be issued in 16 different variants (the "**Product Types**"):

I. General Description of the Programme

- Garant Securities ("**Product Type 1**")
- All Time High Garant Securities ("**Product Type 2**")
- Express Garant Securities ("**Product Type 3**")
- Best Express Securities (Cap) ("**Product Type 4**")
- Garant Cliquet Securities ("**Product Type 5**")
- Garant Cash Collect Securities ("**Product Type 6**")
- Garant Performance Cliquet Securities ("**Product Type 7**")
- Garant Digital Cash Collect Securities ("**Product Type 8**")
- Garant Performance Cash Collect Securities ("**Product Type 9**")
- Garant Digital Coupon Securities ("**Product Type 10**")
- Garant Digital Cliquet Securities ("**Product Type 11**")
- Performance Telescope Securities ("**Product Type 12**")
- Garant Telescope Securities ("**Product Type 13**")
- Garant Coupon Geoscope Securities ("**Product Type 14**")
- Garant Digital Cash Collect Memory Securities ("**Product Type 15**")
- Cash Collect Worst Of Protected ("**Product Type 16**")

Product Types 1 to 15 are Single Underlying and Product Type 16 is a Multi Underlying.

A detailed description of the individual Product Types and the way in which payments under the Securities depend on the Underlying is set out in section "VI. Description of the Securities" in connection with the relevant Terms and Conditions of the Securities (the "**Terms and Conditions**") in section "VII. Conditions of the Securities". A detailed description of the risk factors associated with an investment in the Securities which are specific to the Issuer and/or the Securities and which the Issuer believes are material for an informed investment decision can be found in section "II. Risk Factors". An investment in the Securities is only appropriate for investors if they are experienced with this kind of Securities.

Generally, income from the Securities is taxable for the security holders (the "**Security Holders**"). Potential investors should therefore read the notices regarding the taxation of the Securities. These can be found in section "XI. Tax Warning".

C. General Description of the Base Prospectus

The Issuer intends to publicly offer the Securities for sale and/or to apply for admission to trading of the Securities in Croatia, the Czech Republic, Federal Republic of Germany, Hungary, Italy, Luxembourg, Poland and/or the Slovak Republic (the "**Offering Countries**"). For this purpose, the Issuer has prepared and published this Base Prospectus for Securities with a Single Underlying and Multi Underlying (with (partial) capital protection) II (the "**Base Prospectus**").

This Base Prospectus constitutes a base prospectus in accordance with Art. 8 (1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**").

Aside from the information explicitly printed herein, this Base Prospectus contains information from other documents that has been incorporated by reference. This information is an integral part of this Base Prospectus and must be read in conjunction with the information contained in this Base Prospectus in order to get a complete picture of the Issuer and the Securities. The list included in section "XII.C. Information incorporated by reference in this Base Prospectus" sets out all information that has been incorporated by reference into this Base Prospectus.

This Base Prospectus contains placeholders and optional elements (options and additional options). This relates to information which will only be specified by the Issuer upon issuance of the Securities. For this purpose, the Issuer will in each case prepare final terms for the Securities (the "**Final Terms**") which will contain the information that can only be specified at the time of the issuance of the Securities under this Base Prospectus. The Final Terms will be prepared by completing the form of the Final Terms set out in section "X. Form of Final Terms" with the information that applies specifically to the relevant Securities. In particular, this includes stating which of the optional elements with regard to the Securities apply. In addition, the relevant placeholders contained in the Base Prospectus will be filled in with specific values (e.g. dates, prices, rates). Where relevant, the respective Final Terms will have appended a summary specific to the respective issuance of such Securities (the "**Summary**").

D. General Description of the Terms and Conditions of the offer of the Securities

With regard to the public offering of the Securities, certain conditions apply. A detailed description of these conditions, as well as the selling restrictions to be observed for the offer of the Securities, can be found in section "IV.A. Information on the offer of the Securities" or in section "XII.A. Selling Restrictions".

E. General Description of the Admission of the Securities to Trading

The Issuer may apply for admission to trading on a regulated market, a third country market, a multilateral trading system and/or another exchange or another market and/or trading system for the Securities. A detailed description of the Terms and Conditions for admission to trading and the

I. General Description of the Programme

trading rules can be found in section "IV.B. Information on the admission of the Securities to trading".

II. RISK FACTORS

The purchase of the Securities described in this Base Prospectus involves risks for the Security Holders.

In the following section, the specific risk factors related to the Issuer (see section "A. Specific material risks related to the Issuer") and the Securities (see section "B. Specific material risks relating to the Securities"), which are material, are described.

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

A. Specific material risks related to the Issuer

The risk factors related to the Issuer as set out on pages 4 to 10 of the Registration Document of the Issuer dated 21 October 2019 (the "**Registration Document**") are hereby incorporated by reference into this Base Prospectus. A list setting out all information incorporated by reference is provided in section "XII.C. Information incorporated by reference in this Base Prospectus" on pages 323 et seq.

B. Specific material risks relating to the Securities

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

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

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

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

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

II. Risk Factors

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

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

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

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

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

The Nominal Amount of the Securities as well as any interest may be completely or partially reduced. In that case, Security Holders will receive a lower or no repayment of the capital amount of the Securities. It is also possible that Security Holders receive lower or no interest payments.

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

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

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

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

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

II. Risk Factors

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

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

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

b) No deposit protection and no compensation scheme

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

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

2. Risks related to the Payment Profile of the Securities

The Terms and Conditions set out specific payment formulas and mechanisms (the "**Payment Profiles**") for individual Product Types and Underlying. The individual Product Types and Payment Profiles are further described in section "VI. Description of the Securities".

In this risk category, the specific risks associated with the Payment Profile of each Product Type are described. The amount of the payments and the nature of the redemption of the Securities of each Product Type will only be determined during the term or at maturity of such Securities based on the price of the Underlying. Accordingly, the risks resulting from the Payment Profiles are set out separately with respect to each Product Type. For each Product Type, the most material risk, according to the assessment of the Issuer, is described first.

With regard to the performance of the Underlying, potential investors should consider the description of the risks that have a material effect on the Underlying in section "II.B.5. Specific material risks with respect to the type of the Underlying".

II. Risk Factors

a) Specific Risks resulting from the Payment Profile of Garant Securities (Product Type 1) and All Time High Garant Securities (Product Type 2)

In the case of Garant Securities and All Time High Garant Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Additional risk with regard to the Participation Factor

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

b) Specific Risks resulting from the Payment Profile of Express Garant Securities (Product Type 3)

In the case of Express Garant Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Falling prices of the Underlying will have a negative impact on the Security Holder in the case of Express Garant Securities especially if a Barrier Event occurs. In this case, the Security Holder will suffer a loss. The risk that a Barrier Event will occur increases the more often or longer the observation of the prices of the Underlying with regard to the Barrier occurs. Moreover, such risk increases if the current price of the Underlying comes close to the applicable Barrier and the more the price of the Underlying fluctuates over time (volatility).

c) Specific Risks resulting from the Payment Profile of Best Express Securities (Product Type 4)

In the case of Best Express Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Falling prices of the Underlying will have a negative impact on the Security Holder in the case of Best Express Securities especially if a Barrier Event occurs. In this case, the Security Holder participates in losses of the Underlying. The risk that a Barrier Event will occur increases the more

II. Risk Factors

often or longer the observation of the prices of the Underlying with regard to the Barrier occurs. Moreover, such risk increases if the current price of the Underlying comes close to the applicable Barrier and the more the price of the Underlying fluctuates over time (volatility).

Additional risk with regard to the Participation Factor Down

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

d) Specific Risks resulting from the Payment Profile of Garant Cliquet Securities (Product Type 5) and Garant Cash Collect Securities (Product Type 6)

In the case of Garant Cliquet Securities and Garant Cash Collect Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and that the Security Holder will therefore achieve only a small or no current yield at all during the term of his investment. The Security Holder may also suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

e) Specific Risks resulting from the Payment Profile of Garant Performance Cliquet Securities (Product Type 7)

In the case of Garant Performance Cliquet Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Additional risk in relation to the Additional Amount (k)

With regard to the payment of the Additional Amount (k) on the Garant Performance Cliquet Securities, there is the additional particular risk in case of falling prices of the Underlying, that the Security Holder will achieve only a small or no current yield at all during the term of his investment.

Additional risk with regard to the Final Participation Factor

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

f) Specific Risks resulting from the Payment Profile of Garant Digital Cash Collect Securities (Product Type 8)

In the case of Garant Digital Cash Collect Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Falling prices of the Underlying will have a negative impact on the Security Holder in the case of Garant Digital Cash Collect Securities especially if a Barrier Event occurs. In this case, the Security Holder participates in losses of the Underlying. The risk that a Barrier Event will occur increases the more often or longer the observation of the prices of the Underlying with regard to the Barrier occurs. Moreover, such risk increases if the current price of the Underlying comes close to the applicable Barrier and the more the price of the Underlying fluctuates over time (volatility).

Additional risk in relation to the Additional Amount (k)

With regard to the payment of the Additional Amount (k) on the Garant Digital Cash Collect Securities, there is the additional particular risk in case of falling prices of the Underlying, that the Security Holder will achieve only a small or no current yield at all during the term of his investment.

Additional risk with regard to the Final Participation Factor

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

g) Specific Risks resulting from the Payment Profile of Garant Performance Cash Collect Securities (Product Type 9)

In the case of Garant Performance Cash Collect Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Additional risk in relation to the Additional Amount (k)

With regard to the payment of the Additional Amount (k) on the Garant Performance Cash Collect Securities, there is the additional particular risk in case of falling prices of the Underlying, that the Security Holder will achieve only a small or no current yield at all during the term of his investment.

II. Risk Factors

Additional risk with regard to the Participation Factor

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

h) Specific Risks resulting from the Payment Profile of Garant Digital Coupon Securities (Product Type 10) and Garant Digital Cliquet Securities (Product Type 11)

In the case of Garant Digital Coupon Securities and Garant Digital Cliquet Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and that the Security Holder will therefore achieve only a small or no current yield at all during the term of his investment. The Security Holder may also suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

i) Specific Risks resulting from the Payment Profile of Performance Telescope Securities (Product Type 12)

In the case of Performance Telescope Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Additional risk in relation to the Additional Amount (k)

With regard to the payment of the Additional Amount (k) on the Performance Telescope Securities, there is the additional particular risk in case of falling prices of the Underlying, that the Security Holder will achieve only a small or no current yield at all during the term of his investment.

Additional risk with regard to the Final Participation Factor

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

j) Specific Risks resulting from the Payment Profile of Garant Telescope Securities (Product Type 13) and Garant Coupon Geoscope Securities (Product Type 14)

In the case of Garant Telescope Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and that the Security Holder will therefore achieve only a small or no current yield at all during the term of his investment. The Security Holder may also suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the

II. Risk Factors

Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

k) Specific Risks resulting from the Payment Profile of Garant Digital Cash Collect Memory Securities (Product Type 15)

In the case of Garant Digital Cash Collect Memory Securities, there is the particular risk that the price of the Underlying falls during the term of the Securities and consequently the Security Holder will suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

Falling prices of the Underlying will have a negative impact on the Security Holder in the case of Garant Digital Cash Collect Memory Securities especially if a Barrier Event occurs. In this case, the Security Holder participates in losses of the Underlying. The risk that a Barrier Event will occur increases the more often or longer the observation of the prices of the Underlying with regard to the Barrier occurs. Moreover, such risk increases if the current price of the Underlying comes close to the applicable Barrier and the more the price of the Underlying fluctuates over time (volatility).

Additional risk in relation to the Additional Amount (k)

With regard to the payment of the Additional Amount (k) on the Garant Digital Cash Collect Memory Securities, there is the additional particular risk in case of falling prices of the Underlying, that the Security Holder will achieve only a small or no current yield at all during the term of his investment.

Additional risk with regard to the Final Participation Factor

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

l) Specific Risks resulting from the Payment Profile of Cash Collect Worst Of Protected Securities (Product Type 16)

In the case of Cash Collect Worst Of Protected Securities, there is the particular risk that the price of the worst performing Basket Component falls during the term of the Securities and that the Security Holder will therefore achieve only a small or no current yield at all during the term of his investment. The Security Holder may also suffer a partial loss of his invested capital, depending on the Minimum Amount specified in the Final Terms. The potential loss of the invested capital increases, the lower the specified Minimum Amount is with respect to the Nominal Amount.

m) Risks relating to Securities structured as Compo Securities

Holders of Securities with the additional option "Compo Securities" bear an additional risk of loss due to the exchange rate risk associated with the Underlying.

For Compo Securities, the currency in which the Underlying is traded (Base Currency) differs from the Specified Currency of the Securities (see section "IV.A.7. Issuance and delivery of the Securities"). In this case, all amounts to be paid to the Security Holder (for example, the Redemption Amount) will initially be calculated based on the currency in which the Underlying or Basket Components are traded. However, in order to make a payment by the Issuer to the Security Holder in the Specified Currency, the mathematical formula for calculating the corresponding amount in the Specified Currency also includes an FX exchange rate factor (FX Exchange Rate). The FX Exchange Rate will be continuously fixed in the international currency markets and is subject to constant fluctuations, which can sometimes be significant. Accordingly, the applicable FX Exchange Rate may develop unfavourably for the Security Holder between the issuance of the Securities and the time of calculation of the amounts payable (for example, the Redemption Amount), resulting in losses of the Security Holder or even increases in losses.

3. Specific risks arising from the Terms and Conditions of the Securities

The Terms and Conditions specify for each Product Type and Underlying not only the Payment Profile but also further specific terms that differ between the various Securities. In this risk category the specific risks associated with the relevant Terms and Conditions of each of the Product Types are outlined.

a) Risks arising from the conversion of the Securities

In case the Terms and Conditions provide for a Conversion Right of the Issuer, the Security Holders bear a risk of loss if a Conversion Event occurs.

The relevant Final Terms may specify certain events that lead to a conversion of the Securities (see section "V.A.3.f) Conversion right of the Issuer")

In this case, the Securities will on the Redemption Date not be redeemed at the Redemption Amount but the Settlement Amount. This does not depend on the performance of the Underlying and may be less than the Nominal Amount even if the Underlying performs favourably.

b) Risks due to market disruptions

Security Holders bear a risk of loss if a market disruption occurs.

The Calculation Agent (see "V.A.4. Payments") may determine that a Market Disruption (see "V.A.3.d) Market Disruptions") has occurred with respect to the Underlying.

The market disruption may result in the Calculation Agent determining the Reference Price of the Underlying. The so determined Reference Price may differ significantly from the Reference Price

II. Risk Factors

that the relevant stock exchange or relevant market would have fixed without the occurrence of a market disruption. In principle, there is the risk that the Security Holder suffers a loss of the amounts paid to purchase the Securities or that potential losses of the Security Holder will increase as a result of a market disruption.

c) **Risks arising from Adjustments to the Terms and Conditions of the Securities**

Security Holders bear a risk of loss if an adjustment of the Terms and Conditions is made.

The Terms and Conditions provide for specific events that authorise the Calculation Agent to make adjustments (see "V.A.3.e) Adjustments to the Terms and Conditions"). In the case of an adjustment, the Securities continue under changed conditions. In particular, already specified or determined parameters (for example, an initial reference price or a Strike) may be adjusted. In addition, the Underlying or one or several Basket Components may also be substituted. The Securities then relate to an Underlying, as the case may be, that the Security Holder may not have known or that may be subject to a different economic methodology. This may alter the structure and risk profile of the Securities.

The Calculation Agent acts at its discretion when determining the adjustment. It is not bound by measures and assessments of third parties. There is the general risk that an adjustment subsequently proves to be inaccurate, inadequate or unfavourable. The Security Holder may suffer a loss of the amounts paid to purchase the Securities or potential losses of the Security Holder will increase as a result of an adjustment.

d) **Risks arising from the Issuer's right of rescission**

Security Holders bear a Reinvestment Risk in case of an exercise of the Issuer's right of rescission.

In the event of obvious typing or calculation errors or similar obvious errors in the Terms and Conditions, the Issuer is entitled to a rescission in accordance with the Terms and Conditions. As a result of a rescission, the Security Holder may demand the refunding of his Acquisition Price. Following payment of the Acquisition Price, all rights derived from the Securities submitted for refunding will cease to exist. As a result, the Security Holder bears a Reinvestment Risk.

The "**Reinvestment Risk**" is the risk that the cash amount received by the Security Holder can be reinvested for a comparable term only on worse market conditions (such as a lower return or an increased risk). As a result, the yield achieved by this new investment over the respective term may be significantly lower than the return expected with the purchase of the Securities. In addition, the likelihood of a loss of the amounts paid in relation to the reinvestment may increase significantly.

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

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

II. Risk Factors

a) Market price risks

The market price of the Securities may be subject to severe fluctuations during the term of Securities.

During the term of the Securities the price of the Underlying and therefore the market price of the Securities may be subject to severe fluctuations. This applies in particular to Securities with a barrier observation, if the price of the Underlying is only marginally above or below the respective Barrier. These may lead to the following result: The price of the Securities falls below the amount paid by the Security Holders for the purchase of the Securities.

If, in such case, the Security Holders sell their Securities before maturity, the Security Holder will incur a loss.

In particular, the following market factors may affect the market price of the Securities. Certain market factors may also occur simultaneously:

- remaining term of the Securities,
- changes to the price of the Underlying,
- changes to the creditworthiness or the credit rating regarding the Issuer,
- changes to the market interest rate,
- change in the implicit volatility of the Underlying,
- expectations of dividend payment, or
- in the case of Securities with Multi Underlying, the correlation between the Basket Components.

The price of the Securities may fall even when the price of the Underlying remains constant.

This means that there is a substantial risk of loss.

b) Risks regarding the determination of the prices for the Securities in the secondary market / risks in the pricing

Security Holders bear the risk that they cannot purchase or sell the Securities at a specific time or for a specific price.

The Issuer or any other person (the "**Market Maker**") usually regularly determines purchase and selling prices for the Securities ("**Market Making**") under normal market conditions. The Market Maker can also be a company affiliated with the Issuer or another financial institution. The Market Maker, however, does not guarantee that the prices stated by the Market Maker are reasonable. The Market Maker also does not guarantee that prices for the Securities are available at all times during the entire term.

II. Risk Factors

The Market Maker can also change the methodology used to determine the posted prices at the Market Maker's own discretion at any time. For example, the Market Maker can change its calculation model and/or increase or decrease the range between the purchase and selling prices. In the case of a market disruption or technical problems, the availability of the used electronic trading system can also be restricted or shut down. In the case of extraordinary conditions in the market or extreme fluctuations in price in the securities markets, the Market Maker will normally not post any purchase or selling prices. Security Holders accordingly bear the risk that they will not obtain a price for their Securities under certain conditions. This means that Security Holders cannot sell their Securities in the market for a reasonable price in every situation.

The opening hours of the market for the Securities often differ from the opening hours of the market for the respective Underlying. In that case, the Market Maker might have to estimate the price of the Underlying to determine the corresponding price of the Security. These estimates might prove incorrect and detrimental to the interests of the Security Holders.

Investors should also note: 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. Thus it may not be possible to assert the liquidity of a potential Secondary Market on such basis.

c) **Foreign Currency Rate risk with respect to the Securities**

In the case of Securities issued in Foreign Currencies, there is a foreign currency risk.

Securities may be issued in a currency, other than the currency of the account of the Security Holder to which the amounts of money paid under the Securities are credited is maintained ("**Foreign Currency**"). In such case each payment will be automatically converted from the relevant amount into the currency of the account of the Security Holder. For these purposes the relevant account bank will utilise a conversion rate that may be subject to substantial fluctuations. Such fluctuations in the conversion rate may lead to potential losses of the Security Holder being substantially magnified or potential profits being reduced.

d) **Risk that no active trading market for the Securities exists**

Security Holders bear the risk that there is no liquid market for trading the Securities. That means that they cannot sell the Securities at a specific point time they have chosen.

An application can be submitted to admit and/or include the Securities to trading on a regulated market, a third country market, a multilateral trading system and/or another exchange or another market and/or trading system (the "**Listing**"). However, in the case of a Listing, there is no guarantee that this Listing will be maintained permanently. If there no longer is a Listing, the purchase and the sale of the Securities is substantially impeded or in fact impossible. Even in the case of a continued Listing, this does not necessarily result in a high turnover of the Securities on the relevant exchange. A low turnover on an exchange makes it more difficult to sell Securities at a favourable price. This is referred to as an illiquid market for the Securities.

II. Risk Factors

Furthermore, even in the case of an existing Secondary Market the Security Holder may not be in a position to dispose of the Securities in the case of an unfavourable development (e.g. of the Underlying or of a currency exchange rate), e.g. if such development occurs outside of the trading hours of the Securities.

Security Holders therefore cannot assume that there is always a liquid market for trading in the Securities. Security Holders should be prepared to be unable to sell the Securities to other market participants.

e) Risk related to a possible repurchase of the Securities

A repurchase of Securities by the Issuer may adversely affect the liquidity of the Securities.

The Issuer may, but is not obliged to, purchase Securities at any time and at any price in the market or any other way. Any Securities purchased in this way by the Issuer may be held, resold or terminated. A repurchase of Securities by the Issuer may reduce the number of Securities available in the market and therefore adversely affect the liquidity of the Securities.

f) Risks related to taxation of the Securities

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

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

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

g) Risks regarding US withholding tax

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

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

II. Risk Factors

from U.S. source. The term "payments" is used in a broad sense. It includes all other payments of the Issuer to the Security Holder which are triggered or determined by dividends from U.S. sources.

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

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

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

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

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

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

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

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

The Issuer and its affiliates may in the context of interests pursued in their normal course of business enter into transactions or do business that are adverse to or do not take into account the interests of the Security Holders.

Example:

II. Risk Factors

An affiliate of the Issuer conducts credit business that adversely affects the credit rating of the Issuer and therefore the value of the Securities.

i) **Determination of the price by the Issuer**

The Issuer or its affiliates can act as Market Maker for the Securities. The Market Maker determines the prices for the Securities. In this case, the prices are not determined by supply and demand. The pricing for the Securities is therefore different from trading on an exchange.

The prices determined by the Market Maker will not always match those, which would have constituted by way of liquidly trading on an exchange. The bid and ask prices determined by the Market Maker on the secondary market are established based on the fair value of the Securities. The fair value depends, amongst other things, on the price of the Underlying. In addition, any offering premium will be taken into account. Furthermore, fees and costs, which will be due at maturity of the Securities and will be deducted from the payment amounts, can be included. These may for example include administration costs, transaction costs or comparable expenses.

Other factors may also influence the pricing on the secondary market. This includes the dividends with respect to the Underlying (paid or expected) or other earnings.

j) **Issuance of additional securities linked to the same Underlying**

The Issuer, any Distributor and any of its affiliates may issue securities with respect to the Underlying 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 in relation to such Underlying. An issuance of such new competing securities may, therefore, adversely affect the tradability of the Securities.

5. **Specific material risks with respect to the type of the Underlying or the Basket Components**

The type and amount of the redemption of the Securities, other payments under the Securities and the market value of the Securities with Single Underlying depend on the performance of an Underlying. For Securities with Multi Underlying these depend on the performance of the Basket Components. This means that when potential investors purchase a Security, they not only bear the specific risks associated with the Issuer or the Securities. They also bear similar risks associated with a direct investment in the Underlying or the Basket Components.

These Underlying specific risks are described in this section per Underlying in a respective risk sub-category. The risks related to the Underlying or the Basket Components include, in particular, risks that affect the price of the Underlying or the Basket Components. The effect of falling, rising or fluctuating prices of the Underlying or the Basket Components on the Securities and the specific major risks associated therewith are already described in section "II.B.2. Risks related to the Payment Profile of the Securities" above.

The Securities may be related to the following types of Underlying (categories) to:

II. Risk Factors

- Shares (see section "II.B.5.a). Risks related to Shares"),
- Indices (see section "II.B.5.b). Risks related to Indices"),
- Commodities (see section "II.B.5.c). Risks related to Commodities"),
- Fund Shares (see section "II.B.5.d). Risks related to Fund Shares"),
- Currency Exchange Rates (see section "II.B.5.f) Risks related to Currency Exchange Rates as Underlyings"), and
- a Basket consisting of Shares, Indices, Commodities or Fund Shares (see section "II.B.5.e) Risks related to Baskets as Underlyings").

The risks related to another category of Underlyings can also be relevant for the Underlying of a Security, if indirect investments are made.

Examples:

For an Index whose components are Shares or an investment fund which invests in Shares or replicates a share index (ETF), the risk of investing in Shares and, if applicable, Indices may be realized.

Comment on this point: Below only the term "Underlying" is used. As the risks described in this category do, however, affect the Basket Components in the same way, the risk factors described are to be read to also apply to Basket Components and are therefore relevant for potential investors in all Product Types.

a) Risks related to Shares

Securities related to Shares as the Underlying (see section "V.B.1.a) Shares and Depository Receipts as Underlying") are associated with similar risks for the Security Holders as in case of a direct investment in the Shares. Hence, the main risks specifically associated with Shares as an Underlying are described in this risk sub-category.

- (i) Risks related to the insolvency of the issuer of a Share

The price of a Share can fall sharply or it can become worthless due to the insolvency of the issuer of the Share.

The Issuer of a Share might get into payment difficulties and insolvency or similar proceedings might be opened against its assets. In this case, there is a considerable risk that the price of the relevant Share will fall sharply or that the Share will become worthless.

II. Risk Factors

(ii) Risks related to business development of the issuer of a Share

A change in the business development of the issuer of the Share can adversely affect the price of the Share for the Security Holder.

The price of Shares depends in particular on the current and expected business development of the issuer of the Share. This can change over time and depends in particular on the following factors: profitability, innovative strength, outlook, development of business risks, industry sector or sales markets of the company. Corporate policy decisions can also have a significant negative impact on the share price. This includes, for example, business focus, capital measures or dividend payments.

(iii) Risks related to psychological effects

The price of a Share can fluctuate strongly due to psychological effects on the stock markets.

In addition to the fundamental company data (such as business development), psychological effects also play an important role on the stock markets. As a result of uncertainties, general expectations or speculation on the capital markets, the prices of Shares can fluctuate widely. They can also affect the price of a Share, even if there are no objective reasons for this.

In the event of speculations, possible future large-scale share sales in particular can have a significant negative impact on the price of a Share (e.g. in the case of short sales).

(iv) Risks associated with extraordinary events

In the event of extraordinary events, the material conditions and risk profile of a Share can change significantly.

A Share can be subject to certain extraordinary events. These include in particular capital increases against cash contributions, the issue of Securities with options or conversion rights into Shares, capital increases from company funds, distribution of special dividends, share splits, mergers, liquidations, nationalisation. Because of the occurrence of such an event, the economic environment and risk profile of the Share can change significantly. After a merger or split, the Securities may relate to a Share which the Security Holder may not have been aware of or which may be subject to significantly different economic risks, including a higher risk of insolvency. Such a change may have a negative effect on the future price development of the Share for the Security Holder.

(v) Risks associated with low or medium market capitalisation (small caps / mid-caps)

If a Share has only a low or medium market capitalization, the price of the Share can fluctuate strongly from time to time.

Shares in companies with a low (so-called small caps) to medium (so-called mid-caps) market capitalisation generally are subject to a higher risk of strong price fluctuations than Shares in companies with a high market capitalisation (so-called large caps or blue chips). In addition, the liquidity of Shares in companies with low market capitalisation may be rather limited due to low trading volumes, which may in particular result in a significant increase in the risk associated with

II. Risk Factors

the effects of the Issuer's Hedging Transactions on the Securities (see section "II.B.6.c) Risks resulting from negative effects of hedging transactions of the Issuer involving the Securities").

(vi) Risks in the case of Depository Receipts as the Underlying

There is a risk that Depository Receipts as the Underlying become worthless as a result of dispositions or enforcement measures. A total loss is possible.

Holders of Depository Receipts (see section "V.B.1.a) Shares and Depository Receipts as Underlying") generally bear the same risks as holders of the Shares underlying the Depository Receipts themselves. However, Depository Receipts can entail additional risks compared to Shares. This is because the legal owner of the underlying Share portfolio in case of Depository Receipts is a depository that also is the issuing agent of the Depository Receipts. In particular, in the event of the insolvency of this depository or in the event of enforcement measures against it, it is possible that the Shares that the Depository Receipts are based on will be subject to a disposal restriction. In addition, these Shares can be economically realised within the framework of an enforcement measure against the depository. In this case, the Holder of the Depository Receipts loses the rights to the underlying Shares evidenced by the share certificate. As a consequence, the Depository Receipt becomes worthless.

(vii) Risks related to group shares as the Underlying

In the case of Shares of an issuer that also belongs to the UniCredit Group, certain risks can have a greater impact on the Securities.

There are special risks in case another company belonging to the same group as the Issuer (the "UniCredit Group") has issued the Shares ("Group Shares") which are used as Underlying for the Securities.

The reason is: The Issuer of the Securities and the issuer of the Group Shares as the Underlying can be affected by the same risks because they belong to the same corporate group. Examples for such risks are wrong business decisions, general risks in the credit industry, the impact of supervision and regulation, restructuring, unwinding measures and insolvency. This means: The realization of the risks can adversely influence, on the one hand, the price of the Group Shares. On the other hand, the credit worthiness of the Issuer of the Securities can decrease. Both events can have a substantial negative impact on the price of the Securities.

Since both the Issuer of the Securities as well as the issuer of the Group Shares belong to the UniCredit Group, opposing interests within the Group can also have negative effects on the development of the Securities. This can be, for example, contrary interests with regard to an increasing price for the Shares.

b) Risks related to Indices

Securities based on Indices as the Underlying (see section "V.B.1.b) Indices as Underlying") are associated with risks for Security Holders similar to those of direct investments in a comparable

II. Risk Factors

portfolio of the assets underlying the relevant Index (the "**Index Constituents**"). Hence, the main risks specifically associated with Indices as an Underlying are described in this risk sub-category.

(i) Risks related to the price development of the Index Constituents

The price development of the Index Constituents can adversely affect the price of the Index for the Security Holder.

The level of an Index is calculated on the basis of the value of its components. Changes in the value of the Index Constituents consequently directly affect the price of the Index (the "**Index Level**"). In addition, fluctuations in the value of one Index Constituent can be compounded by fluctuations in the value of other Index Constituents.

(ii) Risks related to the Index concept

An incomplete, erroneous or unsuitable Index Concept may adversely affect the price of the Index for the Security Holder. The Index can also be discontinued.

Each Index is based on a specific objective (the "**Index Objective**"), which is pursued on the basis of more or less strictly defined rules (the "**Index Concept**"). In particular, the Index Concept specifies the rules according to which the Index Constituents are selected and weighted, and how the respective Index Level is determined. The respective Index Concept therefore has a significant impact on the price performance of the respective Index. If the Index Concept is incomplete or includes errors or if it is not suitable to achieve the Index Objective, this can have a significant adverse effect on the price of the Index. Moreover, an incorrect or incomplete Index Concept may result in the Index no longer functioning in exceptional market situations. This means, for example, that the Index Level reaches extreme values or that the calculation of the Index must be discontinued temporarily or permanently.

(iii) Risks related to the composition of the Index

A change in the composition of an Index may adversely affect the price of the Index for the Security Holder.

If an Index is rebalanced or recompiled in accordance with the relevant Index Concept, the risk profile of the Index may change significantly.

Example:

An Index Constituent with a lower risk is replaced by an Index Constituent with a higher risk as part of the periodic reweighting.

The inclusion of new Index Constituents may hence give rise to additional risks. This can, in particular, lead to new issuer risks or country, region or industry-related risks (see section "II.B.6.g) Risks in the case of Underlyings related to countries, regions or industries").

II. Risk Factors

In the context of a rebalancing of the Index Constituents, the risk allocations within the Index can shift significantly. This means that the risk associated with an Index Constituent increases if its weighting in the Index increases or vice versa.

(iv) Risks related to Indices created or calculated by the Issuer

In case of Indices created or calculated by the Issuer, discretionary decisions by the Issuer may have a material adverse effect on the price of the Index for the Security Holder.

The Issuer or an affiliate can act as the sponsor of an Index (the "**Index Sponsor**"), the calculation agent for the index (the "**Index Calculation Agent**"), advisor or similar function in relation to an Index. In such a capacity, the Issuer or the affiliate can, inter alia:

- adjust the Index Concept,
- calculate the Index Level,
- change the composition and/or weighting of the Index.

The Issuer may exercise its discretion in deciding whether to adjust the Index Concept or to change the composition and/or weighting of the Index in accordance with the Index Concept. Such exercise of discretion can have a material effect on the future performance of the Index and can be subsequently found to be inaccurate, inadequate or unfavourable.

(v) Risks related to Strategy Indices

In the case of Strategy Indices, decisions by the Index Sponsor, the Index Calculation Agent and/or another person may affect the price of the Index adversely for the Security Holder, when implementing the investment strategy.

Strategy Indices map investment strategies defined by an Index Sponsor, without actual trading or investment activity in the Index Constituents. Strategy Indices regularly give the Index Sponsor, the Index Calculation Agent and/or another person (e.g. an advisor) broad discretion in determining composition and reweighting of the Index. The performance of the Index therefore is highly dependent on the expertise and reliability of the Index Sponsor, the Index Calculating Agent and/or the third party. Late, risky or faulty decisions by the Index Sponsor, the Index Calculation Agent and/or the third party can have an adverse effect for the Security Holder on the price of the Underlying when implementing the investment strategy.

The expertise of the relevant Index Sponsor, the Index Calculating Agent and/or the third party may depend heavily on the experience and skills of individual persons (so called key persons). If such key person is absent or otherwise is not available for composition and reweighting of the Index, this can have a material adverse effect for the Security Holder effect on the future performance of the Index.

c) Risks related to Commodities

Securities related to Commodities as the Underlying (see section "V.B.1.c) Commodities as Underlying") are associated with similar risks for the Security Holders as in case of a direct investment in the Commodities. Hence, the main risks specifically associated with Commodities as an Underlying are described in this risk sub-category.

(i) Risk related to the development of the price for Commodities

The price of Commodities may be adversely affected by a variety of different factors for the Security Holder.

An investment in Commodities as the Underlying is riskier than other investments, such as e.g. investments in bonds or shares. The reason for this is: the prices for Commodities can be subject to greater fluctuations, and markets for Commodities can have lower liquidity than e.g. stock markets. Changes in supply and demand can accordingly have a greater effect on the price and the fluctuations in value and on the price of a Commodity, respectively.

Apart from supply and demand the development in the price for a Commodity is influenced by numerous factors. These include in particular the following:

- speculation,
- bottlenecks in production,
- difficulties in deliveries,
- political unrest,
- economic crises,
- trade or export restrictions,
- unfavourable weather and natural disasters.

Commodities are often obtained in emerging markets and thus are more prone to the risks associated with the political and economic situation in emerging markets (on the associated risks, see also section "II.B.6.b) Risks in connection with foreign legal systems")

(ii) Risk resulting from low liquidity

Low liquidity can lead to strong price changes or price distortions. These may have a material adverse effect on the price of the Commodity for the Security Holder.

Many commodity markets are not particularly liquid, i.e. there is little activity both on the supply side and on the demand side. As a consequence, market participants are unable to react quickly and sufficiently to changes in supply and demand. In some circumstances, transactions can be carried

II. Risk Factors

out only at conditions that are unfavourable to a market participant. This can lead to significant price changes. Speculative investments by individual market participants may also cause price distortions (i.e. prices that do not reflect the actual price level). Such changes or distortions of commodity prices may have a material adverse effect on the price of the Commodity for the Security Holder.

d) Risks related to Fund Shares

Securities related to Fund Shares as the Underlying (see section "V.B.1.d) Fund Shares as Underlying") are associated with similar risks for the Security Holders as in case of a direct investment in the Fund Shares. Hence, the main risks specifically associated with Fund Shares as an Underlying are described in this risk sub-category.

(i) Risks related to the investment activity of the fund

The investment activity of an investment fund can have a material adverse effect on the price of the relevant Fund Shares for the Security Holder.

The development of the value of a Fund Share depends largely on the success of the investment activity of the relevant investment fund. These include in particular the following factors:

- development in the value of the assets acquired for the investment fund,
- investment risks of the assets acquired for the investment fund,
- investment strategy and investment decisions by the Management Company of the investment fund,
- tax burden in connection with the assets acquired for the investment fund,
- regulatory restrictions in connection with the assets acquired for the investment fund,
- valuation rules for the assets acquired by the investment fund and the prices available for the purpose of valuation,
- fees and costs of the fund at the level of the investment fund.

These factors may have a material adverse effect on the price of the Fund Shares for the Security Holder.

(ii) Risks related to extraordinary events

Upon the occurrence of extraordinary events, a Fund Share may change significantly or even cease to exist.

Fund Shares may be subject to certain extraordinary events (e.g. a merger with another fund or another unit class). Because of the occurrence of such an event, a Fund Share can significantly

II. Risk Factors

change or even be eliminated altogether with regard to its economic strategy and framework conditions and its risk profile. This may have a material adverse effect on the price of the Fund Share for the Security Holder.

(iii) Risks related to low regulatory requirements

In case of Alternative Investment Funds (AIF), lower regulatory requirements could favour investments in risky assets. This may have a material adverse effect on the price of the Fund Share for the Security Holder.

Investment funds which operate in accordance with the requirements of the Directive 2011/61/EU³ (the "Alternative Investment Funds" or "AIF") can concentrate their investments in a few assets and use a high degree of leveraging for investment purposes. Such investment funds can also invest in complex assets and in assets for which there are no well-functioning and transparent markets. In the case of AIFs which can only be purchased by certain investors (so-called "Special AIFs"), the regulatory requirements can be even lower and can be declared to a great extent not to be applicable. This means: In the case of an AIF and a Special AIF, there is a risk that prices cannot be definitively identified at which these assets can be sold at all times or at least on certain dates. The investment in such assets can involve substantial risks.

(iv) Risks related to regulatory requirements

There is a risk that a Fund Share can no longer be used as the Underlying due to regulatory requirements. The investment in the Security can even be reversed.

The distribution, acquisition and holding of Fund Shares can be subject to legal restrictions in the respectively relevant legal system, which might also apply to the distribution and acquisition of Securities with Fund Shares as the Underlying. Security Holders can accordingly be subject to the risk of a lack of participation in any favourable development of the Underlying.

(v) Risks related to the fund management

There is a risk that the fund management will make decisions to the detriment of the invested fund whose Fund Shares are used as the Underlying. This may have a material adverse effect on the price of the Fund Share for the Security Holders.

There is the risk that the fund manager or the investment advisor will make wrong decisions in connection with investments. There is furthermore the risk that the fund manager or the investment advisor violates the law or agreed investment strategies. Moreover, the fund manager or the investment advisor can act illegally, for example, by embezzling assets of the investment fund or violating provisions on market abuse. This can have a substantial, adverse impact on the price of the Fund Share.

³ Directive 2011/61/EU of the European Parliament and of The Council of 8 June 2011 on Alternative Investment Fund Managers.

II. Risk Factors

Conflicts of interest can also arise for the involved persons, especially with regard to the fund manager and the investment advisor. In addition to their mandate for one investment fund, fund managers and investment advisors also act for other customers, and this can lead to conflicts of interest in specific situations.

Examples:

The fund manager and the investment advisor also act for other investment funds which pursue similar investment goals. In the case of a limited possibility for placing an investment, preference can be given to another investment fund.

In addition, the fund manager and the investment advisor can also act at the same time for companies whose investment instruments are recommended to the respective investment fund for a purchase.

If the fund manager and investment advisor responsible for managing the investment fund are no longer available for portfolio management, this may have an adverse effect on the economic success of the investment fund. Moreover, investors in the investment fund could return a large number of Fund Shares in the event of a change in fund management.

(vi) Risks related to the redemption of Fund Shares

There is a risk that assets in the investment fund must be sold at prices which are not appropriate in the market due to a redemption of Fund Shares. This can have an adverse effect on the development of the value of the Fund Share for the Security Holder.

In the case of extensive demands for redemption, an investment fund may not have sufficient liquidity. As a consequence, the investment fund must liquidate its assets at prices which are not appropriate in the market, in order to raise liquid funds for the redemption of the Fund Shares. This as well as a reduction of the investment portfolio of the investment fund can lead to the investment fund having less of a broad spread. Under certain circumstances, substantial demands for redemption can lead to taking out loans or even to early dissolution of the investment fund.

(vii) Risks related to Exchange Traded Funds (ETF) whose shares are used as Fund Shares

There is a risk that an adverse development in the ETF Benchmark is passed on without any reduction due to lack of active management of the ETF. This can have a negative effect on the development of the value of the Fund Share for the Security Holder.

Investment funds in the form of Exchange Traded Funds ("ETF") generally have the goal of reflecting the development in value of a specific Index, basket or specific individual assets (the "ETF Benchmark").

Contrary to the situation with other investment funds, ETFs are generally not actively managed. Instead, the investment decisions are dictated by the relevant ETF Benchmark and its components. The following accordingly applies: An adverse development in the ETF Benchmark is passed on

II. Risk Factors

without any reduction and leads to a decrease in the net asset value of the ETF and the unit price determined on the respective exchange.

Deviations between the unit price for the ETF and the actual value of the ETF Benchmark cannot be excluded. There is a risk of deviations between the share value of the ETF and the actual value of the ETF Benchmarks in case of a replication of the ETF Benchmark.

ETFs can either completely replicate the development of an ETF Benchmark by directly investing in the assets included the respective ETF Benchmark. Alternatively, ETF Benchmarks can apply synthetic methods for replication, for example, swaps. Accordingly, the value of the ETF depends especially on the value and development of the assets and securities used to replicate the ETF Benchmark. In the event of a replication using derivatives (synthetic), the ETF is subject to the credit risk of the counterparties. The failure of the counterparties can have a substantial, adverse effect on the development in the value of the Fund Share for the Security Holder.

Furthermore, replicating an ETF Benchmark normally involves additional risks, such as the risk of illiquidity of components in the ETF Benchmark.

The unit price for an ETF determined on the respective exchange is determined on the basis of supply and demand. This unit price can be different from the net asset value published by the investment fund. Therefore, differences can arise between the unit price and the actual net asset value during the trading times. The risk of any different, adverse development in the ETF unit price can be especially amplified by differences in bid and offer prices (spread). The following then applies: Especially in the case of an adverse development in the value of the ETF or the ETF Benchmarks, ETFs are only redeemed on the exchange with high discounts. This can substantially adversely affect the development of the value of the Fund Share for the Security Holder.

e) Risks related to Baskets as Underlyings

(i) Risk with regard to the performance of the Basket Components

There is a risk that the price of one or more Basket Components will fall and the Security Holder will consequently suffer a loss.

The price development of the Underlying is directly depended on the price development of the Basket Components. If the price of Basket Components falls, it negatively affects the price development of the Underlying. Falling prices of one or more of the Basket Components may cancel out any favourable price development of other Basket Components. For this reason, the Security Holder may suffer a loss of the amount paid for the purchase of the Securities despite the favourable price development of one or more of the Basket Components.

(ii) Additional risk with regard to the weighting of the Basket Components

In case of a different weighting of the Basket Components, the negative price development of a basket component with a high weighting may have an increasingly negative effect on the price development of the Underlying.

II. Risk Factors

The weighting of a Basket Component has a significant influence on the extent to which its price development has an effect on the price development of the Underlying. The higher a Basket Component is weighted compared to the other Basket Components, the stronger the effect of falling prices of the relevant Basket Component on the price development of the Underlying.

(iii) Additional risk in relation to the correlation of the Basket Components

Security Holders may be exposed to a correlation risk with respect to the Basket Components.

If the Basket Components have similar characteristics, such as the same region, currency or industry, certain risks with respect to the Basket Components may accumulate and reinforce each other.

f) Risks related to Currency Exchange Rates as Underlyings

There is a risk that the unfavourable development of Currency Exchange Rates has an adverse effect on the value of the Securities.

Securities related to Currency Exchange Rates as the Underlying (see section "V.B.1.e) Currency Exchange Rates as Underlying") are associated with similar risks for the Security Holders as in case of a direct investment in the Currency Exchange Rates. Specifically, Currency Exchange Rates can be very volatile.

The development in the price for a Currency Exchange Rate can be influenced by many factors, in particular by the following:

- changes in international currency markets,
- speculations,
- macro-economic factors,
- interventions by the central banks and governments,
- political factors (including the imposition of currency controls and restrictions),
- psychological factors.

An investment in Currency Exchange Rates as the Underlying is riskier than other investments, such as e.g. investments in bonds or shares. The reason for this is: the prices of Currency Exchange Rates can be subject to greater volatility due to, amongst others, the factors described above.

Moreover, different sources may quote different prices for the same currency. This means that there is a risk of an unfavourable calculation of differential amounts for the Security Holder, in particular in case of continuous observation.

II. Risk Factors

In case of the calculation of the targeted Currency Exchange Rate indirectly via the computation of two Currency Exchange Rates (e.g. AUD/EUR and EUR/GBP). Such a Cross Currency Exchange Rate may differ materially from the Reference Price used for the calculation or specification of the Redemption Amount published by a recognized financial information provider or by a central bank.

6. Specific material risks which apply to all or several Underlyings and Basket Components

In this risk category potential investors will find a description of those risks that occur in connection with all or several types of Underlyings and Basket Components.

Comment on this point: Below only the term "Underlying" is used. As the risks described in this category do, however, affect the Basket Components in the same way, the risk factors described are to be read to also apply to Basket Components and are therefore relevant for potential investors in all Product Types.

a) Currency risk contained in the Underlying

The development of one or more exchange rates may adversely affect the price of the Underlying for the Security Holder.

The assets reflected in an Underlying may be traded or calculated in a currency other than the Underlying itself. This is the case in particular with cross-border Indices and funds where the Fund Shares are used as the Underlying. In this case, the exchange rates of these assets are generally converted into the currency of the Underlying as part of the ongoing price determination process. This is done on the basis of an exchange rate. Exchange rates are at times subject to considerable fluctuations and can change significantly over time. The price of the Underlying may rise or fall even if the value of the assets concerned remains stable. The Security Holder thus bears an exchange rate risk even if the Underlying itself is traded or calculated in the Specified Currency.

Example:

An Index is calculated in Euros. However, Index Constituents are Shares traded in Euros, Swiss francs and US dollars. In this case, the exchange rates for the conversion of Swiss francs and US dollars into Euros would have an impact on the performance of the Underlying.

b) Risks in connection with foreign legal systems

If the Underlying is governed by the legal system of another country, significant additional risks may exist. In particular, the value of the Underlying may fluctuate considerably.

The potential Underlyings may be subject to various legal systems. If the Underlying is governed by the legal system of another country, there may be a higher degree of uncertainty compared with the legal system of the Federal Republic of Germany or other industrialized countries with stable and developed legal systems. Such uncertainties may in particular be of a legal, political or economic nature.

Examples:

Political coups, wars, sanctions, embargoes, economic crises, nationalizations, expropriations or legal changes (including tax laws).

These uncertainties may, in particular, result in greater price fluctuations (volatility) of the Underlying or in a total loss in relation to the value of the Underlying (e.g. due to insolvency of the issuer of the Underlying). In addition, regulatory standards may be less developed or enforced. This includes, for example, compliance with transparency and reporting obligations. Potential investors therefore face the risk of making their investment decision on the basis of obsolete, incorrect or incomplete information about the Underlying.

c) Risks resulting from negative effects of hedging transactions of the Issuer involving the Securities

The dissolution of hedging transactions which the Issuer may negatively influence value of the Underlying for the Security Holder.

This can be done in particular by investing in the Underlying or by executing a derivative linked to the Underlying. The Issuer may dissolve or terminate Hedging Transactions in a significant volume during the term and upon redemption of the Securities. If a high volume of Hedging Transactions is dissolved, the price of the Underlying may fall.

Example:

The Issuer issues a high number of Securities relating to a specific Share. In addition, the Issuer hedges its future payment obligations under the Securities by purchasing the relevant Share (Hedging Transaction). On the Final Observation Date of the Securities, the Issuer then sells the relevant Shares on the stock exchange (dissolution of the Hedging Transaction) in order to pay the Redemption Amount out of the respective proceeds. Due to the sudden high supply, the price of the Share decreases.

d) Risks related to the regulation of Benchmarks

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

An Underlying may be a so-called benchmark (the "**Benchmark**") within the meaning of the Regulation (EU) 2016/1011⁴ (the "**Benchmark Regulation**").

According to the Benchmark Regulation, the Issuer may use a Benchmark as the Underlying or Reference Rate of the Securities only if its administrator (the "**Benchmark Administrator**") or the Benchmark itself is entered in a public register. Exception: The Transitional Period (as defined

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

II. Risk Factors

below) under the Benchmark Regulation has not yet expired. In general, the "**Transitional Period**" ended on 31 December 2019. However, for existing Benchmarks which have been recognised by the European Commission as critical benchmarks as well as for certain Benchmarks which are provided by a Benchmark Administrator located in a third country the Transitional Period ends on 31 December 2021.

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

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

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

The impermissibility of using a Benchmark, the cessation of the Benchmark or a material change in its calculation or publication can entitle the Issuer to adjustments to the Terms and Conditions of the Securities (see section "II.B.3.c) Risks arising from Adjustments to the Terms and Conditions of the Securities"). In this case in particular the original Underlying may be replaced by another Benchmark.

Furthermore, a termination of the listing or trading of the Securities on an exchange cannot be excluded. In this situation Security Holders could be subject to the risk of lack of trading or trading with limited liquidity in the Securities (see section "II.B.4.d) Risk that no active trading market for the Securities exists").

e) **Risks based on conflicts of interest of the Issuer with regard to the Underlying**

The Issuer and its affiliates can pursue interests which influence the price for the Underlying to the disadvantage of the Security Holder.

The Issuer and its affiliates can, in the context of the interests followed in the course of their normal business activities (e.g. investment advisor or asset manager) or enter into transactions (e.g. derivative transactions), that are adverse to or do not take into account the interests of the Security Holders.

Example:

The Issuer advises to buy a share that is used as an Underlying to a Security, albeit having simultaneously issued Securities that decrease in value upon a decrease in the price of the share.

f) Risks resulting from limited or outdated information about the Underlying

An investment in the Securities may subsequently turn out to be wrong or not advantageous for the Security Holder due to limited or outdated information on the Underlying or its development.

Information on the Underlying may not be publicly available, only available to a limited extent or with a time delay. This may apply in particular to the current price of the Underlying, the past and future performance of the Underlying and the intensity of its price fluctuation (volatility).

The Issuer and its affiliates may possess or obtain material, non-public information about the Underlying. The Issuer and its affiliates are not obliged to disclose such information to the Security Holders.

It is therefore possible that potential investors make decisions on the purchase or sale of the Securities on the basis of limited or outdated information about the Underlying or its price performance which subsequently prove to be wrong or not advantageous for the investor.

g) Risks in the case of Underlyings related to countries, regions or industries

In the case of an Underlying with a strong country, region or industry reference, the Security Holder is subjected to an increased concentration risk.

The "**Concentration Risk**" describes the risk that, in the event of a generally unfavourable economic development in a particular country, region or industry, this development will have an unrestricted adverse effect on the price performance of an Underlying. If multiple countries, regions or industries are represented in an Underlying, they may be unevenly weighted. This means that an unfavourable development in a country, region or industry with a high weighting can have a disproportionate or direct impact on the price development of the Underlying.

A strong country, region or industry reference is given in particular, if the Underlying only reflects the performance of assets from certain countries, regions or industries or if the issuer of an Underlying primarily operates in certain countries, regions or industries.

Example:

The Underlying is a Share of a company that operates exclusively in one country, or the Underlying is an Index or Fund Share that is composed exclusively of Shares from such country.

h) Adverse effects of fees on the Underlying

Fees can reduce the value of the Underlying.

Fees and other costs can be incurred at the level of the Underlying which are deducted from the assets or price of the Underlying and reduce the price of the Underlying. These fees and other costs may also cause the price of the Underlying to underperform compared to a direct investment in the

II. Risk Factors

assets concerned. The price of the Underlying may fall even if the value of the assets concerned remains stable or slightly rises.

Example:

The Underlying is a Fund Share where the relevant fund pays an ongoing administrative compensation for the Fund Management. This is deducted from the fund assets from time to time and thus reduces the price of the Fund Share.

The Underlying is an Index where the concept of the Index provides for a fee for calculating the Index. This will be deducted from the Index from time to time and thus reduces the level of the Index.

III. INFORMATION ON THE BASE PROSPECTUS

A. Responsibility Statement

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

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

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

This Base Prospectus has been approved by the *Bundesanstalt für Finanzdienstleistungsaufsicht* ("BaFin") in accordance with the PR for a public offering and the admission to trading of the Securities. BaFin is the competent authority for the Federal Republic of Germany for the purposes of the PR. In accordance with the PR, BaFin only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency. The approval should not be considered as an endorsement of the Issuer or of the quality of the Securities that are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Securities.

Following the approval, the Issuer will publish any significant new factor, material mistake or material inaccuracy in relation to information contained in this Base Prospectus which may influence the value of the Securities. The publication will be made in a supplement pursuant to Article 23 (1) and (2) PR (each of them a "**Supplement**"). As of the publication of the Supplement, this Base Prospectus will have to be read in conjunction with the respective Supplement.

In addition to the Federal Republic of Germany, public offerings or the admission to trading of Securities pursuant to this Base Prospectus shall be made in Croatia, the Czech Republic, Federal Republic of Germany, Hungary, Italy, Luxembourg, Poland and/or the Slovak Republic. For this purpose, BaFin at the request of the Issuer has provided an electronic copy of this Base Prospectus and a certificate of its approval to the competent authorities in these countries pursuant to Article 25 PR (notification). This certificate states that the Base Prospectus has been prepared in accordance with the PR.

The validity of this Base Prospectus will expire on 11 March 2021. Following this date, the obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies no longer applies.

C. Publication of this Base Prospectus

This Base Prospectus has to be published in accordance with the PR prior to the public offering or the admission to trading of the Securities. The Issuer publishes the Base Prospectus on its website (www.onemarkets.de) in section "Rechtliches" and subsection "Basisprospekte". In addition, the Base Prospectus, any Supplements and the respective Final Terms together with the Summary will be published on the website www.onemarkets.de (in case the Federal Republic of Germany or Luxembourg is the Offering Country), www.onemarkets.hr (in case Croatia is the Offering Country), www.onemarkets.cz (in case the Czech Republic is the Offering Country), www.onemarkets.hu (in case Hungary is the Offering Country), www.investimenti.unicredit.it (in case Italy is the Offering Country), www.onemarkets.pl (in case Poland is the Offering Country) and/or www.onemarkets.sk (in case the Slovak Republic is the Offering Country) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).

D. Consent to the Use of the Base Prospectus

In order for other financial intermediaries (e.g. investment advisors or asset managers) besides the Issuer to be able to use this Base Prospectus for subsequent resale or final placement of the Securities, a written consent by the Issuer is necessary.

For this purpose, the Issuer may give general consent or individual consent. In both cases the Issuer takes responsibility for the content of this Base Prospectus also with respect to subsequent resale or the final placement of the Securities. The consent is valid in the Offering Countries for the Offering Period. The "**Offering Period**" will be specified in the Final Terms.

General consent

In case of general consent, the following applies: The Issuer consents to the use of the Base Prospectus, any supplement thereto and the relevant Final Terms with respect to the subsequent resale or the final placement of the Securities by all financial intermediaries.

Any financial intermediary using the Base Prospectus, any supplement thereto and the relevant Final Terms shall state on its website that it uses the Base Prospectus in accordance with this consent and the conditions attached to this consent.

Individual consent

In case of individual consent, the following applies: The Issuer consents to the use of the Base Prospectus, any supplement thereto and the relevant Final Terms with respect to the subsequent resale or the final placement of the Securities by one or more financial intermediaries. The names and addresses of these financial intermediaries that are permitted to use the Base Prospectus, any supplement thereto and the relevant Final Terms, will be specified in the Final Terms. New information with respect to financial intermediaries unknown at the time of the approval of the Base

III. Information on the Base Prospectus

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. The "**Website of the Issuer**" will be specified in the Final Terms.

Conditions for the consent

The consent of the Issuer is subject to the following conditions to which any financial intermediary has to adhere:

- (i) Each financial intermediary using the Base Prospectus must ensure that it observes all applicable laws and complies with the Selling Restrictions and the Terms and Conditions.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

Furthermore, in connection with the consent to the use of the Base Prospectus the Issuer may impose the following conditions:

- (iii) The financial intermediary using the Base Prospectus commits itself to comply with 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 Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.
- (iv) 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.

E. Public offer and admission to trading under the Base Prospectus

Under this Base Prospectus, the Issuer can

- make a public offer for the Securities,
- apply for the admission to trading of the Securities,
- or increase the issue volume of Securities which have already been issued by way of a public offer (Increase).

This also includes the continuation or re-opening of a public offering of Securities issued pursuant to a Previous Prospectus.

III. Information on the Base Prospectus

For this purpose, the Issuer will in each case prepare and publish Final Terms (together with a Summary) for the Securities pursuant to this Base Prospectus (see section "I.C. General Description of the Base Prospectus").

In case of a public offer or the application for admission to trading or an Increase of Securities, which for the first time are publicly offered or admitted to trading under this Base Prospectus, the Final Terms must be read together with the "Description of the Securities" and "Conditions of the Securities" set out in this Base Prospectus.

In case the public offer pertains to Securities which were publicly offered or admitted to trading for the first time under a Previous Prospectus, the Final Terms will have to be read in conjunction with the description of the securities and the terms and conditions of the relevant Previous Prospectus. Those have been incorporated by reference in sections "VI.R. Description of the Securities incorporated by reference in the Base Prospectus" and "VIII. Conditions of the Securities incorporated by Reference in the Base Prospectus". In that case, the relevant Previous Prospectus will be specified in the Final Terms.

"Previous Prospectus" means each of the following base prospectuses:

- the Base Prospectus of UniCredit Bank AG dated 25 May 2018 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) and
- the Base Prospectus of UniCredit Bank AG dated 15 March 2019 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II.

F. Other notes

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

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

IV. INFORMATION ON THE OFFER AND THE ADMISSION TO TRADING

A. Information on the offer of the Securities

1. General information on the offer of Securities

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

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

The first day of the public offer ("**First Day of Public Offer**") or, as the case may be, the begin of a new public offer ("**Begin of a New Public Offer**") of the Securities will be specified in the Final Terms.

Furthermore, the relevant Final Terms will specify, whether the offer constitutes a continuation of the public offer or an increase of a series of Securities already issued.

2. Offer of Securities with a subscription period

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

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

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

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

IV. Information on the offer and the admission to trading

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

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

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.

3. Offer of Securities without a subscription period

The Securities can also be offered to potential investors without a subscription period. In that case, the Securities will be continuously offered as from the First Day of Public Offer or the Begin of a New Public Offer, as the case may be.

4. Additional information about the offering of the Securities

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

- (i) whether the Securities are offered continuously from the First Day of Public Offer or the Begin of a New Public Offer;
- (ii) whether the continuous offer occurs at the relevant latest offer price (ask price) of the Issuer;
- (iii) whether the public offer may at any time and without giving the cause may be terminated by the Issuer;
- (iv) the smallest transferable unit;
- (v) the smallest tradeable unit;
- (vi) further information on how the Securities may be purchased.

5. Issue Price for the Securities

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

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

IV. Information on the offer and the admission to trading

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

In case the Issue Price per Security is not yet determined at the time of the issuance of the Securities or cannot be specified in the Final Terms for any other reason, the Issue Price per Security will be determined by the Issuer on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees). The Issue Price and the continuous offer price of the Securities will be published by the Issuer after their determination in accordance with the Final Terms.

6. Costs and expenses charged to the subscriber or purchaser

The Issue Price includes product specific initial costs and may also include inducements. The Issue Price may also include an agio. These costs will be specified in the relevant Final Terms.

The Security Holder may also be subjected to on-going costs.

The Issue Price as well as the bid and ask prices provided by the Issuer during the term of the Securities are based on the internal pricing models of the Issuer.

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

7. Issuance and delivery of the Securities

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

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

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

Option: Delivery against payment

The Securities are delivered to the subscriber or purchaser, as applicable against the payment of the Issue Price (see "IV.A.5. Issue Price for the Securities").

Option: Delivery without payment

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

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

IV. Information on the offer and the admission to trading

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

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

B. Information on the admission of the Securities to trading

1. Admission to trading / date of admission

The Issuer may make an application to admit the Securities to trading on a regulated market, a third country market, a multilateral trading system and/or another exchange or another market and/or trading system. In such a case the relevant Final Terms set out the relevant exchanges, markets or trading systems.

If known, the Final Terms will also include the first date on which the Securities are or are expected to be admitted to trading.

Even if the Issuer submits an application, there is no guarantee that the application will be granted. There is also no guarantee that active trading in the Securities will take place or develop. The Issuer does not assume an obligation to maintain the admission to trading during the term of the Securities.

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

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

2. Market Maker and intermediaries in secondary trading

The Issuer can commission a third party to provide liquidity for the relevant Security (the "**Market Maker**"). The Issuer may also act itself as Market Maker. There is however no obligation to do so. The Market Maker will, in accordance with the relevant rules of the respective trading locations, regularly submit bid and ask prices (purchase and selling prices) during the normal trading hours for the Securities under normal market conditions. Please also refer to section "IV.C.1.d) Pricing by the Issuer".

IV. Information on the offer and the admission to trading

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

C. Other information

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

a) Other transactions

The Issuer is active on a daily basis in the international and German securities, currency, credit derivatives and commodities markets. The Issuer can accordingly conclude transactions for the own account or for the account of customers that directly or indirectly relate to the Securities.

Furthermore, the Issuer may conclude transaction in relation to the relevant Underlying. When concluding these transactions, the Issuer can act as if the Securities had not been issued. Such transaction can have a negative effect on the value and/or the ability to trade the Securities. The Issuer can pursue economic interests which are contrary to your interests when doing so.

This includes transactions of the Issuer that hedge its obligations under the Securities. The value of the Securities may also be affected by the dissolution of some or all of these hedging transactions.

The Issuer can purchase and sell Securities for the own account or for the account of third parties and issue other Securities. In particular, the Issuer, a distribution partner and their affiliates may issue securities in relation to an Underlying on which they have already issued securities.

With regard to trading of the Securities the Issuer has a conflict of interest being also the Market Maker on a regulated or third country market(s), if indicated in the Final Terms; moreover a relevant regulated or third country 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.

b) Business relationships

Every distribution partner and/or its affiliates may be customers or borrower of the Issuer or its affiliates. Furthermore, these distribution partner and their affiliates may have entered into investment banking and/or (commercial bank) transactions with the Issuer and its affiliates. They may also continue to enter into such transactions in the future and may render services to the Issuer and its affiliates in the ordinary course of business. For this reason, the distribution partners and/or their affiliates may have a special interest in the commercial success of the Issuer and in continuing their business relations with the Issuer.

IV. Information on the offer and the admission to trading

In addition, conflicts of interest of the Issuer or the persons involved in the offer may arise from the following reasons and may lead to decisions unfavourable for the Security Holder being made:

- The Issuer itself determines the Issue Price.
- Distribution partners may receive certain financial rewards in the form of sales-dependant placement provisions and/or portfolio commissions.
- The Issuer, a distribution partner, as well as any of their affiliates may act as Calculation Agent or Paying Agent under the Securities.
- The Issuer, a distribution partner, as well as any of their affiliates maintains business relations with other issuers of financial instruments, their affiliates, competitors or guarantors.
- The Issuer, a distribution partner, as well as any of their affiliates act as syndicate bank, financial advisor or bank of another issuer of financial instruments. The Issuer or one of its affiliates may itself act as an index sponsor, index calculator, consultant or index committee of an index compiled by it or by a legal entity belonging to the same group.
- The Issuer as well as any of their affiliates might be acting as advisor of funds.

c) Information in relation to the Underlying

The Issuer and its affiliates may possess or obtain material, non-public information on the Underlying. The Issuer and its affiliates are not obliged to disclose such information to the Security Holders. Potential investors therefore depend on public information when analysing the 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.

d) Pricing by the Issuer

The Issuer or its affiliates can act as the Market Maker for the Securities.

The Market Maker is responsible for setting the prices for the Securities. The prices are then not directly determined by supply and demand. Therefore the setting of the price for the Securities differs from exchange trading, where the price relies on supply and demand.

The Issuer and its affiliates may also act as Market Maker for the Underlying.

Market Making can influence the price of the Underlying and thereby the value of the Securities. The prices set by the Market Maker will not always correspond to the prices which would develop in a liquid market. Bid and ask prices quoted by the Market Maker on the secondary market are determined on the basis of the fair value of the Securities. The fair value depends, among other things, on the value of the Underlying.

IV. Information on the offer and the admission to trading

The Market Maker sets the spread between the bid and ask prices. The bid price is the price at which the Market Maker buys the Securities. The ask price is the price at which the Market Maker sells the Securities. The spread depends both on supply and demand for the Securities and on certain yield considerations. Some costs are deducted when pricing the Securities over the life of the Securities. However, this is not always done evenly over the term. Costs can be deducted in full from the fair value of the Securities at an early stage as determined by Market Maker. The prices quoted by the Market Maker may therefore deviate significantly from the fair value or the economically expected value of the Securities. In addition, the Market Maker may at any time change the method by which it determines the prices quoted. For example, the Market Maker may increase or decrease the spread between bid and ask prices.

2. Use of Proceeds and Reasons for the Offer

The net proceeds from each issue of Securities by the Issuer will be used for making profit and/or hedging certain risks.

3. Publications after completed issuance of the Securities

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

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

V. GENERAL INFORMATION ON THE SECURITIES

A. Information on the Securities

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

The Securities can be issued either as non-par value structured notes or as certificates with a Nominal Amount.

In case the Securities are issued under German law, the following applies: The Securities, as to form and content, and all rights and obligations of the Issuer and the Security Holder shall be governed by the laws of the Federal Republic of Germany. The Securities will be represented by a bearer global note (the "**Global Note**") without interest coupons. The Global Note will be held in custody by the Clearing System. The "**Clearing System**" will be specified in the Final Terms. The right to receive Securities in definitive form is excluded. The rights of the Security Holders – including any claims for interest – result from the Global Note. The Securities are transferrable as co-ownership interest in the Global Note pursuant to the relevant regulations of the respective Clearing System.

In case the Securities are issued under Italian law, the following applies: The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy. The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System.

In any case, potential investors should take note of the Selling Restrictions for each offer countries described in section "XII.A. Selling Restrictions".

The Securities may be issued in different currencies (the "**Specified Currency**"), such as Euros or US-Dollars. That means that all payments out of and under the Securities will be made in the Specified Currency. The Specified Currency will be specified in the Final Terms.

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

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

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

The recovery and resolution laws applicable to the Issuer comprising the

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

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

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

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

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

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

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

V. General information on the Securities

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

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

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

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

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

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

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

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

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

a) Interest on the Securities

Certain Product Types may provide for a one-time or ongoing interest payments to the Security Holders.

Otherwise, the Securities generally do not provide any interest payment.

If the Securities bear interest the following applies:

The Securities bear interest from the Interest Commencement Date until the Interest End Date. The "**Interest Commencement Date**" and "**Interest End Date**" will be specified in the relevant Final Terms.

The relevant Interest Amount will be by multiplying the product of the Interest Rate with the Nominal Amount or Aggregate Nominal Amount, as applicable, with the Day Count Fraction.

Payment of interest will be made on the relevant Interest Payment Dates. The "**Interest Payment Date**" will be specified in the relevant Final Terms.

Further information on interest payments on the Securities is described in section "VI. Description of the Securities" on page 64 et seq.

b) Payment of Additional Amounts

Certain Product Types may provide for a one-time or ongoing payment of Additional Amounts to the Security Holder.

Further information on payment of Additional Amounts is described in section "VI. Description of the Securities" on page 64 et seq.

c) Redemption of the Securities

The Securities will be issued as **Securities with cash settlement**.

This means, the Securities will be redeemed by payment of the Redemption Amount.

"The Securities have a definite term. They are redeemed by payment of a cash amount on the Final Payment Date. The Final Payment Date will be specified in the relevant Final Terms.

"Further information on the redemption of the Securities on the Final Payment Date are set out in section "VI. Description of the Securities" on page 64 et seq.

d) Market Disruptions

During the term of the Securities, Market Disruption Events may occur that affect the Securities.

As a consequence of the occurrence of a Market Disruption Event the Calculation Agent may, for example, postpone an Observation Date specified in the Final Terms or the determination of a Reference Price of the Underlying by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities). Under certain circumstances, the subsequent Payment Dates may be postponed accordingly.

Depending on the type of Underlying, the following events may be considered "Market Disruption Events":

Market Disruption Event with regard to Shares as Underlying

- The failure of the Relevant Exchange to open for trading during its regular trading sessions.
- The suspension or restriction of trading in the Underlying on the Relevant Exchange.
- In general, the suspension or restriction of trading in a Derivative of the Underlying, its components or a Basket Component on the Determining Futures Exchange.

Market Disruption Event with respect to Indices (other than Indices on Fund Shares) as Underlying

- In general, the suspension or restriction of trading on the exchanges or the markets on which the securities that form the basis for the Underlying or a Basket Component are listed or traded.
- In general, the suspension or restriction of trading on the exchanges or the markets on which the components of the Underlying are listed or traded.
- In general, the suspension or restriction of trading on the futures exchanges or the markets on which Derivatives of the Underlying are listed or traded.
- In relation to individual Securities that form the basis of the Underlying, the suspension or restriction of trading on the exchanges or the markets on which the securities or their derivatives are listed or traded.
- In relation to individual components of the Underlying, the suspension or restriction of trading on the exchanges or the markets on which the components or their derivatives are listed or traded.
- 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.

- 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.

Market Disruption Event with respect to Indices on Fund Shares as Underlying

In relation to the Underlying:

- In general, suspension or restriction of trading generally on the exchanges or markets on which the Underlying or a Basket Component are traded.
- In relation to individual Index Constituents, the suspension or restriction of trading on the exchanges or the markets on which the Index Constituents or their derivatives are listed or traded.
- 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.
- 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.

In relation to the Fund Share

- The failure to calculate or the non-publication of the calculation of the respective net asset value (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.
- The closure, conversion or insolvency of the Fund or other circumstances which make it impossible to determine the NAV.
- 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.
- The Fund or the respective management company redeems the Fund Shares in return for payment in kind instead of payment in cash.
- Comparable events which affect the ability of the Issuer to hedge its obligations under the Securities.
- 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

Market Disruption Event with regard to Commodities as Underlying

- The suspension or restriction of trading or price determination of the Underlying on the Reference Market.
- In general, the suspension or restriction of trading in a Derivative of the Underlying on the Determining Futures Exchange.

Market Disruption Event with regard to Fund Shares (other than ETFs) as Underlying

- The failure to calculate or the non-publication of the calculation of the net asset value (NAV) as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company.
- The closure, conversion or insolvency of the Underlying or other circumstances which make it impossible to determine the NAV.
- 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.
- The Fund or the Management Company redeems the Fund Shares in return for payment in kind instead of payment in cash.
- Comparable events which affect the ability of the Issuer to hedge its obligations under the Securities.
- 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.

Market Disruption Event with regard to ETFs as Underlying

- The failure of the Relevant Exchange to open for trading during its regular trading sessions.
- The suspension or restriction of trading in the Underlying on the Relevant Exchange.
- In general the suspension or restriction of trading in a derivative on the index which the ETF aims to replicate ("**ETF-Benchmark**") or on an index which only differs from the ETF-Benchmark in the treatment of dividends, interest or distributions or the currency in which such index is calculated.
- 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.

Market Disruption Event with regard to Currency Exchange Rates as Underlying

- The failure of the Fixing Sponsor to publish the respective Currency Exchange Rate.
- In general, the suspension or restriction of trading for at least one of the relevant currencies (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate.
- Any other events with commercial effects which are similar to the events listed above.

The Final Terms will specify which of the above events shall constitute Market Disruption Events in respect of the relevant Securities. The Market Disruption Events must be material. The Calculation Agent determines the materiality in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

e) Adjustments to the Terms and Conditions

The Calculation Agent may adjust the Terms and Conditions if an Adjustment Event occurs. Adjustments Events may have a significant impact on the Securities.

An "Adjustment Event" is, for example, each of the following events, depending on the type of Underlying:

Adjustment Event with regard to Shares as Underlying

- The company that issued the Underlying or a third party performs a corporate action (such as a merger) with respect to the Underlying.

Adjustment Event with respect to Indices as Underlying

- A change to the relevant Index Concept (for example, a change in the composition of the Index not previously anticipated).

Adjustment Event with regard to Commodities as Underlying

- A change in the Relevant Trading Conditions of the Underlying.

Adjustment Event with respect to Fund Shares as Underlying

- Changes to the fund that affects the ability of the Issuer to hedge its obligations under the Securities (such as a change in investment strategy).

Adjustment Event with regard to Currency Exchange Rates as Underlying

- A material modification in the method for determination and/or publication of the relevant Currency Exchange Rates by the Fixing Sponsor.

Depending on the type of Underlying, the Terms and Conditions may provide for further Adjustment Events. The Final Terms will specify the Adjustment Event applicable to the relevant Securities. The Calculation Agent determines the occurrence of an Adjustment Event in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

If the Calculation Agent determines an Adjustment Event, the Calculation Agent may adjust the Terms and Conditions (in particular the relevant Underlying, the Ratio specified in the Final Terms and/or all prices of the Underlying which have been specified by the Calculation Agent).

In addition, the Calculation Agent may make the following further adjustments depending on the respective type of Underlying in accordance with the Terms and Conditions:

- The Calculation Agent may redetermine a published NAV, Reference Price, or price of the Underlying if it is subsequently corrected (Replacement Specification).
- The Calculation Agent may determine a Replacement Underlying or Replacement Basket Component and, if necessary, make further adjustments to the Terms and Conditions.
- The Calculation Agent may designate a Replacement Reference Market and, if necessary, make further adjustments to the Terms and Conditions.

The Final Terms will specify which of the above measures may be performed by the Calculation Agent with respect to the relevant Securities. The Calculation Agent performs adjustments in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities). The Calculation Agent shall, if possible, ensure that the economic situation of the Security Holders remains unchanged.

f) **Conversion right of the Issuer**

Upon the occurrence of one or more Conversion Events, the Issuer may convert the Securities in accordance with the Terms and Conditions and by payment of the Settlement Amount on the Redemption Date.

The "**Settlement Amount**" is the fair market value of the Securities on the tenth Banking Day following the occurrence of a Conversion Event for obligations of the Issuer with the same remaining period as the Securities until the Redemption Date plus interest. The market value is determined by the Calculation Agent in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities). The Redemption Amount is in any case no less than the Minimum Amount.

Depending on the type of Underlying, the following events may, as an example, be considered as "**Conversion Events**":

Conversion Events with regard to Shares as Underlying

- The price quotation of the Underlying on the Relevant Exchange is finally ceased and no Substitute Exchange could be determined.

Conversion Events with regard to Indices as Underlying

- The Calculation of the Underlying is discontinued and no suitable Replacement Underlying is available.

Conversion Events with regard to Commodities as Underlying

- The trading of the Underlying on the Reference Market is discontinued and no suitable Replacement Reference Market is available or could be determined.

Conversion Events with regard to Fund Shares as Underlying

- A Fund Replacement Event occurs and no Replacement Underlying or Replacement Basket Component is available.

Depending upon the type of Underlying further possible Conversion Events are specified in the Final Terms. The Final Terms will specify which of the above events will apply as Conversion Events to the respective Securities. The Calculation Agent determines the existence of Conversion Events in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

g) Rescission by the Issuer / Corrections

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

Furthermore, the Issuer is entitled to correct or amend incomplete or inconsistent provisions in the Terms and Conditions in its reasonable discretion (§ 315 et seq. BGB) (in case of German law Securities) or acting in accordance with relevant market practice and in good faith (in case of Italian law Securities).

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

h) Tax

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

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

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

i) Presentation Period

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

4. Payments

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

The "**Principal Paying Agents**" under the Programme are UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany and (for Securities deposited with Clearstream Banking SA and Euroclear Bank) Citibank, N.A., London Office, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom. The French Paying Agent for Euroclear France S.A. is CACEIS Bank S.A., 1-3 rue place Valhubert, 75206 Paris Cedex 13, France. The Luxembourg Listing Agent under the Programme is BNP Paribas Securities Services, Luxembourg Branch, 60, avenue J.F. Kennedy, L-1855 Luxembourg. The Issuer may decide to appoint additional paying agents (the "**Paying Agents**") and revoke the appointment of Paying Agents.

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

If the due date for any payment under the Securities (the "**Payment Date**") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day.

V. General information on the Securities

The Security Holders shall not be entitled to further interest or other payments in respect of such delay. Which days will be considered "**Banking Days**" will be specified in the Final Terms.

5. Rating of the Securities

Current unsecured bonds issued by the Issuer have been rated (status as of March 2020) as follows by Fitch Ratings ("**Fitch**"), Moody's Investors Service ("**Moody's**") and Standard and Poor's Global Ratings ("**S&P**"):

	Long-term Securities	Short-term Securities	Forecast
Fitch	BBB+ ¹	F2 ¹	
Moody's	A2 ²	P-1 ²	Stable
S&P	BBB+ ³	A-2 ³	

¹ Term used by Fitch: "Preferred Senior Unsecured Debt/Senior Preferred Debt Issuance Programme".

² Term used by Moody's: "Preferred Senior Unsecured Debt/Senior Unsecured".

³ Term used by S&P: "Preferred Senior Unsecured Debt/Senior Unsecured".

Fitch, Moody's and S&P are established in the European Economic Area or have relevant subsidiaries which are established in the European Economic Area and have been registered in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended and are included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority at <https://www.esma.europa.eu/supervision/credit-ratingagencies/risk>.

The following section gives a detailed overview over the definitions used by each rating agency.

a) **Fitch**

Definitions for long term ratings

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. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.
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Definitions for short term ratings

F2	Good intrinsic capacity for timely payment of financial commitments.
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b) Moody's

Definitions for long term ratings

A	Obligations rated A are judged to be upper-medium grade and are subject to low credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. Additionally, a "(hyb)" indicator is appended to all ratings of hybrid securities issued by banks, insurers, finance companies, and securities firms.
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Definitions for short term ratings

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

Stable	A stable outlook indicates a low likelihood of a rating change over the medium term.
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c) S&P

Definitions for long term 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 on the obligation. ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.
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Definitions for short term 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 commitments on the obligation is satisfactory.
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Forecast

Negative	Negative means that a rating may be lowered.
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6. Information according to Article 29 of the Benchmark Regulation

The Underlyings or Basket Components may be Benchmarks within the meaning of the Regulation (EU) 2016/1011⁵ ("**Benchmark Regulation**"). A "**Benchmark**" is a published figure which is referenced to determine payments under a financial instrument (e.g. the Securities). In connection with the Securities, Benchmarks can include:

- an Index, or
- a Commodity (with respect to the market price used as a reference).

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

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

⁵ 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.

B. Information regarding the Underlying

1. General Information on the Underlying

The Underlying is the main influencing factor on the value and the redemption of the Securities. Section "VI. Description of the Securities" on page 64 et seq. describes how the value of the Underlying influences the value of the Securities, their redemption and other payments under the Securities.

The "Underlying" of the Securities may be one of the asset classes described as follows, in which case it is a Security with Single Underlying.

The Underlying of the Multi Underlying Securities may also be a basket of one of the asset classes, whose Basket Components may be either Shares, Indices or Commodities (as described below).

The relevant Underlying of the Securities is specified in the Final Terms. Additionally, the Final Terms specify where information on the Underlying may be obtained, including information on where electronic information on past and future developments of the Underlying and its volatility may be found and if such information is available free of charge or not.

The price of the Underlying may be determined in Euros or in any other currency, in which the Underlying is traded (the "**Base Currency**"). The Base Currency will be specified in the Final Terms.

a) Shares and Depository Receipts as Underlying

The term "**Share**" comprises stocks of whatever kind.

The term **Share** also comprises securities with the form of depository receipts (e.g. American Depository Receipts (ADRs) or Regional Depository Receipts (RDRs) (respectively "**Depository Receipts**")).

Shares in an investment capital are not comprised by the term.

The name of the Issuer of the Share that forms the Underlying for the Securities, its ISIN and potentially further information will be specified in the Final Terms.

b) Indices as Underlying

An "**Index**" refers to one or more assets or financial instruments of a certain category (e.g. Shares, Indices, Commodities, Futures Contracts, Currency Exchange Rates or Fund Shares (an Index referring to Fund Shares, a "**Fund Index**").

The term Index comprises also the following Indices:

- (i) Indices that are composed by the Issuer or another entity of the same group. For this purpose, the Issuer has been entered into the register administered by the European Securities and Markets Authority in accordance with Article 36 of the Benchmark Regulation (see section "V.A.6. Information according to Article 29 of the Benchmark Regulation")
- (ii) Indices where net dividends and other distributions of their components ("**Dividend Payments**") are distributed fictitiously (a "**Distributing Index**"). For this purpose, a theoretical cash component is published on a regular basis as determined by the Index Calculation Agent. Dividend Payments generally result in a decline in the price of a Distributing Index. In the long term, this means that the price of a Distributing Index does not increase to the same extent, or that it falls more than a comparable net return index or a total return index.

The name of the Index that forms the Underlying or a Basket Component for a Security, its ISIN and potentially further information on the Index (e.g. the Index Sponsor or the Index Calculation Agent) will be specified in the Final Terms.

c) **Commodities as Underlying**

The term "**Commodity**" refers in particular to precious metals, such as gold, silver, platinum and palladium. The term commodity comprises also other primary products, e.g. oil and copper, in relation to which prices (e.g. spot prices) are published frequently by a market or exchange. Commodities may also be represented by way of Indices.

The name of the Commodity that forms the Underlying for the Securities, its ISIN (or a similar reference) and potentially further information (e.g. the referenced market) will be specified in the Final Terms.

d) **Fund Shares as Underlying**

The term "**Fund Share**" may refer to a unit or a share in an investment fund (funds), including exchange traded funds ("**ETF**").

Investment funds in the form of ETFs generally replicate the development of a certain index, basket or specified single asset (the "**ETF Underlying**"). Investment funds in the form of ETF in particular are usually not actively managed.

The name of the Fund Share that forms the Underlying or a Basket Component for the Securities, its ISIN (or a similar reference) and potentially further information (e.g. the fund manager) will be specified in the Final Terms.

e) **Currency Exchange Rates as Underlying**

The term "**Currency Exchange Rate**" refers to an exchange rate between two currencies.

V. General information on the Securities

The name of the Currency Exchange Rate (FX) that forms the Underlying for the Securities and potentially further information will be specified in the Final Terms.

2. Eligible Underlyings

The following table illustrates potential Underlyings in relation to the respective Product Types. In addition, the table specifies whether the Securities will be issued as Securities with Single Underlying (SU) or Securities with Multi Underlying (MU). A "---" indicates that the respective Underlying is not eligible for the respective Product Type.

Product Type	Share	Index (other than Fund Index)	Fund Index	Commodity	Fund Share	Currency Exchange Rate
1	SU	SU	---	SU	SU	---
2	SU	SU	---	SU	SU	---
3	SU	SU	---	SU	SU	SU
4	SU	SU	---	SU	SU	SU
5	SU	SU	SU	SU	SU	---
6	SU	SU	SU	SU	SU	---
7	SU	SU	SU	SU	SU	---
8	SU	SU	SU	SU	SU	---
9	SU	SU	SU	SU	SU	---
10	SU	SU	SU	SU	SU	---
11	SU	SU	SU	SU	SU	---
12	SU	SU	SU	SU	SU	---
13	SU	SU	SU	SU	SU	---
14	SU	SU	SU	SU	SU	---
15	SU	SU	SU	SU	SU	---
16	MU	MU	---	MU	---	---

VI. DESCRIPTION OF THE SECURITIES

A. General information on all Product Types

1. General information on Reference Prices and other product parameters

Payments under the relevant Product Type depend on the conventions for the determination of the relevant price of the Underlying, or respectively the Basket Components, and all other product parameters of the relevant Product Type described in this section. The applicable conventions for the price determinations are described below.

a) Reference Price

Which price of the Underlying or respectively its Basket Components will be the reference price (the "**Reference Price**"), will be specified in the Final Terms.

Example:

Closing price of share X on the Relevant Exchange specified in the Final Terms.

b) Initial Reference Price

With regard to the determination of R (initial) regarding the Underlying, or respectively K_i (initial) regarding a Basket Component (the "**Initial Reference Price**"), one of the following options may be selected in the Final Terms:

Option: Initial Determination

In case of Initial Determination, Initial Reference Price means the price of the Underlying specified in the respective Final Terms ("**Initial Determination**").

Option: Initial Reference Price Observation

In case of Initial Reference Price Observation, Initial Reference Price means the Reference Price determined on the Initial Observation Date ("**Initial Reference Price Observation**").

Option: Initial Average Observation

In case of Initial Average Observation, Initial Reference Price means the equally weighted average (arithmetic mean) of the Reference Prices determined on the Initial Observation Dates ("**Initial Average Observation**").

Option: Best-In Observation

In case of Best-In Observation, Initial Reference Price means the highest Reference Price on the dates specified in the respective Final Terms ("**Best-In Observation**").

Option: Worst-In Observation

In case of Worst-In Observation, Initial Reference Price means the lowest Reference Price on the dates specified in the respective Final Terms ("**Worst-In Observation**").

c) Final Reference Price

With regard to the determination of R (final) (the "**Final Reference Price**"), one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation

In case of Final Reference Price Observation, Final Reference Price means the Reference Price determined on the Final Observation Date ("**Final Reference Price Observation**").

Option: Final Average Observation

In case of Final Average Observation, Final Reference Price means the equally weighted average (arithmetic mean) of the Reference Prices determined on the Final Observation Dates ("**Final Average Observation**").

Option: Best-Out Observation

In case of Best-Out Observation, Final Reference Price means the highest Reference Price on the dates as specified in the respective Final Terms ("**Best-Out Observation**").

Option: Worst-Out Observation

In case of Worst-Out Observation, Final Reference Price means the lowest Reference Price on the dates as specified in the respective Final Terms ("**Worst-Out Observation**").

d) Best Final Reference Price

$R_{\text{final}}_{\text{best}}$ (the "**Best Final Reference**") is the highest Reference Price on the days specified in the Final Terms.

e) Other product parameters

The product parameters used in the following detailed information on the respective Product Types, such as amounts, dates, barriers (defined terms indicated by the use of capital letters) will be specified in the Final Terms. In case certain of the aforementioned product parameters will be determined only once the public offering of the Securities has already started, the Final Terms will set out methods, or formulas, according to which the parameter will be determined by the Calculation Agent.

2. Securities with a Non-Quanto, Quanto and Compo additional optional feature

With regard to the Base Currency, the Securities may be issued as Non-Quanto Securities, Quanto Securities or Compo Securities.

"**Non-Quanto Securities**" are Securities where the Base Currency is the same as the Specified Currency.

"**Quanto Securities**" are Securities where the Base Currency does not correspond to the Specified Currency and where a currency hedging element is provided for.

In the case of Quanto Securities, a unit of the Base Currency of the Underlying corresponds to one unit of the Specified Currency.

"**Compo Securities**" are Securities where the Base Currency of the Underlying does not correspond to the Specified Currency and where no currency hedging element is provided. Compo Securities will take into account exchange rate movements when calculating the Redemption Amount.

Therefore, in case of all Compo Securities the Security Holder is exposed to the full exchange rate risk at maturity and in the case of a premature sale of the Securities during the term of the Securities.

The respective Final Terms specify whether the Securities will be issued as Non-Quanto Securities, Quanto Securities or Compo Securities.

B. Detailed information on Garant Securities (Product Type 1)

The redemption of the Garant Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Securities

Garant Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- In case of Garant Securities with the optional additional feature "Interest", the Security Holder will receive fixed interest payments. The Interest will be paid independently of the performance of the Underlying (see section 4 below).
- In case of Garant Securities with the optional additional feature "Additional Amount (I)", the Security Holder will receive a one time or a periodic payment of an Additional Amount (I) (see section 5 below).
- In case of Garant Securities with the optional additional feature "Compo Securities", the payments under the Securities also depend on the development of exchange rates during the term of the Securities (see section 6 below).

2. Influence of the Underlying on the market value of the Garant Securities

The market value of the Garant Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Securities regularly falls. In addition, other factors may influence the market value of the Garant Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption**a) Description of the redemption scenarios**

Garant Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level to a product. The product is formed

VI. Description of the Securities

Detailed Information on Garant Securities (Product Type 1)

by multiplying the Participation Factor with a difference. The difference is formed by subtracting the Strike from the Performance of the Underlying. Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Participation Factor} \times (\text{Performance of the Underlying} - \text{Strike}))$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price.

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

For Garant Securities, the Final Terms can specify that the options "Initial Average Observation", "Best-in Observation" and "Worst-in Observation" will either be used with or without consideration of distributions by the Underlying.

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

For Garant Securities, the Final Terms can specify that the option "Final Reference Price Observation" will either be used with or without consideration of distributions by the Underlying.

4. Optional additional feature Interest

The Final Terms may specify that Interest will be paid regarding the Securities. In such a case, one of the following options may be selected in the Final Terms:

Option: Garant Securities with fixed interest for the entire term

The Garant Securities pay a fixed interest. The Interest Rate will be specified in the Final Terms. Thereupon, it is fixed for the entire term of the Garant Securities. The payment of the interest will occur on the specified Interest Payment Date.

Option: Garant Securities with fixed interest for each of the interest periods

The Garant Securities pay a fixed interest. The Interest Rate will be specified for each Interest Period in the Final Terms. Thereupon, the relevant Interest Rate is fixed for the relevant Interest Period and can be different from one Interest Period to another Interest Period. The payment of the interest will occur on the specified Interest Payment Date.

5. Optional additional feature Additional Amount (I)

The Final Terms may specify that an Additional Amount (I) will be paid regarding the Securities. This payment can occur only once during the term of the Securities or for specific periods. This Additional Amount (I) will be paid on the respective Additional Amount Payment Date (I).

6. Optional additional feature Compo Securities

Garant Securities with the optional feature Compo Securities: The Redemption Amount will be adjusted by the performance of an FX Exchange Rate (see section "A.2. Securities with a Non-Quanto, Quanto and Compo additional optional feature" - "Compo Securities").

VI. Description of the Securities

Detailed Information on All Time High Garant Securities
(Product Type 2)

C. Detailed information on All Time High Garant Securities (Product Type 2)

The redemption of the All Time High Garant Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of All Time High Garant Securities

All Time High Garant Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- In case of All Time High Garant Securities with the optional additional feature "Interest", the Security Holder will receive fixed interest payments. The Interest will be paid independently of the performance of the Underlying (see section 4 below).
- In case of All Time High Garant Securities with the optional additional feature "Additional Amount (I)", the Security Holder will receive a one time or a periodic payment of an Additional Amount (I) (see section 5 below).
- In case of All Time High Garant Securities with the optional additional feature "Compo Securities", the payments under the Securities also depend on the development of exchange rates during the term of the Securities (see section 6 below).

2. Influence of the Underlying on the market value of the All Time High Garant Securities

The market value of the All Time High Garant Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the All Time High Garant Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the All Time High Garant Securities regularly falls. In addition, other factors may influence the market value of the All Time High Garant Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

VI. Description of the Securities

Detailed Information on All Time High Garant Securities
(Product Type 2)

3. Redemption

a) Description of the redemption scenarios

All Time High Garant Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level to the greater of (i) a product or (ii) a difference.

- (i) The product is formed by multiplying the Participation Factor with a difference. The difference is formed by subtracting the Strike from the Performance of the Underlying.
- (ii) The difference is formed by subtracting the $\text{Strike}_{\text{best}}$ from a product. The product is formed by multiplying the $\text{Participation Factor}_{\text{best}}$ with the Best Performance of the Underlying.

Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} \times \left(\text{Floor Level} + \max(\text{Participation Factor} \times (\text{Performance of the Underlying} - \text{Strike}); \text{Participation Factor}_{\text{best}} \times \text{Best Performance of the Underlying} - \text{Strike}_{\text{best}}) \right)$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price.

Best Performance of the Underlying means the quotient of the Best Final Reference Price (see section "A.1.d) Best Final Reference Price") and the Initial Reference Price.

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

VI. Description of the Securities

Detailed Information on All Time High Garant Securities
(Product Type 2)

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

For All Time High Garant Securities, the Final Terms can specify that the options "Initial Average Observation", "Best-in Observation" and "Worst-in Observation" will either be used with or without consideration of distributions by the Underlying.

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

For All Time High Garant Securities, the Final Terms can specify that the option "Final Reference Price Observation" will either be used with or without consideration of distributions by the Underlying.

4. Optional additional feature Interest

The Final Terms may specify that Interest will be paid regarding the Securities. In such a case, one of the following options may be selected in the Final Terms:

Option: All Time High Garant Securities with fixed interest for the entire term

The All Time High Garant Securities pay a fixed interest. The Interest Rate will be specified in the Final Terms. Thereupon, it is fixed for the entire term of the All Time High Garant Securities. The payment of the interest will occur on the specified Interest Payment Date.

VI. Description of the Securities

Detailed Information on All Time High Garant Securities
(Product Type 2)

Option: All Time High Garant Securities with fixed interest for each of the interest periods

The All Time High Garant Securities pay a fixed interest. The Interest Rate will be specified for each Interest Period in the Final Terms. Thereupon, the relevant Interest Rate is fixed for the relevant Interest Period and can be different from one Interest Period to another Interest Period. The payment of the interest will occur on the specified Interest Payment Date.

5. Optional additional feature Additional Amount (I)

The Final Terms may specify that an Additional Amount (I) will be paid regarding the Securities. This payment can occur only once during the term of the Securities or for specific periods. This Additional Amount (I) will be paid on the respective Additional Amount Payment Date (I).

6. Optional additional feature Compo Securities

All Time High Garant Securities with the optional feature Compo Securities: The Redemption Amount will be adjusted by the performance of an FX Exchange Rate (see section "A.2. Securities with a Non-Quanto, Quanto and Compo additional optional feature" - "Compo Securities").

VI. Description of the Securities

Detailed Information on Express Garant Securities (Product Type 3)

D. Detailed information on Express Garant Securities (Product Type 3)

The redemption of the Express Garant Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Express Garant Securities

Express Garant Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount. The Redemption Amount will not be greater than the **Maximum Amount**.
- The Express Garant Securities will be redeemed early upon the occurrence of an Early Redemption Event.
- The Security Holder does not receive any payments of interest.
- In case of Express Garant Securities with the optional additional feature "Additional Unconditional Amount (l)", the Security Holder will receive a one time or a periodic payment of an Additional Amount (l) (see section 5 below).

2. Influence of the Underlying on the market value of the Express Garant Securities

The market value of the Express Garant Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Express Garant Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Express Garant Securities regularly falls. In addition, other factors may influence the market value of the Express Garant Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Automatic early redemption on the Early Payment Dates (k)

The Express Garant Securities will be redeemed early on the relevant Early Payment Date (k), if an Early Redemption Event occurs.

On the relevant Early Payment Date (k), the Security Holder receives the Early Redemption Amount (k).

a) Determination of the Early Redemption Amount (k)

The Early Redemption Amount (k) will be specified in the Final Terms.

VI. Description of the Securities

Detailed Information on Express Garant Securities (Product Type 3)

b) Determination of the Early Redemption Event

With regard to the Early Redemption Event, one of the following alternatives may be selected in the Final Terms:

- For Securities with Reference Price observation, an Early Redemption Event means that the Reference Price on the respective Observation Date (k) is **equal to or greater** than the Early Redemption Level (k).
- For Securities with average observation, an Early Redemption Event means that the average of the Reference Prices on the Averaging Observation Dates (k) is **equal to or greater** than the Early Redemption Level (k).

With regard to the Early Redemption Level (k), one of the following alternatives may be selected in the Final Terms:

- The Early Redemption Level (k) can be specified in the Final Terms.
- An Early Redemption Factor (k) can be specified in the Final Terms. In that case, the Early Redemption Level (k) will be calculated by multiplying the Early Redemption Factor (k) by the Initial Reference Price. Expressed with a formula, that means:

$$\text{Early Redemption Level (k)} = \text{Early Redemption Factor (k)} \times \text{Initial Reference Price.}$$

4. Redemption as at Final Payment Date

a) Description of the redemption scenarios

If the Express Garant Securities are not redeemed early as described under 3 above, Express Garant Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency as follows:

- (A) A Barrier Event **has not** occurred. The Security Holder receives the Redemption Amount which corresponds to the Maximum Amount.
- (B) A Barrier Event **has** occurred. The Security Holder receives the Redemption Amount which corresponds to the Minimum Amount.

b) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

VI. Description of the Securities

Detailed Information on Express Garant Securities (Product Type 3)

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

c) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

d) Determination of a Barrier Event

With regard to the occurrence of a Barrier Event, one of the following options may be selected in the Final Terms:

Option: Date-Related Barrier Observation

A Barrier Event means that the Reference Price, as the case may be, is either (i) **lower**, or (ii) **equal to or lower**⁶ than the Barrier on the respective Barrier Observation Date.

Option: Daily Barrier Observation

A Barrier Event means that the Reference Price, as the case may be, is either (i) **lower**, or (ii) **equal to or lower**⁷ than the Barrier during the Barrier Observation Period.

Option: Final Barrier Observation

A Barrier Event means that the Final Reference Price is either (i) **lower**, or (ii) **equal to or lower**⁸ than the Barrier.

⁶ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

⁷ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

⁸ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

VI. Description of the Securities

Detailed Information on Express Garant Securities (Product Type 3)

With regard to the Barrier, the following can be specified in the Final Terms:

- The Barrier can be specified in the Final Terms.
- A Barrier Level can be specified in the Final Terms. In that case, the Barrier is equal to the product of the Barrier Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Barrier} = \text{Barrier Level} \times \text{Initial Reference Price.}$$

5. Optional additional feature Additional Unconditional Amount (I)

The Final Terms may specify that an Additional Unconditional Amount (I) will be paid regarding the Securities. This payment can occur only once during the term of the Securities or for specific periods. This Additional Unconditional Amount (I) will be paid on the respective Additional Unconditional Amount Payment Date (I). However, if an Early Redemption Event occurs, no more Additional Unconditional Amount (I) will be paid on any following Additional Unconditional Amount Payment Date (I).

VI. Description of the Securities

Detailed information on Best Express Securities (Cap) (Product Type 4)

E. Detailed information on Best Express Securities (Cap) (Product Type 4)

The redemption of the Best Express Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Best Express Securities

Best Express Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Best Express Securities will be redeemed early upon the occurrence of an Early Redemption Event.
- The Security Holder does not receive any payments of interest.
- In case of Best Express Securities with the optional additional feature "Additional Unconditional Amount (I)", the Security Holder will receive a one time or a periodic payment of an Additional Amount (I) (see section 5 below).

2. Influence of the Underlying on the market value of the Best Express Securities

The market value of the Best Express Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Best Express Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Best Express Securities regularly falls. In addition, other factors may influence the market value of the Best Express Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Automatic early redemption on the Early Payment Dates (k)

The Best Express Securities will be redeemed early on the relevant Early Payment Date (k), if an Early Redemption Event occurs.

On the relevant Early Payment Date (k), the Security Holder receives the Early Redemption Amount (k).

a) Determination of the Early Redemption Amount (k)

The Early Redemption Amount (k) will be specified in the Final Terms.

VI. Description of the Securities

Detailed information on Best Express Securities (Cap) (Product Type 4)

b) Determination of the Early Redemption Event

With regard to the Early Redemption Event, one of the following alternatives may be selected in the Final Terms:

- For Securities with Reference Price observation, an Early Redemption Event means that the Reference Price on the respective Observation Date (k) is **equal to or greater** than the Early Redemption Level (k).
- For Securities with average observation, an Early Redemption Event means that the average of the Reference Prices on the Averaging Observation Dates (k) is **equal to or greater** than the Early Redemption Level (k).

With regard to the Early Redemption Level (k), one of the following alternatives may be selected in the Final Terms:

- The Early Redemption Level (k) can be specified in the Final Terms.
- An Early Redemption Factor (k) can be specified in the Final Terms. In that case, the Early Redemption Level (k) will be calculated by multiplying the Early Redemption Factor (k) by the Initial Reference Price. Expressed with a formula, that means:

$$\text{Early Redemption Level (k)} = \text{Early Redemption Factor (k)} \times \text{Initial Reference Price.}$$

4. Redemption as at Final Payment Date

a) Description of the redemption scenarios

If the Best Express Securities are not redeemed early as described under 3 above, Best Express Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency as follows:

- (A) A Barrier Event **has not** occurred. The Security Holder receives the Redemption Amount which is calculated by adding the Nominal Amount to a product. The product is formed by multiplying the Nominal Amount by the greater of either (i) the Floor Level (as specified in the Final Terms) or (ii) a product. The product is formed by multiplying the Participation Factor Up (as specified in the Final Terms) with a quotient. The quotient is formed by dividing a difference by the Initial Reference Price. The difference is formed by subtracting the Strike from the Final Reference Price. Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} + \text{Nominal Amount} \times \max \left(\text{Floor Level}; \frac{\text{Final Reference Price} - \text{Strike}}{\text{Initial Reference Price}} \times \text{Participation Factor Up} \right)$$

VI. Description of the Securities

Detailed information on Best Express Securities (Cap) (Product Type4)

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

- (B) A Barrier Event **has** occurred. The Security Holder receives the Redemption Amount which is calculated by subtracting a product from the Nominal Amount. The product is formed by multiplying the Nominal Amount by a product. The product is formed by multiplying the Participation Factor Down (as specified in the Final Terms) with a quotient. The quotient is formed by dividing a difference by the Initial Reference Price. The difference is formed by subtracting the Final Reference Price from the Strike. Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} - \text{Nominal Amount} \times \left(\frac{\text{Strike} - \text{Final Reference Price}}{\text{Initial Reference Price}} \times \text{Participation Factor Down} \right)$$

The Redemption Amount will not be **lower** than the Minimum Amount.

b) Strike calculation

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

VI. Description of the Securities

Detailed information on Best Express Securities (Cap) (Product Type4)

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

e) Determination of a Barrier Event

With regard to the occurrence of a Barrier Event, one of the following options may be selected in the Final Terms:

Option: Date-Related Barrier Observation

A Barrier Event means that the Reference Price, as the case may be, is either (i) **lower**, or (ii) **equal to or lower**⁹ than the Barrier on the respective Barrier Observation Date.

Option: Daily Barrier Observation

A Barrier Event means that the Reference Price, as the case may be, is either (i) **lower**, or (ii) **equal to or lower**¹⁰ than the Barrier during the Barrier Observation Period.

Option: Final Barrier Observation

A Barrier Event means that the Final Reference Price is either (i) **lower**, or (ii) **equal to or lower**¹¹ than the Barrier.

With regard to the Barrier, the following can be specified in the Final Terms:

- The Barrier can be specified in the Final Terms.
- A Barrier Level can be specified in the Final Terms. In that case, the Barrier is equal to the product of the Barrier Level and the Initial Reference Price. Expressed with a formula, that means:

⁹ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

¹⁰ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

¹¹ **Note to the investor:** Depending on which option is selected in the relevant Final Terms.

VI. Description of the Securities

Detailed information on Best Express Securities (Cap) (Product Type 4)

Barrier = Barrier Level x Initial Reference Price.

5. Optional additional feature Additional Unconditional Amount (I)

The Final Terms may specify that an Additional Unconditional Amount (I) will be paid regarding the Securities. This payment can occur only once during the term of the Securities or for specific periods. This Additional Unconditional Amount (I) will be paid on the respective Additional Unconditional Amount Payment Date (I). However, if an Early Redemption Event occurs, no more Additional Unconditional Amount (I) will be paid on any following Additional Unconditional Amount Payment Date (I).

VI. Description of the Securities

Detailed information on Garant Cliquet Securities (Product Type 5)

F. Detailed information on Garant Cliquet Securities (Product Type 5)

The redemption of the Garant Cliquet Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Cliquet Securities

Garant Cliquet Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Cliquet Securities

The market value of the Garant Cliquet Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Cliquet Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Cliquet Securities regularly falls. In addition, other factors may influence the market value of the Garant Cliquet Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Cliquet Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **greater** than the Reference Price on the preceding Observation Date (k-1). The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Cliquet Securities (Product Type 5)

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

(B) On an Observation Date (k), the Reference Price is **equal to or lower** than the Reference Price on the preceding Observation Date (k-1). The Security Holder will not receive any Additional Amount (k).

b) Performance of the Underlying (k) calculation

The Performance of the Underlying (k) for each Observation Date (k) is calculated by dividing a difference by the Reference Price on the immediately preceding Observation Date (k-1). The difference is formed by subtracting the Reference Price on the immediately preceding Observation Date (k-1) from the Reference Price on the Observation Date (k). With respect to the first Observation Date (k), R (k-1) is equal to the Initial Reference Price. Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{R(k) - R(k-1)}{R(k-1)}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4.b) above). Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Cliquet Securities (Product Type 5)

Additional Amount (k)

= Nominal Amount x Participation Factor x Performance of the Underlying (k)

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Cash Collect Securities (Product Type 6)

G. Detailed information on Garant Cash Collect Securities (Product Type 6)

The redemption of the Garant Cash Collect Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Cash Collect Securities

Garant Cash Collect Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section F.4 above) or (ii) an unconditional Additional Amount (k) (see section F.5 above).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Cash Collect Securities

The market value of the Garant Cash Collect Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Cash Collect Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Cash Collect Securities regularly falls. In addition, other factors may influence the market value of the Garant Cash Collect Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Cash Collect Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **greater** than the Strike. The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Cash Collect Securities (Product Type 6)

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

(B) On an Observation Date (k), the Reference Price is **equal to or lower** than the Strike. The Security Holder will not receive any Additional Amount (k).

b) Strike calculation

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

c) Performance of the Underlying (k) calculation

The Performance of the Underlying (k) for each Observation Date (k) is calculated by dividing a difference by the Initial Reference Price. The difference is formed by subtracting the Strike from the Reference Price on the Observation Date (k). Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{R(k) - \text{Strike}}{\text{Initial Reference Price}}$$

d) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

VI. Description of the Securities

Detailed information on Garant Cash Collect Securities (Product Type 6)

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4.c) above). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Performance Cliquet Securities
(Product Type 7)

H. Detailed information on Garant Performance Cliquet Securities (Product Type 7)

The redemption of the Garant Performance Cliquet Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Performance Cliquet Securities

Garant Performance Cliquet Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Security Holder does not receive any payments of interest.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).

2. Influence of the Underlying on the market value of the Garant Performance Cliquet Securities

The market value of the Garant Performance Cliquet Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Performance Cliquet Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Performance Cliquet Securities regularly falls. In addition, other factors may influence the market value of the Garant Performance Cliquet Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Performance Cliquet Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level (as specified in the Final Terms) to a product. The product is formed by multiplying the Final Participation Factor (as specified in the Final Terms) with the Performance of the Underlying. Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Performance Cliquet Securities
(Product Type 7)

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Final Participation Factor} \times \text{Performance of the Underlying})$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

a) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price and the subtracting the Strike. Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{\text{Final Reference Price}}{\text{Initial Reference Price}} - \text{Strike}$$

b) Strike calculation

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

VI. Description of the Securities

Detailed information on Garant Performance Cliquet Securities
(Product Type 7)

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **greater** than the Reference Price on the preceding Observation Date (k-1). The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

- (B) On an Observation Date (k), the Reference Price is **equal to or lower** than the Reference Price on the preceding Observation Date (k-1). The Security Holder will not receive any Additional Amount (k).

b) Performance of the Underlying (k) calculation

The Performance of the Underlying (k) for each Observation Date (k) is calculated by dividing a difference by the Reference Price on the immediately preceding Observation Date (k-1). The difference is formed by subtracting the Reference Price on the immediately preceding Observation Date (k-1) from the Reference Price on the Observation Date (k). Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{R(k) - R(k-1)}{R(k-1)}$$

VI. Description of the Securities

Detailed information on Garant Performance Cliquet Securities
(Product Type 7)

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4.b) above). Expressed with a formula, that means:

$$\begin{aligned} &\text{Additional Amount (k)} \\ &= \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)} \end{aligned}$$

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Securities
(Product Type 8)

I. Detailed information on Garant Digital Cash Collect Securities (Product Type 8)

The redemption of the Garant Digital Cash Collect Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Digital Cash Collect Securities

Garant Digital Cash Collect Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Nominal Amount, unless a Barrier Event occurs. Upon the occurrence of a Barrier Event, the Security Holder also participates in the negative performance of the Underlying. However, the Security Holder receives at least the **Minimum Amount**.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.
- The Security Holder does not receive any payments of interest.
- The Security Holder will receive a one time or a periodic payment of (i) an Additional Conditional Amount (k) (see section 4 below) and/or (ii) an Additional Unconditional Amount (l) (see section 5 below).

2. Influence of the Underlying on the market value of the Garant Digital Cash Collect Securities

The market value of the Garant Digital Cash Collect Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Digital Cash Collect Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Digital Cash Collect Securities regularly falls. In addition, other factors may influence the market value of the Garant Digital Cash Collect Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Securities
(Product Type 8)

3. Redemption

a) Description of the redemption scenarios

Garant Digital Cash Collect Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency as follows:

- (A) A Barrier Event **has not** occurred. The Security Holder receives the Redemption Amount which is equal to the Nominal Amount.
- (B) A Barrier Event **has** occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level (as specified in the Final Terms) to a product. The product is formed by multiplying the Final Participation Factor (as specified in the Final Terms) with the Performance of the Underlying. Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Final Participation Factor} \times \text{Performance of the Underlying})$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price and the subtracting the Final Strike Level (as specified in the Final Terms). Expressed with a formula, that means:

$$\text{Performance of the Underlying} = \frac{\text{Final Reference Price}}{\text{Initial Reference Price}} - \text{Final Strike Level}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Securities
(Product Type 8)

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

e) Determination of a Barrier Event

A Barrier Event means that the Final Reference Price is **lower** than the Barrier.

With regard to the Barrier, the following can be specified in the Final Terms:

- The Barrier can be specified in the Final Terms.
- A Barrier Level can be specified in the Final Terms. In that case, the Barrier is equal to the product of the Barrier Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Barrier} = \text{Barrier Level} \times \text{Initial Reference Price.}$$

4. Additional Conditional Amount (k)

The Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **equal to or greater** than the Strike. The Security Holder will receive the Additional Conditional Amount (k) which is specified in the Final Terms.

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Securities
(Product Type 8)

Optional additional feature: Garant Digital Cash Collect Securities with lock-in

Moreover, on all Additional Conditional Amount Payment Dates (k) following this Additional Conditional Amount Payment Date (k), the respective Additional Conditional Amount (k) shall be paid irrespective of the Reference Price on the respective Observation Date (k). In this case the Additional Conditional Amount (k) will be paid only once, even if on any following Observation Date (k) R (k) is greater than or equal to the Strike.

- (B) On an Observation Date (k), the Reference Price is **lower** than the Strike (as Specified in the Final Terms).

Optional additional feature: Garant Digital Cash Collect Securities with lock-in

In addition, the Reference Price **has not** been **equal to or greater** than the Strike on any preceding Observation Date (k).

The Security Holder will not receive any Additional Conditional Amount (k).

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

5. Optional additional feature: Additional Unconditional Amount (l)

The Security Holder will receive the Additional Unconditional Amount (l) on the respective Additional Unconditional Amount Payment Date (l) in an amount specified in the Final Terms.

VI. Description of the Securities

Detailed information on Garant Performance Cash Collect
(Product Type 9)

J. Detailed information on Garant Performance Cash Collect (Product Type 9)

The redemption of the Garant Performance Cash Collect Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Performance Cash Collect Securities

Garant Performance Cash Collect Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).
- The Security Holder does not receive any payments of interest.

2. Influence of the Underlying on the market value of the Garant Performance Cash Collect Securities

The market value of the Garant Performance Cash Collect Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Performance Cash Collect Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Performance Cash Collect Securities regularly falls. In addition, other factors may influence the market value of the Garant Performance Cash Collect Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

a) Description of the redemption scenarios

Garant Performance Cash Collect Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level (as specified in the Final Terms) to a product. The product is formed by multiplying the Final Participation Factor (as specified in the Final Terms) with the Performance of the Underlying. Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Performance Cash Collect (Product Type 9)

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Final Participation Factor} \times \text{Performance of the Underlying})$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price and the subtracting the Final Strike Level (as specified in the Final Terms). Expressed with a formula, that means:

$$\text{Performance of the Underlying} = \frac{\text{Final Reference Price}}{\text{Initial Reference Price}} - \text{Final Strike Level}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

VI. Description of the Securities

Detailed information on Garant Performance Cash Collect
(Product Type 9)

These options are described in section "A.1.c) Final Reference Price".

4. Conditional Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **greater** than the Strike. The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

- (B) On an Observation Date (k), the Reference Price is **equal to or lower** than the Strike. The Security Holder will not receive any Additional Amount (k).

The Performance of the Underlying (k) for each Observation Date (k) is calculated by dividing a difference by the Initial Reference Price. The difference is formed by subtracting the Strike from the Reference Price on the Observation Date (k). Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{\text{R (k)} - \text{Strike}}{\text{Initial Reference Price}}$$

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4 above). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

VI. Description of the Securities

Detailed information on Garant Performance Cash Collect
(Product Type 9)

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Digital Coupon Securities
(Product Type 10)

K. Detailed information on Garant Digital Coupon Securities (Product Type 10)

The redemption of the Garant Digital Coupon Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Digital Coupon Securities

Garant Digital Coupon Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of an Additional Conditional Amount (k) (see section 4 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Digital Coupon Securities

The market value of the Garant Digital Coupon Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Digital Coupon Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Digital Coupon Securities regularly falls. In addition, other factors may influence the market value of the Garant Digital Coupon Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Digital Coupon Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Conditional Amount (k)

The Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **equal to or greater** than the Strike. The Security Holder will receive the Additional Conditional Amount (k) which is specified in the Final Terms.
- (B) On an Observation Date (k), the Reference Price is **lower** than the Strike. The Security Holder will not receive any Additional Conditional Amount (k).

VI. Description of the Securities

Detailed information on Garant Digital Coupon Securities
(Product Type 10)

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

VI. Description of the Securities

Detailed information on Garant Digital Cliquet Securities
(Product Type 11)

L. Detailed information on Garant Digital Cliquet Securities (Product Type 11)

The redemption of the Garant Digital Cliquet Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Digital Cliquet Securities

Garant Digital Cliquet Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of a conditional Additional Amount (k) (see section 4 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Digital Cliquet Securities

The market value of the Garant Digital Cliquet Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Digital Cliquet Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Digital Cliquet Securities regularly falls. In addition, other factors may influence the market value of the Garant Digital Cliquet Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Digital Cliquet Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **equal to or greater** than the Strike (k-1). The Security Holder will receive the Additional Conditional Amount (k) which is specified in the Final Terms.

VI. Description of the Securities

Detailed information on Garant Digital Cliquet Securities
(Product Type 11)

(B) On an Observation Date (k), the Reference Price is **lower** than the Strike (k-1). The Security Holder will not receive any Additional Conditional Amount (k).

b) Strike (k-1) calculation

For each Observation Date (k), Strike (k-1) means the product of the Strike Level (as specified in the Final Terms) and the Reference Price on the preceding Observation Date (k). With respect to the first Observation Date (k), Strike (k-1) is equal to the product of the Strike Level and the Initial Reference Price.

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

VI. Description of the Securities

Detailed information on Performance Telescope Securities
(Product Type 12)

M. Detailed information on Performance Telescope Securities (Product Type 12)

The redemption of the Performance Telescope Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Performance Telescope Securities

Performance Telescope Securities have the following key economic characteristics:

- The Security Holder participates in the performance of the Underlying.
- On the Final Payment Date, the Security Holder receives a **minimum** equal to the Minimum Amount.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).
- The Security Holder does not receive any payments of interest.

2. Influence of the Underlying on the market value of the Performance Telescope Securities

The market value of the Performance Telescope Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Performance Telescope Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Performance Telescope Securities regularly falls. In addition, other factors may influence the market value of the Performance Telescope Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

a) Description of the redemption scenarios

Performance Telescope Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level (as specified in the Final Terms) to a product. The product is formed by multiplying the Final Participation Factor (as specified in the Final Terms) with the Performance of the Underlying. Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Performance Telescope Securities
(Product Type 12)

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Final Participation Factor} \times \text{Performance of the Underlying})$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price and the subtracting the Final Strike Level (as specified in the Final Terms). Expressed with a formula, that means:

$$\text{Performance of the Underlying} = \frac{\text{Final Reference Price}}{\text{Initial Reference Price}} - \text{Final Strike Level}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

VI. Description of the Securities

Detailed information on Performance Telescope Securities
(Product Type 12)

These options are described in section "A.1.c) Final Reference Price".

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), an Income Payment Event **has** occurred. The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

- (B) On an Observation Date (k), an Income Payment Event **has not** occurred. The Security Holder will not receive any Additional Amount (k).

b) Determination of the Income Payment Event

An Income Payment Event means that the Reference Price on an Observation Date (k) is **greater** than the Strike.

c) Strike calculation

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

d) Performance of the Underlying (k) calculation

Performance of the Underlying (k) means the performance of the Underlying calculated by multiplying one (1) divided by D (k) (as specified in the Final Terms) by a difference. The difference

VI. Description of the Securities

Detailed information on Performance Telescope Securities
(Product Type 12)

is formed by subtracting the Strike Level (as specified in the Final Terms) from a quotient. The quotient is formed by dividing the Reference Price on the Observation Date (k) (R(k)) by the Initial Reference Price. Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{1}{D(k)} \times \left(\frac{R(k)}{\text{Initial Reference Price}} - \text{Strike Level} \right)$$

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4.d) above). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Telescope Securities (Product Type 13)

N. Detailed information on Garant Telescope Securities (Product Type 13)

The redemption of the Garant Telescope Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Telescope Securities

Garant Telescope Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Telescope Securities

The market value of the Garant Telescope Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Telescope Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Telescope Securities regularly falls. In addition, other factors may influence the market value of the Garant Telescope Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Telescope Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), an Income Payment Event **has** occurred. The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k). Expressed with a formula, that means:

VI. Description of the Securities

Detailed information on Garant Telescope Securities (Product Type 13)

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

- (B) On an Observation Date (k), an Income Payment Event **has not** occurred. The Security Holder will not receive any Additional Amount (k).

b) Determination of the Income Payment Event

An Income Payment Event means that the Reference Price on an Observation Date (k) is **greater** than the Strike.

c) Strike calculation

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

d) Performance of the Underlying (k) calculation

Performance of the Underlying (k) means the performance of the Underlying calculated by multiplying one (1) divided by D (k) (as specified in the Final Terms) by a difference. The difference is formed by subtracting the Strike Level (as specified in the Final Terms) from a quotient. The quotient is formed by dividing the Reference Price on the Observation Date (k) (R (k)) by the Initial Reference Price. Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{1}{D(k)} \times \left(\frac{R(k)}{\text{Initial Reference Price}} - \text{Strike Level} \right)$$

e) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

VI. Description of the Securities

Detailed information on Garant Telescope Securities (Product Type 13)

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and the Performance of the Underlying (k) (see 4.d) above). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times \text{Performance of the Underlying (k)}$$

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Coupon Geoscope Securities
(Product Type 14)

O. Detailed information on Garant Coupon Geoscope Securities (Product Type 14)

The redemption of the Garant Coupon Geoscope Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Coupon Geoscope Securities

Garant Coupon Geoscope Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of either (i) a conditional Additional Amount (k) (see section 4 below) or (ii) an unconditional Additional Amount (k) (see section 5 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Underlying.

2. Influence of the Underlying on the market value of the Garant Coupon Geoscope Securities

The market value of the Garant Coupon Geoscope Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Coupon Geoscope Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Coupon Geoscope Securities regularly falls. In addition, other factors may influence the market value of the Garant Coupon Geoscope Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Garant Coupon Geoscope Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

4. Conditional Additional Amount (k)

a) Determination of the Additional Amount (k)

The conditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), an Income Payment Event **has** occurred. The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and a difference.

VI. Description of the Securities

Detailed information on Garant Coupon Geoscope Securities
(Product Type 14)

The difference is formed by subtracting the Strike Level (as defined in the Final Terms) from the Geometric Average Performance of the Underlying (k). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times (\text{Geometric Average Performance of the Underlying (k)} - \text{Strike Level})$$

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

- (B) On an Observation Date (k), an Income Payment Event **has not** occurred. The Security Holder will not receive any Additional Amount (k).

b) Determination of the Income Payment Event

An Income Payment Event means that the Geometric Average Performance of the Underlying (k) on an Observation Date (k) is **greater** than the Strike Level.

c) Geometric Average Performance of the Underlying (k) calculation

The Geometric Average Performance of the Underlying (k) is calculated by raising the Performance of the Underlying (k) to a quotient's power. The quotient is formed by dividing one (1) by the denominator specified in the Final Terms (D (k)). Expressed with a formula, that means:

$$\text{Geometric Average Performance of the Underlying (k)} = \text{Performance of the Underlying (k)}^{\frac{1}{D(k)}}$$

d) Performance of the Underlying (k) calculation

Performance of the Underlying (k) means the performance of the Underlying (k) calculated by dividing the Reference Price on the Observation Date (k) (R (k)) by the Initial Reference Price. Expressed with a formula, that means:

$$\text{Performance of the Underlying (k)} = \frac{R(k)}{\text{Initial Reference Price}}$$

e) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

VI. Description of the Securities

Detailed information on Garant Coupon Geoscope Securities
(Product Type 14)

Option: Initial Average Observation,

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

5. Unconditional Additional Amount (k)

The unconditional Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k) as follows:

The Security Holder will receive the Additional Amount (k) which is calculated by multiplying the Nominal Amount with the Participation Factor (as specified in the Final Terms) and a difference. The difference is formed by subtracting the Strike Level (as defined in the Final Terms) from the Geometric Average Performance of the Underlying (k) (see 4.c) above). Expressed with a formula, that means:

$$\text{Additional Amount (k)} = \text{Nominal Amount} \times \text{Participation Factor} \times (\text{Geometric Average Performance of the Underlying (k)} - \text{Strike Level})$$

The Additional Amount (k) will not be **lower** than the relevant Minimum Additional Amount (k).

Optional additional feature: Maximum Additional Amount (k)

The Additional Amount (k) will not be greater than the relevant Maximum Additional Amount (k).

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)

P. Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)

The redemption of the Garant Digital Cash Collect Memory Securities during their term depends decisively on the performance of the single Underlying. This entails opportunities and risks.

1. Economic characteristics of Garant Digital Cash Collect Memory Securities

Garant Digital Cash Collect Memory Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Nominal Amount, unless a Barrier Event occurs. Upon the occurrence of a Barrier Event, the Security Holder also participates in the negative performance of the Underlying. However, the Security Holder receives at least the **Minimum Amount**.
- In case of Securities with the optional additional feature "Cap", the Redemption Amount is limited by the **Maximum Amount**.
- The Security Holder participates through the payments condition of the Additional Amount (k) in the positive performance of the Underlying
- The Security Holder does not receive any payments of interest.
- The Security Holder will receive a one time or a periodic payment of (i) an Additional Conditional Amount (k) (see section 4 below) and/or (ii) an Additional Unconditional Amount (l) (see section 5 below).

2. Influence of the Underlying on the market value of the Garant Digital Cash Collect Memory Securities

The market value of the Garant Digital Cash Collect Memory Securities during their term depends decisively on the performance of the Underlying. If the price of the Underlying rises, the market value of the Garant Digital Cash Collect Memory Securities regularly rises. On the other hand, if the price of the Underlying falls, the market value of the Garant Digital Cash Collect Memory Securities regularly falls. In addition, other factors may influence the market value of the Garant Digital Cash Collect Memory Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)

3. Redemption

a) Description of the redemption scenarios

Garant Digital Cash Collect Memory Securities will be redeemed on the Final Payment Date at the Redemption Amount in the Specified Currency as follows:

- (A) A Barrier Event **has not** occurred. The Security Holder receives the Redemption Amount which is equal to the Nominal Amount.
- (B) A Barrier Event **has** occurred. The Security Holder receives the Redemption Amount in the Specified Currency which is calculated by multiplying the Nominal Amount by a sum. The sum is formed by adding the Floor Level (as specified in the Final Terms) to a product. The product is formed by multiplying the Final Participation Factor (as specified in the Final Terms) with the Performance of the Underlying. Expressed with a formula, that means:

$$\text{Redemption Amount} = \text{Nominal Amount} \times (\text{Floor Level} + \text{Final Participation Factor} \times \text{Performance of the Underlying})$$

The Redemption Amount will not be **lower** than the Minimum Amount.

Optional additional feature: Cap

The Redemption Amount will not be **greater** than the Maximum Amount.

b) Performance of the Underlying calculation

The Performance of the Underlying means the performance of the Underlying calculated by dividing the Final Reference Price by the Initial Reference Price and subtracting the Final Strike Level (as specified in the Final Terms). Expressed with a formula, that means:

$$\text{Performance of the Underlying} = \frac{\text{Final Reference Price}}{\text{Initial Reference Price}} - \text{Final Strike Level}$$

c) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation,

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)

Option: Best-in Observation,

Option: Worst-in Observation.

These options are described in section "A.1.b) Initial Reference Price".

d) Final reference price calculation

With regard to the determination of the Final Reference Price, one of the following options may be selected in the Final Terms:

Option: Final Reference Price Observation,

Option: Final Average Observation,

Option: Best-Out Observation, or

Option: Worst-Out Observation.

These options are described in section "A.1.c) Final Reference Price".

e) Determination of a Barrier Event

A Barrier Event means that the Final Reference Price is **lower** than the Barrier.

With regard to the Barrier, the following can be specified in the Final Terms:

- The Barrier can be specified in the Final Terms.
- A Barrier Level can be specified in the Final Terms. In that case, the Barrier is equal to the product of the Barrier Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Barrier} = \text{Barrier Level} \times \text{Initial Reference Price.}$$

4. Additional Conditional Amount (k)

The Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), the Reference Price is **equal to or greater** than the Strike (as specified in the Final Terms). The Security Holder will receive the Additional Conditional Amount (k) which is specified in the Final Terms **less** all Additional Conditional Amounts (k) paid on the preceding Additional Conditional Amount Payment Dates (k).

VI. Description of the Securities

Detailed information on Garant Digital Cash Collect Memory Securities (Product Type 15)

Optional additional feature: Garant Digital Cash Collect Memory Securities with lock-in

Moreover, on all Additional Conditional Amount Payment Dates (k) following this Additional Conditional Amount Payment Date (k), the respective Additional Conditional Amount (k) shall be paid irrespective of the Reference Price on the respective Observation Date (k). In this case the Additional Conditional Amount (k) will be paid only once, even if on any following Observation Date (k) R (k) is greater than or equal to the Strike.

- (B) On an Observation Date (k), the Reference Price is **lower** than the Strike (as Specified in the Final Terms). The Security Holder will not receive any Additional Conditional Amount (k).

Optional additional feature: Garant Digital Cash Collect Memory Securities with lock-in

In addition, the Reference Price **has not** been **equal to or greater** than the Strike on any preceding Observation Date (k).

With regard to the determination of the Strike, one of the following options may be selected in the Final Terms:

- The Strike can be specified in the Final Terms.
- A Strike Level can be specified in the Final Terms. In that case, the Strike is equal to the product of the Strike Level and the Initial Reference Price. Expressed with a formula, that means:

$$\text{Strike} = \text{Strike Level} \times \text{Initial Reference Price.}$$

5. Optional additional feature: Additional Unconditional Amount (l)

The Security Holder will receive the Additional Unconditional Amount (l) on the respective Additional Unconditional Amount Payment Date (l) in an amount specified in the Final Terms.

VI. Description of the Securities

Detailed information on Cash Collect Worst Of Protected Securities (Product Type 16)

Q. Detailed information on Cash Collect Worst Of Protected Securities (Product Type 16)

The redemption of the Cash Collect Worst Of Protected Securities during their term depends decisively on the performance of the Basket Components. This entails opportunities and risks.

1. Economic characteristics of Cash Collect Worst Of Protected Securities

Cash Collect Worst Of Protected Securities have the following key economic characteristics:

- On the Final Payment Date, the Security Holder receives the Minimum Amount.
- The Security Holder will receive a one time or a periodic payment of an Additional Conditional Amount (k), if an Additional Conditional Amount Payment Event occurs (see section 4 below).
- The Security Holder participates through the payment condition of the Additional Amount (k) in the performance of the Basket Component having the worst performance of all Basket Components constituting the Underlying (worst performing Basket Component).
- The Security Holder does not receive any payments of interest.

2. Influence of the Underlying on the market value of the Cash Collect Worst Of Protected Securities

The market value of the Cash Collect Worst Of Protected Securities during their term depends decisively on the performance of the worst performing Basket Component. If the price of the worst performing Basket Component rises, the market value of the Cash Collect Worst Of Protected Securities regularly rises. On the other hand, if the price of the worst performing Basket Component falls, the market value of the Cash Collect Worst Of Protected Securities regularly falls. In addition, other factors may influence the market value of the Cash Collect Worst Of Protected Securities. Such factors include: a change regarding the volatility of the Underlying, a change regarding general interest rates, etc.

3. Redemption

Cash Collect Worst Of Protected Securities will be redeemed on the Final Payment Date. The Security Holder receives the Redemption Amount in the Specified Currency which is equal to the Minimum Amount.

VI. Description of the Securities

Detailed information on Cash Collect Worst Of Protected Securities (Product Type 16)

4. Additional Conditional Amount (k)

a) Determination of the Additional Conditional Amount (k)

The Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) as follows:

- (A) On an Observation Date (k), an Additional Conditional Amount Payment Event **has** occurred. The Security Holder will receive the Additional Conditional Amount (k) which is specified in the Final Terms.
- (B) On an Observation Date (k), an Additional Conditional Amount Payment event **has not** occurred. The Security Holder will not receive the Additional Conditional Amount (k).

b) Determination of the Additional Conditional Amount Payment Event

An Additional Conditional Amount Payment Event means that the Worst Performance (k) is **equal to or greater** than the Additional Conditional Amount Payment Level (k) (as specified in the Final Terms) on the respective Observation Date (k).

c) Worst Performance (k) calculation

The performance of a Basket Component is calculated by dividing the Reference Price of the Basket Component_i on the Observation Date (k) ($K_i(k)$) by the Initial Reference Price of the Basket Component ($K_i(\text{initial})$). Expressed with a formula, that means:

$$\text{performance of a Basket Component} = \frac{K_i(k)}{K_i(\text{initial})}$$

Worst Performance (k) means the performance of the worst performing of all the Basket Components on the respective Observation Date (k), that is to say the lowest of the values calculated with the formula above.

d) Initial reference price calculation

With regard to the determination of the Initial Reference Price, one of the following options may be selected in the Final Terms:

Option: Initial Determination,

Option: Initial Reference Price Observation,

Option: Initial Average Observation.

These options are described in section "A.1.b) Initial Reference Price".

VI. Description of the Securities

Detailed information on Cash Collect Worst Of Protected Securities (Product Type 16)

VI. Description of the Securities

Description of the Securities incorporated by reference in the Base Prospectus

R. Description of the Securities incorporated by reference in the Base Prospectus

The Issuer may pursuant to this Base Prospectus also:

- continue a public offer of Securities already issued under a Previous Prospectus,
- re-open a completed public offering of Securities,
- apply for admission to trading of the Securities, and
- publicly offer an additional issuance volume of a series of Securities already issued under a Previous Prospectus (Increase).

Where the public offer, the admission to trading or the Increase of the Securities that have been publicly offered, admitted to trading or Increased relates to Securities that have first been publicly offered or admitted to trading at any exchange or other market under a Previous Prospectus, the relevant Final Terms are to be read together with the Description of the Securities in the relevant Previous Prospectus (see section "III.E. Public offer and admission to trading under the Base Prospectus"). The following Descriptions of the Securities in the relevant Previous Prospectus are hereby incorporated by reference into this Base Prospectus:

- the Description of the Securities set out on pages 121 to 165 of the Base Prospectus of UniCredit Bank AG dated 25 May 2018 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection),
- the Description of the Securities set out on pages 98 to 120 of the Base Prospectus of UniCredit Bank AG dated 15 March 2019 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II.

A list setting out all information incorporated by reference is provided on page 323 et seq.

VII. CONDITIONS OF THE SECURITIES

A. 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**").

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

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.

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

- (a) either (i) a consolidated version of the General Conditions*) or (ii) information on the relevant options contained in the General Conditions**),
- (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.

*) 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.

**) 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.

B. 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

C. Conditions

[Special Conditions that apply for particular product types:]

Product Type 1: Garant Securities

Product Type 2: All Time High Garant Securities

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount]

Product Type 3: Express Garant Securities

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount]

Product Type 4: Best Express Securities (Cap)

[§ 1 Definitions

§ 2 Interest

§ 3 Redemption

§ 4 Redemption Amount]

Product Type 5: Garant Cliquet Securities

Product Type 6: Garant Cash Collect Securities

Product Type 7: Garant Performance Cliquet Securities

Product Type 8: Garant Digital Cash Collect Securities

Product Type 9: Garant Performance Cash Collect Securities

Product Type 10: Garant Digital Coupon Securities

Product Type 11: Garant Digital Cliquet Securities

Product Type 12: Performance Telescope Securities

Product Type 13: Garant Telescope Securities

Product Type 14: Garant Coupon Geoscope Securities

Product Type 15: Garant Digital Cash Collect Memory Securities

[§ 1 Definitions

§ 2 Interest, Additional [Conditional] [and] [Unconditional] Amount

§ 3 Redemption

§ 4 Redemption Amount]

Product Type 16: Cash Collect Worst Of Protected Securities

[§ 1 Definitions

§ 2 Interest, Additional

§ 3 Redemption

§ 4 Redemption Amount]

[Special Conditions that apply for 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)]

VII. Conditions of the Securities
Structure of the Conditions

[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.

VII. Conditions of the Securities
Part A – General Conditions of the Securities

- (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*).

- (1) *Notice*: Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (2) *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 table¹² (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]]

[Additional Conditional Amount (k): [Insert]]

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

[Additional Conditional Amount Payment Level (k): [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]]

[Basket Component: [Insert]]

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

[Cap Level: [Insert]]

[Common Code: [Insert]]

[D (k): [Insert]]

[Early Payment Date (k): [Insert]]

[Early Redemption Amount [k]: [Insert]]

[Early Redemption Factor [k]: [Insert]]

[Early Redemption Level [k]: [Insert]]

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

¹² 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]]*

[FX Observation Date (final): *[Insert]]*

[FX Observation Date (initial): *[Insert]]*

[FX Screen Page: *[Insert]]*

[Hedging Party: *[Insert]]*

[Inducements: *[Insert]]*

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

[Interest Commencement Date: *[Insert]]*

[Interest End Date: *[Insert]]*

[Interest Payment Date: *[Insert]]*

[Interest Rate: *[Insert]]*

ISIN: *[Insert]*

[Issue Date: *[Insert]]*

[Issue Price: *[Insert]]*¹³

Issue Volume of Series [in units]: *[Insert]*

Issue Volume of Tranche [in units]: *[Insert]*

[Issuing Agent: *[Insert name and address]]*

[k: *[Insert consecutive number]]*

¹³ 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.

[**K_i (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]*

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

[**Maximum Amount**]: *[Insert]*

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

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

[**N**]: *[Insert]*

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

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

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

[**Participation FactorBest**]: *[Insert]*

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

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

[**ParticipationFactor Up**]: *[Insert]*

[**Product Specific Initial Costs**]: *[Insert]*

[**Protection Level**]: *[Insert]*

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

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

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

[**Registered Benchmark Administrator**]: *[Insert]*

[**Reuters**]: *[Insert]*

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

[**Series Number**]: *[Insert]*

[**Specified Currency**]: *[Insert]*

[**Standard Currency**]: *[Insert]*

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

[**Strike (k-1)**]: *[Insert]*

[**Strike_{best}**]: *[Insert]*

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

VII. Conditions of the Securities
Part B – Product and Underlying Data

Tranche Number: *[Insert]*

Underlying: *[Insert]*

[VolComparator: *[Insert]]*

[VolComparator Sponsor: *[Insert]]*

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

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

Underlying	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Relevant Exchange	Website
[Insert name of Underlying]	[Insert]	[Insert]	[Insert]	[Insert RIC]	[Insert Bloomberg ticker]	[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 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:]

Basket Component	Currency of the Basket Component	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Relevant Exchange	Website
[Insert name of Basket Component _i]	[Insert Currency of the Basket Component _i]	[Insert WKN _i]	[Insert ISIN _i]	[Insert RIC _i]	[Insert Bloomberg ticker _i]	[Insert Relevant Exchange _i]	[Insert Website _i]
[Insert name of Basket Component _N]	[Insert Currency of the Basket Component _N]	[Insert WKN _N]	[Insert ISIN _N]	[Insert RIC _N]	[Insert Bloomberg ticker _N]	[Insert Relevant Exchange _N]	[Insert Website _N]

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).]

VII. Conditions of the Securities
Part B – Product and Underlying Data

[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
<i>[Insert name of Underlying]</i>	[Price Return] [Net Return] [Total Return] [Excess Return] [Distributing Index]	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert RIC]</i>	<i>[Insert Bloomberg ticker]</i>	<i>[Insert]</i>	[yes] [no]	<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).]

VII. Conditions of the Securities
Part B – Product and Underlying Data

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

[Table 2.1:]

Basket Component_i	Currency of the Basket Component_i	WKN_i	ISIN_i	Reuters_i	Bloomberg_i	Index Sponsor_i	Registered Benchmark Administrator_i	Index Calculation Agent_i	Website_i
[Insert name of Basket Component ₁]	[Insert Currency of the Basket Component ₁]	[Insert_WKN ₁]	[Insert ISIN ₁]	[Insert RIC ₁]	[Insert Bloomberg ticker ₁]	[Insert Index Sponsor ₁]	[yes] [no]	[Insert Index Calculation Agent ₁]	[Insert Website ₁]
[Insert name of Basket Component _N]	[Insert Currency of the Basket Component _N]	[Insert_WKN _N]	[Insert ISIN _N]	[Insert RIC _N]	[Insert Bloomberg ticker _N]	[Insert Index Sponsor _N]	[yes] [no]	[Insert Index Calculation Agent _N]	[Insert Website _N]

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:]

Underlying	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]	Reference Market	[Registered Benchmark Administrator]	Website
[Insert name of Underlying]	[Insert]	[Insert]	[Insert]	[Insert RIC]	[Insert Bloomberg ticker]	[Insert]	[yes] [no]	[Insert]

VII. Conditions of the Securities
Part B – Product and Underlying Data

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:]

Basket Component_i	Currency of the Basket Component_i	WKN_i	ISIN_i	Reuters_i	Bloomberg_i	Reference Market_i	[Registered Benchmark Administrator_i]	Website_i
<i>[Insert name of Basket Component₁]</i>	<i>[Insert Currency of the Basket Component₁]</i>	<i>[Insert WKN₁]</i>	<i>[Insert ISIN₁]</i>	<i>[Insert RIC₁]</i>	<i>[Insert Bloomberg ticker₁]</i>	<i>[Insert Reference Market₁]</i>	[yes] [no]	<i>[Insert Website₁]</i>
<i>[Insert name of Basket Component_N]</i>	<i>[Insert Currency of the Basket Component_N]</i>	<i>[Insert WKN_N]</i>	<i>[Insert ISIN_N]</i>	<i>[Insert RIC_N]</i>	<i>[Insert Bloomberg ticker_N]</i>	<i>[Insert Reference Market_N]</i>	[yes] [no]	<i>[Insert Website_N]</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).]

VII. Conditions of the Securities
Part B – Product and Underlying Data

[In the case of Securities linked to a FX exchange rate as Underlying, the following applies:

[Table 2.1:]

Underlying	Base Currency	Counter Currency	Fixing Sponsor	FX Screen Page
[Insert name of FX Exchange_Rate]	[Insert]	[Insert]	[Insert]	[Insert]

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

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

[Table 2.1:]

Underlying	Underlying Currency	[WKN]	[ISIN]	[Reuters]	[Bloomberg]
[Insert name of Underlying]	[Insert]	[Insert]	[Insert]	[Insert RIC]	[Insert Bloomberg ticker]

[Table 2.2:]

Underlying	[Administrator]	[Investment Adviser]	[Custodian Bank]	Management Company	Portfolio Manager	Relevant Exchange	Auditor	Website
[Insert name of Underlying]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[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).

[[Table 2.3:]

Underlying	[VolComparator]	[VolComparator Sponsor
<i>[Insert name of Underlying]</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 for particular product types:

Product Type 1: Garant Securities

Product Type 2: All Time High Garant Securities

[In the case of [All Time High] Garant Securities, the following applies:

§ 1
Definitions

[In the case of Act/Act (ICMA), the following applies:

"**Accrual Period**" means each period for which an Interest Amount is to be calculated.]

["**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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

- (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].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

[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 other than ETF, the following applies:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

- (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];
- (i) 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (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*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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. GB)] [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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

[Insert number of days] Calculation Dates [that are also VolComparator Calculation Dates] 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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

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

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

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

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

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 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 a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Days];
- (e) a change in the legal form of the Fund;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (f) 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];
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 outstanding;
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

law, insert: in its reasonable discretion (§ 315 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 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];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund [Share] as the Underlying for the Securities;
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 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;
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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];

- (x) the Fund or the Management Company or a company affiliated to it breaches the agreement entered into with the Issuer in relation to the Fund in a significant respect or terminates that agreement; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 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];
- (z) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 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];
- (bb) the NAV is no longer published in the Underlying Currency,
- (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_i and their weighting and, if the Fund_i invests in other funds, the

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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 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 Dates] in each case using the following formula:

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

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

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

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

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

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

Where:

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

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

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

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

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

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

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

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

each Index Adjustment Event and Fund Adjustment Event.]

["**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.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

["**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.]

[In the case of All Time High Garant Securities, the following applies:

"**Best Performance of the Underlying**" means the quotient of $R_{\text{final}}^{\text{best}}$, as the numerator, and R_{initial} , as the denominator.]

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

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

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

"**Best-out Period**" means each Relevant Observation Date (final) 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 is [normally] published by the [Fund or the Management Company][Relevant Exchange][Index Sponsor or the Index Calculation Agent, as the case may be][Reference Market].

[In the case of [All Time High] Garant Cap Securities, the following applies:

"**Cap Level**" means the Cap Level as specified in § 1 of the Product and Underlying Data.]

["**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 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)].

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

["**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] [Fund Conversion Event] [or FX 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].]

["**Day Count Fraction**" means the Day Count Fraction as specified in § 2 (4) of the Special Conditions.]

["**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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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.]

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

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

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

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

"**First Day of the Best-out Period**" means the First Day of the Best-out Period specified in § 1 of the Product 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.]

[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 Interest Payment Date**" means the First Interest Payment Date 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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

[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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (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*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

governed by German law, insert: in its reasonable discretion (§ 315 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 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 available, [in relation to a Fund,] the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor [of the Fund].

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

[In the case of Compo Securities, the following applies:

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

"**FX**" means the [official] fixing of the FX Exchange Rate as published [[Insert] [p.m.] [a.m.] [Insert] local time] by the Fixing Sponsor on the FX Screen Page (or any successor page).

"**FX Calculation Date**" means each day on which FX is published by the Fixing Sponsor.

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

- (a) no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (b)] due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX) the reliable determination of FX is impossible or impracticable [for the Calculation Agent].]

"**FX Exchange Rate**" means the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency].

"**FX (final)**" means FX on the FX Observation Date (final).

"**FX (initial)**" means FX on the FX Observation Date (initial).

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

- (a) the failure of the Fixing Sponsor to publish the FX;
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of FX (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are 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].

"**FX Observation Date (final)**" means the FX Observation Date (final) [as specified in § 1 of the Product and Underlying Data][immediately following the [last] Final Observation Date].]

"**FX Observation Date (initial)**" means the FX Observation Date (initial) [as specified in § 1 of the Product and Underlying Data][immediately prior to the [first] Initial Observation Date].]

"**FX Screen Page**" means the FX Screen Page 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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.]

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

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

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

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 any of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

in its reasonable discretion (§ 315 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) the Reference Price is no longer published in the Underlying Currency;]

[(c)][(d)] Hedging Disruption;]

[(c)][(d)][(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]].

["**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.]

["**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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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.]

"Interest Amount" means the Interest Amount specified in § 2 (3) of the Special Conditions.

"Interest Commencement Date" means the Interest Commencement Date as specified in § 1 of the Product and Underlying Data.

"Interest End Date" means the Interest End Date as specified in § 1 of the Product and Underlying Data.]

[In the case of Act/Act (ICMA), the following applies:

"Interest Payment Date" is [Insert day and month] in each year.]

"Interest Payment Date" means [the] [each] [Interest Payment Date as specified in § 1 of the Product Data and Underlying Data] [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].]

[In the case of Act/Act (ICMA), the following applies:

"Interest Period" means each period from and including an Interest Payment Date to but excluding the next Interest Payment Date.]

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

"Interest Rate" means the Interest Rate as specified in § 2 (2) of the Special Conditions.]

"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].]

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

"**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 with a Best-in observation, the following applies:

"**Last Day of the Best-in Period**" means the Last Day of the Best-in Period specified in § 1 of the Product 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.]

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

"**Last Day of the Worst-in Period**" means the Last Day of the Worst-in Period specified in § 1 of the Product 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].

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

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.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

[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 other than ETF the following applies:

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company, 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

reasonable discretion (§ 315 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 ETF as Underlying the following applies:

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

to the extent that such Market Disruption Event occurs in the last hour prior to the normal calculation of the Reference Price which is relevant for the Securities and continues at the point of time of the normal calculation and is material [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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 Constituents are traded;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (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].]

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

[In the case of [All Time High] Garant Cap Securities, the following applies:

"**Maximum Amount**" means [the Maximum Amount as specified in § 1 of the Product and Underlying Data][Nominal Amount x Cap Level][Nominal Amount x (Floor Level + (Cap Level – Strike) [x FX (initial) / FX (final)] [x FX (final) / FX (initial)].]

"**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][next] following [Banking Day] [day], which is a Calculation Date shall be the [respective] Initial Observation Date.

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

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

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

[In the case of Securities with Best-out or Worst-out observation and in the case of All Time High Garant Securities, the following applies:

"**Relevant Observation Date (final)**" means [Insert relevant day(s)].]

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

[In the case of All Time High Garant Securities, the following applies:

"**Participation Factorbest**" means the Participation Factorbest 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.

["**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 with final Reference Price 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 (final)**" means the value of the product of Reference Price and Reference Price Adjustment Factor on the Final Observation Date.]

[In other cases, the following applies:

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

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

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

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

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

[In the case of All Time High Garant Securities, the following applies:

"**R (final)_{best}**" means the highest Reference Price [of the Reference Prices determined on each of the Final Observation Dates] [of the Reference Prices determined on each Relevant

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

Observation Date (final) between the First Day of the Best out-Period (inclusive) and the [last] Final Observation Date (inclusive)].]

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

"**R (initial)**" means R (initial) as specified in § 1 of the Product 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][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)].]

"**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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

[In the case of Securities with a fund as Underlying and 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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_{best}**" means the Strike_{best} 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][a Fund Share] 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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

"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 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] 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 1-2

- (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] 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.

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

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

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

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

§ 2

Interest[, Additional Amount]

- [(1)] *Interest*: The Securities do not bear interest.
- [[(1)] *Interest*: The Securities bear interest on their [Aggregate Nominal Amount] [Nominal Amount][per Security] from the Interest Commencement Date to the Interest End Date at the Interest Rate.]
- [(1)] *Interest*: The Securities bear interest on their [Aggregate Nominal Amount] [Nominal Amount] for [the] [each] Interest Period at the Interest Rate.]
- (2) *Interest Rate*: "**Interest Rate**" means the Interest Rate as specified in § 1 of the Product and Underlying Data [for each Interest Period].
- (3) *Interest Amount*: The [respective] "**Interest Amount**" is the product of the Interest Rate, the [Aggregate Nominal Amount] [Nominal Amount] and the Day Count Fraction.

The [respective] Interest Amount becomes due for payment in the Specified Currency on the [relevant] Interest Payment Date in accordance with the provisions of § 6 of the Special Conditions.

- [(4)] *Day Count Fraction*: "**Day Count Fraction**" for the purpose of calculating the Interest Amount for an Interest Period means:

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2000, the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2000, calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)).]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

[In the case of "30/360", "360/360" or "Bond Basis" in accordance with ISDA 2006, the following applies:

[30/360] [360/360] [Bond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period divided by 360, calculated using the following formula:

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

Where:

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

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

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

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

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30.]

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2000 (German interest calculation method), the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2000 (German interest calculation method), calculated as the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Final Payment Date is the last day of the month of February, in which case the month of February shall not to be considered to be lengthened to a 30-day month).]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 1-2

[In the case of "30E/360" or "Eurobond Basis" in accordance with ISDA 2006, the following applies:

[30E/360] [Eurobond Basis] in accordance with ISDA 2006, calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

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

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

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

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

"D1" is the first calendar day, expressed as a number, of the Interest Period unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number is 31, in which case D2 would be 30.]

[In the case of "30E/360 (ISDA)" in accordance with ISDA 2006 (German interest calculation method), the following applies:

30E/360 (ISDA) in accordance with ISDA 2006 (German interest calculation method), calculated as the number of days in the Interest Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

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

Where:

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

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

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

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

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

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

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Final Payment Date, or (ii) such number would be 31, in which case D2 will be equal to 30.]

[In the case of "Act/360", the following applies:

Act/360, calculated as the actual number of days in the Interest Period divided by 360.]

[In the case of "Act/365" (Fixed), the following applies:

Act/365 (Fixed), calculated as the actual number of days in the Interest Period divided by 365.]

[In the case of "Act/Act (ISDA)", the following applies:

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

[In the case of Act/Act (ICMA), the following applies:

(4) "Day Count Fraction" for the purposes of determining an Interest Amount in respect of an Accrual Period is Act/Act (ICMA), calculated as follows:

[[(i) if the Accrual Period is equal to or shorter than the Interest Period during which it falls,] the number of days in the Accrual Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

[[(ii) if the Accrual Period is longer than the Interest Period:] the sum of

(A) the number of days in such Accrual Period falling in the Interest Period in which the Accrual Period begins, divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in one year], and

(B) the number of days in such Accrual Period falling in the next Interest Period divided by [the product of (1)] the number of days in such Interest Period [and (2) the number of Interest Periods normally ending in any year].]

]

[In the case of Securities with an unconditional Additional Amount, the following applies:

(2) *Additional Amount:* The respective Additional Amount (I) will be paid on the Additional Amount Payment Date (I) 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: Garant Securities

Redemption Amount = Nominal Amount x (Floor Level + Participation Factor x (Performance of the Underlying – Strike) [x FX (initial) / FX (final)] [x FX (final) / FX (initial)])

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[Product Type 2: All Time High Garant Securities

Redemption Amount = Nominal Amount x (Floor Level + Max (Participation Factor x (Performance of the Underlying – Strike); Participation Factor_{best} x Best Performance of the Underlying – Strike_{best}) [x FX (initial) / FX (final)] [x FX (final) / FX (initial)])

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 1-2

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

Product Type 3: Express Garant Securities

Product Type 4: Best Express Securities (Cap)

[In the case of Express Garant Securities and Best Express Securities [Cap], the following applies:

§ 1

Definitions

["**Additional Unconditional Amount (I)**"] means the Additional Unconditional Amount (I) as specified in § 1 of the Product and Underlying Data.]

["**Additional Unconditional Amount Payment Date (I)**"] means the Additional Unconditional 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].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

[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].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

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

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 Management Company or a provider of fund services appointed for this purpose by the Fund or Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

law, insert: in its reasonable discretion (§ 315 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[.];]

[In the case of a fund share as Underlying and where the volatility is an Additional Adjustment Event, the following applies:

- (bb) the occurrence of an Additional Adjustment Event.]

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

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

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 are executed only partially or not at all;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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 a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice;
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Underlying at the Relevant Exchange is finally ceased and 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 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];
- (h) an early termination performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

discretion (§ 315 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 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];
- (k) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, redemption or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 outstanding;
- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund Share as the Underlying for the Securities;
- (u) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

- reasonable discretion (§ 315 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 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;
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

- (aa) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 is no longer published in the Underlying Currency[;
- (cc) the occurrence of an Additional Adjustment Event].

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 Share as Underlying and where the volatility is an Additional Adjustment Event, the following applies:

"Additional Adjustment Event" means:

[that the Historic Volatility of the Underlying exceeds a volatility level of [Insert]%.]

The "**Historic Volatility of the Underlying**" is calculated on a Calculation Date on the basis of the daily logarithmic returns of the NAV over the immediately preceding [Insert number of days] Calculation Dates 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);

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

The degree of variation (volatility) is estimated on a relevant Calculation Date using the daily returns of the NAV for the most recent [Insert number of days] 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 in each case. The volatility determined using this method may not exceed a volatility level of [Insert]%.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

[that the difference between the Historic Volatility of the Underlying and the Historic Volatility of the VolComparator on both, a Calculation Date and a VolComparator Calculation Date exceeds [Insert]%.]

The "**Historic Volatility of the Underlying**" is calculated on any day that is a Calculation Date and 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 which are also VolComparator Calculation Dates 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 which is also a VolComparator 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);

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

The degree of variation (volatility) is estimated on any day that is a Calculation Date and a VolComparator Calculation Date using the daily returns of the Underlying for the most recent [Insert number of days] Calculation Dates which 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 which are also VolComparator Calculation Dates in each case.

The "**Historic 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:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

"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 VolComparator Calculation Date preceding the relevant VolComparator Calculation Date (t);

"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 currency exchange rates as Underlying, the following applies:

- (a) a not only immaterial modification in the method of determination and/or publication of FX [(1) or FX (2), as the case may be,] by the Fixing Sponsor (including the time of the determination and/or publication); 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) any other change with respect to the Underlying or FX [(1) or FX (2), as the case may be,] (due to, including but not limited to, any kind of monetary reform or changeover), which affects the Securities not only immaterially; 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) an early termination performed by the Determining Futures Exchange of the there traded derivatives linked to the Underlying or to FX [(1) or FX (2), as the case may be];
- (d) an adjustment performed by the Determining Futures Exchange of the there traded Derivatives of the Underlying or to FX [(1) or FX (2), as the case may be];[;][or]
- (e) [a Hedging Disruption occurs or

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (f) any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the Underlying or to FX [(1) or FX (2), as the case may be]; 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].]

["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].]

["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].]

["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.]

"Barrier" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial)].

[In the case of Securities with date-related Barrier observation, the following applies:

"Barrier Event" means that [any Reference Price [on the respective Barrier Observation Date] [during the Barrier Observation Period]] is [equal to or] [lower] [greater] than the Barrier.]

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

"Barrier Event" means that R (final) is [equal to or] [lower] than the Barrier.]

[In the case of Securities where the Barrier is still to be specified, the following applies:

"**Barrier Level**" means the Barrier Level as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

[In the case of Securities with date-related 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).]

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

"**Calculation Date**" means [each day on which the Reference Price is [normally] published by the [Fund or the Management Company] [Relevant Exchange] [Index Sponsor or the Index Calculation Agent, as the case may be] [Reference Market] [and] [[FX] [FX (1) and FX (2)] [is] [are] customarily published [by the Fixing Sponsor]]] [FX Calculation Date].

["**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.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

["**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 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] [or FX 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,

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

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.]

"**Early Payment Date (k)**" means the "**Early Payment Date (k)**" as specified in § 1 of the Product and Underlying Data.

"**Early Redemption Amount (k)**" means the "**Early Redemption Amount (k)**" as calculated or, respectively specified by the Calculation Agent pursuant to § 4 (2) of the Special Conditions.

"**Early Redemption Event**" means that R (k) is equal to or greater than the Early Redemption Level (k) on the respective Observation Date (k).

"**Early Redemption Level (k)**" means the ["**Early Redemption Level (k)**"] as specified in § 1 of the Product and Underlying Data] [Early Redemption Factor (k) x R (initial)].

["**Early Redemption Factor (k)**" means the "**Early Redemption Factor (k)**" as specified in § 1 of the Product and Underlying Data.] [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [●] Banking Days.]]

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

[In the case of Securities with date related Barrier observation, the following applies:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

"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.]

["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.

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

"Fixing Sponsor" means the Fixing Sponsor as specified in § 1 of the Product and Underlying Data.

[In the case of a Fund Share as Underlying, 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.

"Fund Call Event" means any 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 Management" means the persons responsible for the portfolio and/or risk management of the Fund.

"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 under **"Underlying"** in § 1 of the Product and Underlying Data.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

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

["FX" means the [official] fixing of the FX Exchange Rate as published [[Insert] [p.m.] [a.m.] [Insert] local time] by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["FX (1)" means the [official] fixing of the FX Exchange Rate (1) as published [[Insert] [p.m.] [a.m.] [Insert] local time] by the Fixing Sponsor on the FX Screen Page (or any successor page).]

["FX (2)" means the [official] fixing of the FX Exchange Rate (2) as published [[Insert] [p.m.] [a.m.] [Insert] local time] by the Fixing Sponsor on the FX Screen Page (or any successor page).]

"FX Calculation Date" means each day on which FX [(1) and FX (2)] [is] [are] published by the Fixing Sponsor.

["FX Conversion Event" means[, with respect to FX (1) or FX (2), as the case may be,] each of the following events:

- (a) no suitable New Fixing Sponsor (as specified in § 9 (1) of the Special Conditions) or Replacement Exchange Rate (as specified in § 9 (2) 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]; or
- (b) due to the occurrence of special circumstances or force majeure (such as catastrophes, war, terror, insurgency, restrictions on payment transactions, entering of the currency used for the calculation into the European Economic Monetary Union, withdrawing of the relevant country from the European Economic Monetary Union and other circumstances having a comparable impact on FX [(1) or FX (2), as the case may be]) the reliable determination of [the respective] FX [(1) or FX (2)] is impossible or impracticable [for the Calculation Agent].]

["FX Exchange Rate" means [the exchange rate for the conversion of [the Specified Currency into the Underlying Currency] [the Underlying Currency into the Specified Currency]][the FX Exchange Rate as specified in § [1][2] of Product and Underlying Data].]

["FX Exchange Rate (1)" means [the exchange rate for the conversion of [the Standard Currency into the Underlying Currency] [the Underlying Currency into the Standard Currency]][the FX Exchange Rate (1) as specified in § [●] of Product and Underlying Data].]

["FX Exchange Rate (2)" means [the exchange rate for the conversion of [the Standard Currency into the Specified Currency] [the Specified Currency into the Standard Currency]][the FX Exchange Rate (2) as specified in § [●] of Product and Underlying Data].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

["**FX (final)**"] means FX on the FX Observation Date (final). If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).]

["**FX (1) (final)**"] means FX (1) on the FX Observation Date (final).]

["**FX (2) (final)**"] means FX (2) on the FX Observation Date (final).]

"**FX Market Disruption Event**" means[, with respect to FX (1) or FX (2), as the case may be,] each of the following events:

- (a) the failure of the Fixing Sponsor to publish the FX [(1) or FX (2)];
- (b) the suspension or restriction in foreign exchange trading for at least one of the two currencies quoted as a part of [the respective] FX [(1) or FX (2)] (including options or futures contracts) or the restriction of the convertibility of the currencies quoted in such exchange rate or the effective impossibility of obtaining a quotation of such exchange rate;
- (c) any other events with commercial effects which are similar to the events listed above;

to the extent that the above-mentioned events are 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].

"**FX Observation Date (final)**" means the [FX Observation Date (final)] [Final Observation Date] [as specified in § 1 of the Product and Underlying Data][immediately following the respective Observation Date]. [If the FX Observation Date (final) is not a FX Calculation Date, the immediately following day, which is a FX Calculation Date shall be the FX Observation Date (final).]

"**FX Screen Page**" means the FX Screen Page 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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]; [;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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.]

["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.]

[In the case of Securities with date related Barrier observation, the following applies:

"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.]

["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 [FX Market Disruption Event.] [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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

- (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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 3-4

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 Share 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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 3-4

- (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, [or]
- [(g) in general the suspension or restriction of trading in a derivative on the index which the ETF aims to replicate ("**ETF-Benchmark**") or on an index which only differs from the ETF-Benchmark in the treatment of dividends, interest or distributions or the currency in which such index is calculated or,
- (h) the failure of the Relevant Exchange to open for trading during its regular trading sessions, or
- (i) the suspension or restriction of trading in the Underlying on the Relevant Exchange,]

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.]

"**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:

["**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.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

"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.]

"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. [If the last Final Observation Date is not a Calculation Date, the Final Payment Date will be postponed accordingly.] [The Final Payment Date will be postponed accordingly.] Interest shall not be payable due to such postponement.

"Observation Date (k)" means [[the] [each]] **"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 Early Payment Date (k) will be postponed accordingly. Interest shall not be payable due to such postponement.]]

[In the case of Securities with an Asianing Autocallability, the following applies:

"Observation Date (k)" means the Averaging Observation Dates specified for such Observation Date (k) in § 1 of the Product and Underlying Data.

"Averaging Observation Date" means, with respect to an Observation Date (k), each of the Averaging Observation Dates specified for such Observation Date (k). If an Averaging Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the respective Averaging Observation Date. 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.]

[In the case of Best Express Securities (Cap), the following applies:

"Participation Factor Down" means the Participation Factor Down as specified in § 1 of the Product and Underlying Data.

"Participation Factor Up" means the Participation Factor Up as specified in § 1 of the Product and Underlying Data.]

"Portfolio Manager" means the Portfolio Manager [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 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 the Fund, a person, company or

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 3-4

institution appointed as a portfolio manager with respect to the investment activities of the Fund].]

[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 specified on the Final Observation Dates.]

[In the case of Securities with [best] [worst]-out observation, the following applies:

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

[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 date(s)] between the Initial Observation Date (including) and the Last Day of the [Best] [Worst]-in Period (including).]]

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

"**R (k)**" means the Reference Price on the respective Observation Date (k).]

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

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

"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.]

["Reference Price" means, with respect to any Calculation Date, the quotient of FX (1) divided by FX (2), as calculated by the Calculation Agent.]

["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.

["Screen Page for the Continuous Observation" means the Screen Page for the Continuous Observation as specified in § [●] of the Product and Underlying Data.]

["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].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 3-4

["**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.

["**Standard Currency**" means the Standard 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 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.

["**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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 3-4

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.

§ 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 Unconditional Amount (l)*: The respective Additional Unconditional Amount (l) will be paid [moreover] on the respective Additional Unconditional Amount Payment Date (l) pursuant to the provisions of § 6 of the Special Conditions.

If an Early Redemption Event occurs on an Observation Date (k), no more Additional Unconditional Amount (l) will be paid on any following Additional Unconditional Amount Payment Date (l).]

§ 3

Redemption, Automatic Early Redemption

(1) *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.

(2) *Automatic Early Redemption*: If an Early Redemption Event has occurred the Securities will be automatically early redeemed on the immediately following Early Payment Date (k) by payment of the respective Early Redemption Amount (k) on the respective Early Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions.

§ 4

Redemption Amount, Early Redemption Amount

(1) *Redemption Amount*: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

[Product Type 3: Express Garant Securities

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 3-4

- If no Barrier Event has occurred the Redemption Amount corresponds to the Maximum Amount.
- If a Barrier Event has occurred the Redemption Amount corresponds to the Minimum Amount.]

[Product Type 4: Best Express Securities (Cap)

- If no Barrier Event has occurred the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount + Nominal Amount x Max [Floor Level; (R (final) - Strike) / R (initial) x Participation Factor Up].

[However, in this case, the Redemption Amount is not greater than the Maximum Amount.]

- If a Barrier Event has occurred the Redemption Amount is specified according to the following formula:

Redemption Amount = Nominal Amount - Nominal Amount x (Strike - R (final))/R (initial) x Participation Factor Down.

[However, in this case, the Redemption Amount is not lower than the Minimum Amount.]]

(2) *Early Redemption Amount:*

[Product Type 3: Express Garant Securities

- The Early Redemption Amount (k) for an Early Payment Date (k) is specified in § 1 of the Product and Underlying Data.

[Product Type 4: Best Express Securities (Cap)

- The Early Redemption Amount (k) for an Early Payment Date (k) is specified in § 1 of the Product and Underlying Data].

Product Type 5: Garant Cliquet Securities

Product Type 6: Garant Cash Collect Securities

Product Type 7: Garant Performance Cliquet Securities

Product Type 8: Garant Digital Cash Collect Securities

Product Type 9: Garant Performance Cash Collect Securities

Product Type 10: Garant Digital Coupon Securities

Product Type 11: Garant Digital Cliquet Securities

Product Type 12: Performance Telescope Securities

Product Type 13: Garant Telescope Securities

Product Type 14: Garant Coupon Geoscope Securities

Product Type 15: Garant Digital Cash Collect Memory Securities

[In the case of Garant Cliquet Securities, Garant Cash Collect Securities, Garant Performance Cliquet Securities, Garant Digital Cash Collect Securities, Garant Digital Cash Collect Memory Securities, Garant Performance Cash Collect Securities, Garant Digital Coupon Securities, Performance Telescope Securities, Garant Telescope Securities, Garant Coupon Geoscope Securities and Garant Digital Cliquet 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 Securities with unconditional Additional Amount (l), the following applies:

"**Additional [Unconditional] Amount (l)**" means the Additional [Unconditional] Amount (l) as specified in § 1 of the Product and Underlying Data.]

[In the case of Securities with unconditional Additional Amount (l), the following applies:

"**Additional [Unconditional] Amount Payment Date (l)**" means the Additional Amount Payment Date (l) as specified in § 1 of the Product and Underlying Data.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

["**Additional [Conditional] Amount (k)**"] means the Additional [Conditional] Amount (k) as specified in § 1 of the Product and Underlying Data.]

["**Additional [Conditional] Amount Payment Date (k)**"] means the respective Additional [Conditional] 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:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

in its reasonable discretion (§ 315 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 other than ETF, the following applies:

- (a) changes are made with respect to the Fund without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

(§ 315 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

- (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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

discretion (§ 315 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:

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

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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

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

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

Where:

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

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

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

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

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

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

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

- (a) changes are made with respect to the Fund 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

(§ 315 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 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 a provider of fund services appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice [for more than [*Insert number of Banking Days*] consecutive Banking Day(s)];
- (e) a change in the legal form of the Fund;
- (f) the quotation of the Fund Shares 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];;
- (g) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 Underlying;
- (i) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

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];

- (j) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund that is material or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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, (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 outstanding;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (n) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (o) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (p) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];
- (r) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (s) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (t) the Issuer loses the right to use the Fund [Share] as the Underlying for the Securities;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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 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;
- (w) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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];
- (y) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

law, insert: in its reasonable discretion (§ 315 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 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];
- (bb) the NAV is no longer published in the Underlying Currency,
- (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 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[.];]
- [(dd) a Hedging Disruption occurs][;.];]

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

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

Where:

"t" is the relevant Calculation Date;

"P" is [Insert number of days];

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

"**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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 5-15

in the VolComparator Reference Price between two consecutive VolComparator Calculation Dates in each case.]]

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

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

each Index Adjustment Event and Fund Adjustment Event.]

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

["**Administrator**" means the Administrator [as specified in § 2 of the Product 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.]

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

["**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.]

[In the case of Garant Digital Cash Collect Securities and Garant Digital Cash Collect Memory Securities, the following applies:

"**Barrier**" means [the Barrier as specified in § 1 of the Product and Underlying Data] [Barrier Level x R (initial).]

"**Barrier Event**" means that R (final) is less 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 [Fund or the Management Company][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 as determined by the Calculation Agent [in the case of Securities governed by German law, insert:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

in its reasonable discretion (§ 315 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] [Fund Conversion Event].]

["**D (k)**" means the denominator attributed to the respective Observation Date (k) as specified in § 1 of the Product and Underlying Data.]

["**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,

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

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.

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

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

[In the case of Garant Performance Cliquet Securities and Garant [Performance][Digital] Cash Collect [Memory] Securities, the following applies:

"**Final Participation Factor**" means the Final Participation Factor 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.

[In the case of Garant [Performance][Digital] Cash Collect [Memory] Securities and [Garant][Performance] Telescope Securities, the following applies:

"**Final Strike Level**" means the Final Strike Level as specified in § 1 of the Product and Underlying Data.]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

["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.

[In the case of Garant Performance Cliquet Securities, Garant [Performance][Digital] Cash Collect [Memory] Securities and [Garant][Performance] Telescope Securities, the following applies:

"Floor Level" means the Floor Level, 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 respective method of calculating the net asset value or (v) the timetable for the subscription, issue, redemption and/or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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];

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

of Securities governed by German law, insert: in its reasonable discretion (§ 315 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:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

- (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 available, [in relation to a Fund,] the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor [of the Fund].

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

[In the case of Garant Coupon Geoscope Securities the following applies:

"**Geometric Average Performance of the Underlying (k)**" means the value calculated pursuant the following formula:

$$(\text{Performance of the Underlying (k)})^{1/D(k)}$$

["**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.]

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

"**Hedging Party**" means the Hedging Party as specified in § 1 of the Product 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 [R (k), as determined on the respective Observation Date (k), is greater than the Strike][R (k) , as determined on the respective Observation Date (k), is greater than the respective R (k-1)][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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

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 any of the following events:

- (a) changes in the relevant Index Concept or the calculation of the Underlying that result in a new relevant Index Concept or calculation of the Underlying being no longer economically equivalent to the original relevant Index Concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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.

"**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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

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.]

["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 a fund as Underlying or an index as Underlying referencing a fund, the following applies:

["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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

- (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 other than ETF the following applies:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company,
- (b) the closure, conversion or insolvency of the Underlying or other circumstances which make it impossible to determine the NAV, or
- (c) it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund, the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of Fund Shares for a specified period or to restrict the redemption or issue of Fund Shares to a specified portion of the Fund volume or to levy additional fees, or
- (d) the Fund or the Management Company redeems the Fund Shares in 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 ETF as Underlying the following applies:

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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

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 [(with exception of (d) for which the time at which the NAV is usually published should be the relevant point in time)]; whether this is the case shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 referencing funds, the following applies:

with respect to the Underlying:

- (a) the suspension or restriction of trading generally on the exchanges or markets on which the Index 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;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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.]

[In the case of Garant Cap Performance Cliquet, Garant Cap Performance Cash Collect Securities and [Garant][Performance] Telescope 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] [Protection Level x Nominal Amount].

["**Minimum Additional Amount (k)**"] means the Minimum Additional Amount (k) 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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

"**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 [Conditional] Amount Payment Date (k) shall be postponed accordingly. Interest shall not be payable due to such postponement.

[In the case of Securities with a final reference price observation, 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, then the immediately following Banking Day that is a Calculation Date shall be the Final Observation Date. 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, the following applies:

"**Final Observation Date**" means each of the Final Observation Dates specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date, then the immediately following Banking Day that is a Calculation Date shall be the corresponding Final Observation Date. 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.

["**Final Observation Date**" means the [last] Observation Date (k). If the Final Observation Date is not a Calculation Date, then the immediately following Banking Day that is a Calculation Date shall be the corresponding Final Observation Date. 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.]

["**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.

["**Performance of the Underlying**" means the performance of the Underlying using the following formula:

[In the case of Garant Performance Cliquet Securities, the following applies:

(R (final) / R (initial)) - Strike]

[In the case of Garant [Performance][Digital] Cash Collect [Memory] Securities and Performance Telescope Securities, the following applies:

(R (final) / R (initial)) - Final Strike Level]

["**Performance of the Underlying (k)**"] means the Performance of the Underlying (k) using the following formula:

[In the case of Garant [Performance] Cliquet Securities, the following applies:

(R (k) - R (k-1)) / R (k-1)]

[In the case of Garant [Performance][Digital] Cash Collect Securities, the following applies:

(R (k) - Strike) / R (initial)]

[In the case of [Garant][Performance] Telescope Securities, the following applies:

1/D (k) x (R (k) / R (initial) – Strike Level)]

[In the case of Garant Coupon Geoscope Securities the following applies:

"**Performance of the Underlying (k)**" means the performance of the Underlying (k) using the following formula:

R (k) / R (initial)]

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

"**Portfolio Manager**" means [the Portfolio Manager [specified in § 2 of the Product 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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 5-15

["Protection Level"] means the Protection Level as specified in § 1 of the Product and Underlying Data.]

[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 Garant Performance Cliquet, Garant [Performance][Digital] Cash Collect [Memory] Securities and [Garant][Performance] Telescope Securities with final Reference Price observation, the following applies:

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

[In the case of Garant Performance Cliquet, Garant [Performance][Digital] Cash Collect [Memory] Securities and [Garant][Performance] Telescope 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 Garant Performance Cliquet, Garant [Performance][Digital] Cash Collect [Memory] Securities and [Garant][Performance] Telescope 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).

[In the case of Garant [Performance][Digital] Cliquet Securities, the following applies:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

"**R (k-1)**" 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).]

"**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:

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

- (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.

[In the case of Garant [Performance][Digital] Cash Collect [Memory] Securities, Garant Digital Coupon Securities, Garant [Performance] Cliquet Securities, Garant Coupon Geoscope Securities and [Garant][Performance] Telescope Securities, the following applies:

"**Strike**" means [the Strike as specified in § 1 of the Product and Underlying Data] [Strike Level x R (initial)].]

[In the case of Garant Digital Cliquet Securities, the following applies:

"**Strike (k-1)**" means Strike Level x R (k-1).]

"**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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

["**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.

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 5-15

If the VolComparator is no longer determined by the VolComparator Sponsor but rather by another person, company or institution (the "**New VolComparator Sponsor**"), then any calculation described in these Terms and Conditions shall occur on the basis of the VolComparator as determined by the New VolComparator Sponsor. In this case, any reference to the replaced VolComparator Sponsor in these Terms and Conditions shall be deemed to refer to the New VolComparator Sponsor.]

"Website[s] of the Issuer" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

"Website[s] for Notices" means the Website(s) for Notices 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 [Conditional] [and] [Unconditional] Amount

- (1) Interest: The Securities do not bear interest.
- (2) Additional [Conditional] Amount (k):

[Product Type 5: Garant Cliquet Securities

Product Type 7: Garant Performance Cliquet Securities

[If R (k) is greater than R (k-1), 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) is calculated according to the following formula:

Additional Amount (k) = Nominal Amount x Participation Factor x Performance of the Underlying (k)

If R (k) is equal to or less than R (k-1), no Additional Amount (k) will be paid.]

[On the respective Additional Amount Payment Date (k) the Additional Amount (k) will be paid pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) is calculated according to the following formula:

Additional Amount (k) = Nominal Amount x Participation Factor x Performance of the Underlying (k).

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

However, the Additional Amount (k) is not less than the Minimum Additional Amount (k).]]

[Product Type 6: Garant Cash Collect Securities

Product Type 9: Garant Performance Cash Collect Securities

[If R (k) is greater than the Strike, 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) is calculated according to the following formula:

Additional Amount (k) = Nominal Amount x Participation Factor x Performance of the Underlying (k)

If R (k) is equal to or less than the Strike, no Additional Amount (k) will be paid.]

[On the respective Additional Amount Payment Date (k) the Additional Amount (k) will be paid pursuant to the provisions of § 6 of the Special Conditions. The Additional Amount (k) is calculated according to the following formula:

Additional Amount (k) = Nominal Amount x Participation Factor x Performance of the Underlying (k)

However, the Additional Amount (k) is not less than the Minimum Additional Amount (k).]]

[Product Type 8: Garant Digital Cash Collect Securities

Product Type 10: Garant Digital Coupon Securities

Product Type 15: Garant Digital Cash Collect Memory Securities

[In the case of Garant Digital Coupon and Garant Digital Cash Collect Securities, the following applies:

If R (k) is greater than or equal to the Strike on any Observation Date (k), the respective Additional [Conditional] Amount (k) will be paid on the respective Additional [Conditional] Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions. The respective Additional [Conditional] Amount (k) for each Additional [Conditional] Amount Payment Date (k) is specified in § 1 of the Product and Underlying Data.

[In the case of Garant Digital Cash Collect Securities with lock-in the following applies:

Moreover, on all Additional Conditional Amount Payment Dates (k) following this Additional Conditional Amount Payment Date (k) the respective Additional Conditional Amount (k) shall be paid irrespective of the value of R (k). In this case the Additional Conditional Amount (k)

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 5-15

will be paid only once, even if on any following Observation Date (k) R (k) is greater than or equal to the Strike.]

If R (k) is less than the Strike [*insert in the case of Garant Digital Cash Collect Securities with lock-in:* and has also been less for all previous Observation Dates (k)], no Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k).]

[In the case of Garant Digital Cash Collect Memory Securities, the following applies:

If R (k) is greater than or equal to the Strike on any Observation Date (k), the respective Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) pursuant to the provisions of § 6 of the Special Conditions less all Additional Conditional Amounts (k) paid on the preceding Additional Conditional Amount Payment Dates (k).

[In the case of Garant Digital Cash Collect Memory Securities with lock-in the following applies:

Moreover, on all Additional Conditional Amount Payment (k) following this Additional Conditional Amount Payment Date (k) the respective Additional Conditional Amount (k) shall be paid irrespective of the value of R (k). In this case the Additional Conditional Amount (k) will be paid only once, even if on any following Observation Date (k) R (k) is greater than or equal to the Strike.]

If R (k) is lower than the Strike [*insert in the case of Garant Digital Cash Collect Memory Securities with lock-in:* and has also been less for all previous Observation Dates (k)], no Additional Conditional Amount (k) will be paid on the corresponding Additional Conditional Amount Payment Date (k).]]

Product Type 11: Garant Digital Cliquet Securities

[If R (k) is greater than or equal to the Strike (k-1), 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 respective Additional Amount (k) for each Additional Amount Payment Date (k) is specified in § 1 of the Product and Underlying Data.

If R (k) is less than Strike (k-1), no Additional Amount (k) will be paid on the respective Additional Amount Payment Date (k).]

[Product Type 12: Performance Telescope Securities

Product Type 13: Garant Telescope Securities

[In the case of Securities with a conditional Additional Amount, the following applies:

[If an Income Payment Event with respect to Observation Date (k) 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 Participation Factor x Performance of the Underlying (k).

[In the case of Securities with an unconditional Additional Amount, the following applies:

The 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 Participation Factor x Performance of the Underlying (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).]

Product Type 14: Garant Coupon Geoscope Securities

[In the case of Securities with a conditional Additional Amount, the following applies:

- (2) *Additional Amount:* If an Income Payment Event with respect to Observation Date (k) 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 Participation Factor x (Geometric Average Performance of the Underlying (k) – Strike Level).]

[In the case of Securities with an unconditional Additional Amount, the following applies:

- (2) *Additional Amount:* The 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 Participation Factor x (Geometric Average Performance of the Underlying (k) – Strike Level).

However, the Additional Amount (k) is not less than the relevant Minimum Additional Amount (k).]

[In the case of Securities with a Maximum Additional Amount (k), the following applies:

However, the Additional Amount (k) is not greater than the Maximum 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

[Product Type 5: Garant Cliquet Securities

Product Type 6: Garant Cash Collect Securities

Product Type 10: Garant Digital Coupon Securities

Product Type 11: Garant Digital Cliquet Securities

Product Type 13: Garant Telescope Securities

Product Type 14: Garant Coupon Geoscope Securities

Redemption Amount: The Redemption Amount corresponds to the Minimum Amount.]

[Product Type 7: Garant Performance Cliquet Securities

Redemption Amount: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 5-15

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[Product Type 8: Garant Digital Cash Collect Securities

Product Type 15: Garant Digital Cash Collect Memory Securities

Redemption Amount: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

- If no Barrier Event has occurred, the Redemption Amount corresponds to the Nominal Amount.
- If a Barrier Event has occurred, the Redemption Amount is calculated according to the following formula:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying).

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

[Product Type 9: Garant Performance Cash Collect Securities

Product Type 12: Performance Telescope Securities:

Redemption Amount: The Redemption Amount corresponds to an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, the Redemption Amount is not less than the Minimum Amount [and not greater than the Maximum Amount].]

Product Type 16: Cash Collect Worst Of Protected Securities

§ 1

Definitions

"**Additional Conditional Amount (k)**" means the [respective] Additional Conditional Amount (k) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount Payment Date (k)**" means the Additional Conditional Amount Payment Date (k) as specified in § 1 of the Product and Underlying Data.

"**Additional Conditional Amount Payment Event**" means that the Worst Performance (k) is equal to or greater than the Additional Conditional Amount Payment Level (k) on the respective Observation Date (k).

"**Additional Conditional Amount Payment Level (k)**" means the respective Additional Conditional Amount Payment Level (k) as specified in § 1 of the Product and Underlying Data. [[This is an indicative value.] The final specification will be made by the Issuer on the [last] Initial Observation Date and will be published by notification pursuant to § 6 of the General Conditions within [five] [•] Banking Days.]]

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

[In the case of a basket consisting of shares as Underlying, the following applies:

- (a) each measure taken by the company that has issued the respective Basket Component_i 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_i 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_i of the there traded Derivatives of the respective Basket Component_i;
- (c) an adjustment performed by the respective Determining Futures Exchange_i of the there traded Derivatives of the respective Basket Component_i;
- (d) [a Hedging Disruption occurs;

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 16

- (e)] any event which is economically equivalent to one of the above-mentioned events with regard to its consequences on the respective Basket Component_i; 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_i, that result in a new relevant Index Concept or calculation of the respective Basket Component_i being no longer economically equivalent to the original relevant Index Concept or the original calculation of the respective Basket Component_i; 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_i 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_i 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_i 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_i; 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 a basket consisting of commodities as Underlying, the following applies:

- [(a)] any changes in the Relevant Trading Conditions of the respective Basket Component_i 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 16

reasonable discretion (§ 315 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].]

"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_i" means the respective [share][index][commodity] 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_i is published by the [respective Relevant Exchange_i][respective Index Sponsor_i or the respective Index Calculation Agent_i][respective Reference Market_i].

"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_i 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,*

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

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 the respective Basket Component_i] [in the securities that form the basis of the respective Basket Component_i] 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_i is no longer calculated or published in the relevant Currency of the Basket Component_i;
- (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]].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

["**Conversion Event**" means [any of the following events:] [a Share Conversion Event][;] [an Index Conversion Event][;] [a Commodity Conversion Event][;] [a Change in Law [and/or a Hedging Disruption [and/or Increased Costs of Hedging]].]

"**Currency of the Basket Component_i**" means the Currency of the Basket Component_i as specified in § 2 of the Product and Underlying Data.

"**Determining Futures Exchange_i**" means the [options and/or] futures exchange, on which respective derivatives of the respective Basket Component_i [or [– if derivatives on the respective Basket Component_i 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_i, such as a final discontinuation of derivatives' quotation linked to the respective Basket Component, [or to its components] at the Determining Futures Exchange_i or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange_i by another [options and/or] futures exchange that offers satisfactorily liquid trading in the Derivatives (the "**Substitute Futures Exchange_i**"); 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_i in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Futures Exchange_i.

"**Final Payment Date**" means the Final Payment Date, 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.

["**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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

- (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_i," means the Index Calculation Agent_i 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_i is no longer calculated or published in the relevant Currency of the Basket Component_i;
- (d) no suitable substitute for the respective Index Sponsor_i and/or the respective Index Calculation Agent_i 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];[

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

- (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_i**" means the Index Sponsor_i 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.

[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_i on the Initial Observation Date.]

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

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

" **K_i (k)**" means the Reference Price_i on the respective Observation Date (k).

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

[In the case of a basket consisting of shares as Underlying, the following applies:

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

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_i which is relevant for the

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Product Type 16

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_i or, as the case may be, the respective Determining Futures Exchange_i, 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_i or, as the case may be, the respective Determining Futures Exchange_i.]

[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_i are listed or traded, or on the respective futures exchanges or on the markets on which Derivatives of the respective Basket Component_i are listed or traded;
- (b) in relation to individual [securities][underlyings] which form the basis of respective Basket Component_i, 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_i 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_i as a result of a decision by the Index Sponsor_i or the Index Calculation Agent_i;

[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_i 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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Product Type 16

respective [Relevant Exchange_i][Reference Market_i] or, as the case may be, the Determining Futures Exchange_i, 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_i][Reference Market_i] or, as the case may be, the Determining Futures Exchange_i.]

[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_i on the Reference Market_i or
- (b) the suspension or restriction of trading in a Derivative of the respective Basket Component_i on the Determining Futures Exchange_i

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_i or, as the case may be, the respective Determining Futures Exchange_i 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_i or, as the case may be, the respective Determining Futures Exchange_i.]

"Minimum Amount" means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

"N" means the amount of Basket Components 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 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_i].]

"Observation Date (k)" means the Observation Date (k) as specified in § 1 of the Product and Underlying Data. If the Observation Date (k) is not a Calculation Date for one or more Basket Components, the immediately following day, which is a Calculation Date shall be the respective Observation Date (k) for [all Basket Components] [the respective Basket Component_i]. The

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

[respective Early Payment Date (k) and the] respective Additional Conditional Amount Payment Date (k) shall be postponed accordingly. Interest shall not be payable due to such postponement.

"Redemption Amount" means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

["Reference Market_i"] means the relevant Reference Market_i as specified in § 2 of the Product and Underlying Data.]

"Reference Price_i" means the Reference Price of the relevant Basket Component_i as specified in § 1 of the Product and Underlying Data.

["Registered Benchmark Administrator_i"] 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_i"] means the [respective Relevant Exchange_i as specified in § 2 of the Product and Underlying Data.] [exchange, on which the components of the respective Basket Component_i 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_i, such as a final discontinuation of the quotation of the [respective Basket Component, [or, respectively its components]] [Underlying] at the respective Relevant Exchange_i and the quotation at a different stock exchange or a considerably restricted number or liquidity, the Relevant Exchange_i shall be substituted as the Relevant Exchange_i by another exchange that offers satisfactorily liquid trading in the Basket Component_i [or, respectively its components] (the **"Substitute Exchange_i"**); 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_i in the Terms and Conditions of these Securities shall be deemed to refer to the Substitute Exchange_i.]

"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_i [with respect to the Basket Component_i][in the securities that form the basis of the the respective Basket Component_i]] during which period settlement [of subscriptions or redemptions of Fund Shares_i] will customarily take place according to the rules of [such Relevant Exchange_i][that Clearance System].]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Product Type 16

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

- (a) the quotation of the respective Basket Component_i at the Relevant Exchange_i 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_i at the Relevant Exchange_i no longer occurs in the Currency of the Basket Component_i;
- (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 a Basket consisting of the Basket Components.

"**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.

"**Worst Performance (k)**" means the Performance of the Basket Component_i (k) specified as follows:

Performance of the Basket Component_i (k) = $\min [K_i(k) / K_i(\text{initial})]$ (with $i = 1, \dots, N$).

§ 2

Interest, Additional Amount

- (1) *Interest*: The Securities do not bear interest.
- (2) *Additional Conditional Amount (k)*: If an Additional Conditional Amount Payment Event occurs, the respective Additional Conditional Amount (k) will be paid on the respective Additional Conditional Amount Payment Date (k) 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 the Minimum Amount.

[Special Conditions that apply for 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)][(l)] ceases to exist in relation to all Additional Amount Payment Dates [(k)][(l)] 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_i] to the next following [Calculation Date][Banking Day that is a Calculation Date for the Basket Component_i] 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.]

[If a FX Market Disruption Event occurs on a FX Observation Date, the respective FX Observation Date will be postponed to the next following FX Calculation Date on which the FX Market Disruption Event no longer exists.]

Any Payment Date relating to such Observation Date[(k)] [or FX Observation Date, as the case may be] shall be postponed if applicable. [Interest shall not be payable due to such postponement.]

- (2) *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_i][FX_i] required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such [Reference Price_i] [FX_i] 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 depositary receipt, an index or a commodity as Underlying or Securities linked to a basket of shares or depositary 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_i] expire or are settled on the Determining Futures Exchange_i, the settlement price established by the Determining Futures Exchange_i 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.]

[Should the FX Market Disruption Event continue for more than [Insert number of Banking Days] consecutive Banking Days, the respective FX shall be the reasonable price determined in

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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; such reasonable price shall be determined by the Calculation Agent [*in the case of Securities governed by German law, insert:* in its reasonable discretion (§ 315 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 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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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,

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

- (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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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:

[(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 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:

[(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 Underlying, then the relevant value will not be specified again.]

[(3)] [(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.

[(4)] [(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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities – Special Conditions that apply for all product types

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

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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_i, 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_i to the there traded Derivatives linked to the respective Basket Component_i, and the remaining term of the Securities as well as the latest available price of the respective Basket Component_i. If the Calculation Agent determines that, pursuant to the rules of the Determining Futures Exchange_i, no adjustments were made to the Derivatives linked to the respective Basket Component_i, 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_i published by the respective Relevant Exchange_i 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_i 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.

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

- (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_i, as well as the respective method of calculation, determination, and publication of the price of the respective Basket Component_i (the "**Index Concept**") applied by the respective Index Sponsor_i. 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_i, the ratio_i and/or all prices of the Basket Component_i, which have been specified by the Calculation Agent) and/or all prices of the Basket Component_i 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

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

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_i to the there traded Derivatives linked to the respective Basket Component_i, and the remaining term of the Securities as well as the latest available price of the respective Basket Component_i. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange_i, no adjustments were made to the Derivatives linked to the respective Basket Component_i, 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_i (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_i, the ratio and/or all prices of the respective Basket Component_i, which have been specified by the Issuer) and/or all prices of the respective Basket Component_i 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_i 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_i is no longer determined by the respective Index Sponsor_i 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_i as determined by the respective New Index Sponsor. In this case, any reference to the replaced Index Sponsor_i in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Sponsor. If the respective Basket Component_i is no longer calculated by the respective Index Calculation Agent_i 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_i as calculated by the respective New Index Calculation Agent. In this case, any reference to

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

the replaced Index Calculation Agent_i in the Terms and Conditions of these Securities shall be deemed to refer to the New Index Calculation Agent_i.

- (5) *Replacement Specification*: If a price of the respective Basket Component_i published by the respective Index Sponsor_i or the respective Index Calculation Agent_i, 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_i or the respective Index Calculation Agent_i, 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_i 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_i in respect of the respective Basket Component_i (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_i, 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].

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

Any such adjustment will be performed taking into consideration any adjustments made by the respective Determining Futures Exchange_i to the there traded Derivatives linked to the respective Basket Component_i, and the remaining term of the Securities as well as the latest available price of the respective Basket Component_i. If the Calculation Agent determines that, pursuant to the rules of the respective Determining Futures Exchange_i, no adjustments were made to the Derivatives linked to the respective Basket Component_i, 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 at the respective Reference Market_i,
- (b) a material change of the market conditions at the respective Reference Market_i or
- (c) a material limitation of the liquidity of the Underlying at the respective Reference Market_i,

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_i (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_i, the ratio and/or all prices of the respective Basket Component_i, which have been specified by the Issuer) and/or all prices of the respective Basket Component_i 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_i on the respective Replacement Reference Market_i (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_i 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_i any reference to the replaced Reference Market_i in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Reference Market_i.]

[(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_i, 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_i 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_i. 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_i (the "**Replacement Basket Component**"). If necessary, the Calculation Agent will make further adjustments to these Terms and Conditions (in particular to the Basket Component_i, the ratio and/or all prices of the respective Basket Component_i specified by the Issuer) and/or all prices of the Basket Component_i 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_i in these Terms and Conditions shall be deemed to refer to the Replacement Basket Component, unless the context provides otherwise.]

VII. Conditions of the Securities
Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

[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_i, 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_i 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_i, then the relevant value will not be specified again.]

[(3)] [(4)] If the Basket Component_i 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.

[(4)] [(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 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

- (1) *New Fixing Sponsor*: In the event that the [Underlying][at least one component of the Underlying][the [FX] Exchange Rate_i][FX] is no longer determined and published by the [respective] Fixing Sponsor_i or, in case of a not only immaterial modification in the method of determination and/or publication of [Underlying][at least one component of the Underlying][the [FX] Exchange Rate_i][FX] by the Fixing Sponsor (including the time of determination or publication), the Calculation Agent has the right[, in particular,] to determine the calculations or, respectively, specifications of the Calculation Agent described in the Terms and Conditions of these Securities on the basis of the determinations and publications by another person, company or institution which shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 "**New Fixing Sponsor**"). The New Fixing Sponsor and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any reference to the replaced Fixing Sponsor_i in the Terms and Conditions of these Securities shall be deemed to refer to the New Fixing Sponsor.
- (2) *Replacement Exchange Rate*: In the event that the [Underlying][at least one component of the Underlying][the [FX] Exchange Rate_i][FX] is no longer determined and published, the calculations or, respectively, specifications described in the Terms and Conditions of these Securities shall occur on the basis of a [price of the [Underlying][the respective component of the Underlying][the [FX] Exchange Rate_i][FX] determined and published on the basis of another method, which shall be determined by the Calculation Agent [in the case of Securities governed by German law, insert: in its reasonable discretion (§ 315 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 "**Replacement Exchange Rate**"). [If necessary, the Calculation Agent will make further adjustments to the Terms and Conditions of these Securities (in particular to the determination or to the method of the calculation of [all prices of the Underlying [or of its components] determined by the Issuer]) and/or all prices of the Underlying [or of its components] determined by the Calculation Agent pursuant to the Terms and Conditions on the basis of the Terms and Conditions in such way that the financial position of the Security Holders remains unchanged to the greatest extent possible.] The Replacement Exchange Rate and the time of its first application shall be published pursuant to § 6 of the General Conditions. In this case, any reference to [the replaced [FX] Exchange Rate_i] [the [official] fixing [of the respective component] of the Underlying] [the replaced [FX]] in the Terms and Conditions of these Securities shall be deemed to refer to the Replacement Exchange Rate.]]

VII. Conditions of the Securities

Part C – Special Conditions of the Securities –
Special Conditions that apply for all product types

- [(3) *[In the case of Securities governed by German law, insert:* The application of §§ 313, 314 BGB remains reserved.]]

**VIII. Conditions of the Securities
Incorporated by Reference in the Base
Prospectus**

**VIII. CONDITIONS OF THE SECURITIES INCORPORATED BY REFERENCE IN
THE BASE PROSPECTUS**

The Issuer may pursuant to this Base Prospectus also:

- continue a public offer of Securities already issued under a Previous Prospectus,
- re-open a completed public offering of Securities already issued under a Previous Prospectus,
- apply for admission to trading of the Securities, and
- publicly offer an additional issuance volume of a series of Securities already issued under a Previous Prospectus (Increase).

Where the public offer, the admission to trading or the Increase of the Securities that have been publicly offered, admitted to trading or Increased relates to Securities that have first been publicly offered or admitted to trading at any exchange or other market under a Previous Prospectus, the relevant Final Terms are to be read together with the Conditions of the Securities in the relevant Previous Prospectus (see section "III.E. Public offer and admission to trading under the Base Prospectus"). The following Conditions of the Securities in the relevant Previous Prospectus is hereby incorporated by reference into this Base Prospectus:

- the Conditions of the Securities set out on pages 166 to 414 of the Base Prospectus of UniCredit Bank AG dated 25 May 2018 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection),
- the Conditions of the Securities set out on pages 121 to 247 of the Base Prospectus of UniCredit Bank AG dated 15 March 2019 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II.

A list setting out all information incorporated by reference is provided on page 323 et seq.

IX. DESCRIPTION OF THE ISSUER

A. General description

The following information regarding the Issuer (together with its consolidated subsidiaries, the "HVB Group") is hereby incorporated by reference into this Base Prospectus:

- (i) The description of the Issuer included in the Registration Document of UniCredit Bank AG dated 21 October 2019 consisting of the following information:

Section:	As set out on the following pages of the Registration Document:
Statutory Auditors	p. 10
UniCredit Bank AG	
- Information about HVB, the parent company of HVB Group	p. 11
- Programme Transform 2019	p. 11
Business Overview	
- Principal Activities	p. 11 to 12
- Business segments of HVB Group	p. 12 to 14
- Principal Markets	p. 14
Management and Supervisory Bodies	p. 14 to 16
Major Shareholders	p. 16
Legal and Arbitration Proceedings	p. 16 to 19
Proceedings Related to Actions by the Regulatory Authorities	p. 19

IX. Description of the Issuer

(ii) the following information contained in the Annual Report HVB Group 2017

Section:	As set out on the following pages of the Annual Report:
- Consolidated Income Statement	p. 88 to 89
- Consolidated Balance Sheet	p. 90 to 91
- Statement of Changes in Consolidated Shareholders' Equity	p. 92 to 93
- Consolidated Cash Flow Statement	p. 94 to 95
- Notes to the Consolidated Financial Statements	p. 96 to 229
- Declaration by the Management Board	p. 229
- Auditors' Report	p. 143 to 148

(iii) the following information contained in the Annual Report HVB Group 2018

Section:	As set out on the following pages of the Annual Report:
- Consolidated Income Statement	p. 96 to 97
- Consolidated Balance Sheet	p. 98 to 99
- Statement of Changes in Consolidated Shareholders' Equity	p. 100 to 102
- Consolidated Cash Flow Statement	p. 103
- Notes to the Consolidated Financial Statements	p. 104 to 276
- Declaration by the Management Board	p. 277
- Auditors' Report	p. 278 to 283

IX. Description of the Issuer

(iv) the following information contained in the Annual Report UniCredit Bank AG (HVB) 2018

Section:	As set out on the following pages of the Annual Report:
- Income Statement of UniCredit Bank AG	p. 88 to 89
- Balance Sheet of UniCredit Bank AG	p. 90 to 95
- Notes	p. 96 to 153
- Declaration by the Management Board	154
- Auditors' Report	p. 155 to 160

, and

(v) the following information contained in the unaudited Consolidated Results of HVB Group as of 30 June 2019:

Section:	As set out on the following pages of the Consolidated Results:
- Consolidated Income Statement	p. 56 to 57
- Consolidated Balance Sheet	p. 58 to 59
- Statement of Changes in Shareholders' Equity	p. 60 to 61
- Consolidated Cash Flow Statement (abridged version)	p. 62
- Consolidated Accounts (selected Notes)	p. 63 to 121
- Declaration by the Management Board	p. 121

A list setting out all information incorporated by reference is provided on page 323 et seq.

B. Significant changes in the Issuer's financial position and trend information

The performance of HVB Group will depend on the future development on the financial markets, and the real economy in 2020 as well as other remaining imponderables. In this environment, HVB

IX. Description of the Issuer

Group will continuously adapt its business strategy to reflect changes in market conditions and carefully review the management signals derived from this on a regular basis.

There has been (i) no significant change in the financial position of the HVB Group which has occurred since 30 June 2019, and (ii) no material adverse change in the prospects of the HVB Group since 31 December 2018, the date of its last published audited financial statements.

X. Form of Final Terms

X. FORM OF FINAL TERMS

Final Terms

dated [•]

UniCredit Bank AG

Legal Entity Identifier (LEI): 2ZCNRR8UK83OBTEK2170

[Public offer of]

[Increase of the issue volume of]

[Admission to trading of]

[Insert title of the Securities]

(the "**Securities**")

under the

Base Prospectus for Securities with Single Underlying and Multi Underlying
(with (partial) capital protection) II
dated 11 March 2020

under 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 Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). The Final Terms must be read in conjunction with the Base Prospectus of UniCredit Bank AG (the "**Issuer**") for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II dated 11 March 2020 (the "**Base Prospectus**") and in any supplements thereto pursuant to Article 23 of the PR (the "**Supplements**") in order to obtain all the relevant information.*

The Base Prospectus, the documents incorporated by reference into the Base Prospectus, any Supplements and these Final Terms are published in accordance with Article 21 of the PR on [www.onemarkets.de [(for investors in [the Federal Republic of Germany] [and] Luxembourg))] [,] [and] [www.onemarkets.hr (for investors in Croatia)] [,] [and] [www.onemarkets.cz (for investors in the Czech Republic)] [,] [and] [www.onemarkets.hu (for investors in Hungary)] [,] [and] [www.investimenti.unicredit.it (for investors in Italy)] [,] [and] [www.onemarkets.pl (for investors in Poland)] [and] [www.onemarkets.sk (for investors in the Slovak Republic)] (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).

X. Form of Final Terms

[An issue specific summary is annexed to these Final Terms.]¹⁴

*[The validity of the above mentioned Base Prospectus dated 11 March 2020, under which the Securities described in these Final Terms are issued, ends on 11 March 2021. 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) II 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 2020. The latest Base Prospectus for Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II of UniCredit Bank AG will be published on [www.onemarkets.de/basisprospekte [(for investors in [the Federal Republic of Germany] [and] Luxembourg)] [,] [and on] [www.onemarkets.hr (for investors in Croatia)] [,] [and on] [www.onemarkets.cz (for investors in the Czech Republic)] [,] [and on] [www.onemarkets.hu (for investors in Hungary)] [,] [and on] [www.investimenti.unicredit.it (for investors in Italy)] [,] [and on] [www.onemarkets.pl (for investors in Poland)] [and on] [www.onemarkets.sk (for investors in the Slovak Republic)].]*¹⁵

SECTION A – GENERAL INFORMATION

Product Type:

[Garant Securities] [(Product Type 1)]

[All Time High Garant Securities] [(Product Type 2)]

[Express Garant Securities] [(Product Type 3)]

[Best Express Securities (Cap)] [(Product Type 4)]

[Garant Cliquet Securities] [(Product Type 5)]

[Garant Cash Collect Securities] [(Product Type 6)]

[Garant Performance Cliquet Securities] [(Product Type 7)]

[Garant Digital Cash Collect Securities] [(Product Type 8)]

[Garant Performance Cash Collect Securities] [(Product Type 9)]

[Garant Digital Coupon Securities] [(Product Type 10)]

[Garant Digital Cliquet Securities] [(Product Type 11)]

[Performance Telescope Securities] [(Product Type 12)]

[Garant Telescope Securities] [(Product Type 13)]

[Garant Coupon Geoscope Securities] [(Product Type 14)]

[Garant Digital Cash Collect Memory Securities] [(Product Type 15)]

¹⁴ No issuance-specific summary is required in case of Securities with a minimum denomination of 100,000 Euro which are not publicly offered.

¹⁵ 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.

X. Form of Final Terms

[Cash Collect Worst Of Protected] [(Product Type 16)]

Offer and Sale of the Securities:

Information on the offer:

[Insert, if there will be no public offer of the Securities:

No public offer will take place. The Securities will be admitted to a regulated market.]

[Insert, if there will be no subscription period for the Securities:

Starting from [Insert the day of the first public offer] [Insert start of the new public offer], the Securities described in the Final Terms will be continuously offered for sale.]

[Insert, if there will be a subscription period for the Securities:

The Securities are offered starting from the [Insert start date of the subscription period] within a Subscription Period.

[After the end date of the Subscription Period, the Securities will be continuously offered for sale.]]

[The public offer may be terminated by the Issuer at any time without giving any reason.]

[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 confirmation, prior to the Issue Date, by [Insert relevant market(s) or trading venue(s)] 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 [insert market(s) or trading venue(s)] in time for the adoption of the admission provision by the Issue Date.]

[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.]]

Information on the Subscription Period:

Subscription Period: [Insert start date of the subscription period] to [Insert end date of the subscription period] [Insert time, if applicable].]

[Minimum amount for subscription: [Insert]]

[Maximum amount for subscription: [Insert]]

X. Form of Final Terms

Issue Date of the Securities:

Issue Date: [Insert issue date]¹⁶

[The Issue Date for each Security is specified in § 1 of the Product and Underlying Data.]

[Issue Volume] [Aggregate Nominal Amount] of the Securities:

The [Issue Volume] [Aggregate Nominal Amount] 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] [Aggregate Nominal Amount] of [the] [each] Tranche [offered] [issued] under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

Potential investors, offering countries:

[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].]

[A public offer will be made in [Croatia] [,] [and] [the Czech Republic] [,] [and] [the Federal Republic of Germany] [,] [and] [Hungary] [,] [and] [Italy] [,] [and] [Luxembourg] [,] [and] [Poland] [and] [the Slovak Republic].]

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]

Other information regarding the offer and sale of the Securities:

[The smallest transferable [unit][lot][amount] is [Insert smallest transferable unit].]

[The smallest tradable [unit][lot][amount] is [Insert smallest tradable unit].]

[If applicable, insert additional information on the offer and sale of the Securities]

[Not applicable]

Issue Price of the Securities, costs:

Issue Price of the Securities, pricing:

Issue Price: [Insert issue price]¹⁷

[[For all Securities subscribed within the Subscription Period and allocated after the end date of the Subscription Period, the] [The] issue price per Security is specified in § 1 of the Product and Underlying Data.]

[The issue price per Security will be determined by the Issuer [Insert] [on the basis of the product parameters and the current market situation (in particular the price of the Underlying, the implied volatility, interest rates, dividend expectations and lending fees)] [Insert other method for pricing].]

¹⁶ In the case of multi series issuances the issue dates of each series may be included in tabular form.

¹⁷ In the case of multi series issuances the issue prices of each series may be included in tabular form.

X. Form of Final Terms

[The continuous offer will be made on current ask prices provided by the Issuer.]

[The issue price [and the on-going offer price] of the Securities will be published [on the websites of the stock exchanges where the Securities will be traded] [on [*Insert website and, if applicable, heading*]] after its specification. The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.]

Selling concession:

[Not applicable] [An upfront fee in the amount of [*Insert*] is included in the Issue Price.]

Other commissions, costs and expenses:

[Not applicable] [*Insert details regarding other commissions, costs and expenses (for example costs of third parties).*] [The product specific initial costs contained in the issue price amount to [approx.] [*Insert details*].] [The Product Specific Initial Costs contained in the Issue Price [for each Series of Securities] are specified in § 1 of the Product and Underlying Data.] [The Inducements contained in the Issue Price amount [up] to: [*Insert details*].] [The Inducements contained in the Issue Price [for each Series of Securities] are specified in § 1 of the Product and Underlying Data].

Admission to trading and listing:

Admission to trading:

[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 admitted to trading on the following regulated markets:

[Euronext Paris] [regulated market of the Luxembourg Stock Exchange] [*Insert relevant regulated market(s)*].]

[The first trading date [was] [is expected to be] [*Insert date*].]

[If the Securities are already admitted to trading, the following applies:

The Securities are already admitted to trading on the following markets: [*Insert relevant market(s)*].]

[If securities of the same class of the Securities as the Securities to be publicly offered or admitted for trading are already admitted to trading on a regulated market, a third-country market or a multilateral trading facility, 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 regulated markets, third-country markets or multilateral trading facilities: [Euronext Paris] [regulated market of the Luxembourg Stock Exchange] [*Insert relevant regulated market(s), third-country markets or multilateral trading facilities*].]

[Not applicable. No application for the Securities to be admitted to trading has been made [and no such application is intended].]

X. Form of Final Terms

[Admission to listing:

[Application [has been] [will be] made for the Securities to be admitted to listing on the following exchanges, markets and trading systems:

[Insert relevant exchanges, markets and trading systems]

[The listing [has taken place] [is expected to take place] *[Insert date]*.]

[To the knowledge of the Issuer, the Securities are already admitted to listing on the following exchanges, markets and trading systems:

[Insert relevant exchanges, markets and trading systems]]]

[Admission to multilateral trading facilities:

[[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)]*.]

[[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)]*.]

[The *[Insert name of the Market Maker]* (the "**Market Maker**") undertakes to provide liquidity [through bid and offer quotes] in accordance with the market making rules of [Insert relevant market(s), MTF(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 organized and managed by *[Insert relevant market(s), MTF(s) or trading venue(s)]*, and the relevant instructions to such rules] [Borsa Italiana SeDeX MTF] [EuroTLX SIM S.p.A.] *[insert relevant market, MTF or trading venue]*. [Moreover, the Market Maker undertakes to apply, in normal market conditions, a spread between bid and offer quotes not higher than [●] %].]

[Estimated total expenses related to the admission to trading and net amount of the issue/offer:¹⁸

The estimated total expenses related to the admission to trading are [insert] [and the estimated net amount of the proceeds are [insert].]

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, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by all financial intermediaries (so-called general consent).

Offer Period:

The consent 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].

¹⁸ To be included only in case of Securities with a minimum denomination of 100,000 Euro.

X. Form of Final Terms

Offering countries:

The consent is given in relation to [Croatia] [,] [and] [the Czech Republic] [,] [and] [the Federal Republic of Germany] [,] [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, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by the following financial intermediaries (so-called individual consent):

[Insert name(s) and address(es)].

Offer Period:

The consent 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].

Offering countries:

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] [the Federal Republic of Germany] [,] [and] [Hungary] [,] [and] [Italy] [,] [and] [Luxembourg] [,] [and] [Poland] [,] [and] [the Slovak Republic] to [Insert name[s] and address[es]] [Insert details] [the aforementioned financial intermediar[y][ies]].]

Conditions of the consent:

The Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus must ensure that it observes all applicable laws and complies with the Selling Restrictions and the Terms and Conditions.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

[In addition, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is given under the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself to comply with 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 Base 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, any Supplements and the relevant Final Terms is subject to the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms 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 Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.]

[In the case that no consent is given, the following applies:

Not applicable. No consent is given to the use of the Base Prospectus, any Supplements and the relevant Final Terms by any financial intermediary.]

X. Form of Final Terms

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)]* 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].]

Additional information:

[Insert additional information / source where information on the Underlying can be obtained, including source(s) of information by third parties and whether or not it can be obtained free of charge]

[Not applicable]

SECTION B – CONDITIONS

Part A - General Conditions of the Securities

[In case of non-consolidated General Conditions, complete relevant placeholders and specify relevant options:

Form, Clearing System, Custody

Governing law:	[German law (Option 1 of the General Conditions is applicable)] [Italian law (Option 2 of the General Conditions is applicable)]
Type of the Securities:	[Notes] [Certificates]
[Form:	[The Securities are represented by a global note without interest coupons] [in dematerialized registered form (book entry)]
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] <i>[Insert name and address of other paying agent]</i>
Calculation Agent:	[UniCredit Bank AG, Arabellastraße 12, 81925 Munich, Germany] <i>[Insert name and address of other calculation agent]</i>
Custody / Clearing System:	[CBF] [CBL and Euroclear Bank] [Euroclear France] [Euroclear Bank]

X. Form of Final Terms

[Monte Titoli S.p.A.]

[insert other Clearing System]

]

[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

XI. TAX WARNING

The Issuer assumes no responsibility for deducting any withholding taxes. The taxation of income from the Securities is subject to the tax laws in the Federal Republic of Germany, where the Issuer has its registered seat. In addition, the taxation of the Securities may be subject to the tax laws of Croatia, the Czech Republic, the Federal Republic of Germany, Hungary, Italy, Luxembourg, Poland, the Slovak Republic to the extent investors in the Securities are subject to such laws.

U.S. Withholding Tax

Payments under index-linked Securities and equity-linked Securities may be subject to U.S. withholding tax.

U.S. tax rules stipulate that for certain financial instruments (such as for the Securities) a withholding tax (of up to 30% depending on the application of income tax treaties) may be imposed if the payment (or deemed payment) on the financial instruments is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States.

This tax liability may apply even if pursuant to the terms and conditions of the Securities no actual dividend-related amount is paid or a dividend-related adjustment is made and thus investors can only determine with difficulty or not at all any connection to the payments to be made in respect of the Securities.

The Issuer or the custodian of the Security Holder is entitled to deduct from payments made under the Securities any withholding tax accrued in relation to payments made under the Securities.

Furthermore, the Issuer is entitled to take any tax liability pursuant to section 871(m) of the IRC into account in original and continuous pricing of the Securities and to comply with the withholding obligation using provisions that have to be made accordingly. Moreover, a 30% tax rate is generally applied, also when taking account of the tax liability in continuously adjusting amounts, due to the necessity of using a uniform rate for all investors in all cases mentioned. A double taxation may occur in relation to payments made under the Securities in that payments on the Securities may be subject to both U.S. tax and local tax, with no tax credit for the U.S. tax.

If U.S. dividend equivalent taxes are withheld, neither the Issuer nor any paying agent, the custodian of the Security Holder or any other person would be obliged to pay additional amounts to the Security Holders as a result of the deduction or withholding.

XII. GENERAL INFORMATION

A. Selling Restrictions

1. General

No action has been or will be taken in any jurisdiction by the Issuer that would permit a public offering of the Securities, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required other than the approval of the Base Prospectus by the BaFin and a notification to the countries set forth in the Final Terms under "Offer and Sale of the Securities".

The distribution of this Base Prospectus and the offering of Securities may be subject to statutory restrictions in certain jurisdictions. This may in particular affect the offer, sale, possession and/or distribution of Securities as well as the distribution, publication or possession of the Base Prospectus. Persons having access to the Securities and/or the Base Prospectus are required to obtain information on and comply with such restrictions on their own responsibility.

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.

In particular, the Base Prospectus may not be used for the purpose of an offer or advertisement (i) in a country where the offer or advertisement has not been approved provided that such approval is required and/or (ii) to a person to whom such offer or advertisement may not legally be made.

The Base Prospectus including possible supplements thereto and the Final terms do not constitute an offer or an invitation to purchase Securities to any person and may not be viewed as recommendations by the Issuer to purchase Securities.

2. United States of America

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.

Any person when purchasing the Securities agrees with the Issuer and, if different, the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, any Securities so purchased in the United States or to, or for the account or benefit of, any U.S. person, (ii) it is not purchasing any Securities for the account or benefit of any U.S. person and (iii) it will

XII. General Information

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.

B. Availability of Documents

Copies of the following documents will be available for collection in the English language, free of charge, at the offices of the Issuer and of BNP Paribas Securities Services, Luxembourg Branch in its capacity as listing agent for the Securities during usual business hours on any weekday (except Saturdays and public holidays):

- (1) articles of association of the Issuer,¹⁹
- (2) the consolidated annual reports in respect of the fiscal years ended 31 December 2017 of the HVB Group,²⁰
- (3) the consolidated annual reports in respect of the fiscal years ended 31 December 2018 of the HVB Group,²¹
- (4) the unconsolidated annual financial statements of the Issuer in respect of the fiscal year ended 31 December 2018 prepared in accordance with the German Commercial Code (*Handelsgesetzbuch*),²²
- (5) the unaudited consolidated results of HVB Group as of 30 June 2019,²³
- (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).

¹⁹ The document may be inspected on the following website: <https://www.hypovereinsbank.de/hvb/ueber-uns/investor-relations-en/corporate-governance-en>.

²⁰ <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>

²¹ <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>

²² <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>

²³ <https://www.hypovereinsbank.de/portal?view=/de/ueber-uns/investor-relations-en/reports.jsp>

XII. General Information

C. Information incorporated by reference in this Base Prospectus

The following information on the specified pages shall be incorporated by reference in, and form part of, this Base Prospectus in accordance with Article 19 (1) PR.

(1) [Registration Document of UniCredit Bank AG, dated 21 October 2019^{1\)}](#)

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
Risk Factors	p. 4 to 10	p. 5
Statutory Auditors	p. 10	p. 306
UniCredit Bank AG		
- Information about HVB, the parent company of HVB Group	p. 11	p. 306
- Programme Transform 2019	p. 11	p. 306
Business Overview		
- Principal Activities	p. 11 to 12	p. 306
- Business segments of HVB Group	p. 12 to 14	p. 306
- Principal Markets	p. 14	p. 306
Management and Supervisory Bodies	p. 14 to 16	p. 306
Major Shareholders	p. 16	p. 306
Legal and Arbitration Proceedings	p. 16 to 19	p. 306
Proceedings Related to Actions by the Regulatory Authorities	p. 19	p. 306

XII. General Information

(2) Audited financial statements of HVB Group for the fiscal year ended 31 December 2018 (Annual Report HVB Group 2018)²⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Consolidated Income Statement	p. 96 to 97	p. 306
- Consolidated Balance Sheet	p. 98 to 99	p. 306
- Statement of Changes in Consolidated Shareholders' Equity	p. 100 to 102	p. 306
- Consolidated Cash Flow Statement	p. 103	p. 306
- Notes to the Consolidated Financial Statements	p. 104 to 276	p. 306
- Declaration by the Management Board	p. 277	p. 306
- Auditors' Report	p. 278 to 283	p. 306

(3) Audited financial statements of HVB Group for the fiscal year ended 31 December 2017 (Annual Report HVB Group 2017)²⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Consolidated Income Statement	p. 88 to 89	p. 306
- Consolidated Balance Sheet	p. 90 to 91	p. 306
- Statement of Changes in Consolidated Shareholders' Equity	p. 92 to 93	p. 306
- Consolidated Cash Flow Statement	p. 94 to 95	p. 306

XII. General Information

- Notes to the Consolidated Financial Statements	p. 96 to 229	p. 306
- Declaration by the Management Board	p. 229	p. 306
- Auditors' Report	p. 143 to 148	p. 306

(4) **Audited unconsolidated financial statements (*Jahresabschluss*) of UniCredit Bank AG for the fiscal year ended 31 December 2018 (Annual Report UniCredit Bank AG (HVB) 2018)²⁾**

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Income Statement of UniCredit Bank AG	p. 88 to 89	p. 306
- Balance Sheet of UniCredit Bank AG	p. 90 to 95	p. 306
- Notes	p. 96 to 153	p. 306
- Declaration by the Management Board	p. 154	p. 306
- Auditors' Report	p. 155 to 160	p. 306

(5) **Unaudited Consolidated Financial Results of HVB Group as of 30 June 2019 (Half year report at June 30, 2019)²⁾**

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Consolidated Income Statement	p. 56 to 57	p. 306
- Consolidated Balance Sheet	p. 58 to 59	p. 306

XII. General Information

-	Statement of Changes in Shareholders' Equity	p 60 to 61	p. 306
-	Consolidated Cash Flow Statement (abridged version)	p. 62	p. 306
-	Consolidated Accounts (selected Notes)	p. 63 to 121	p. 306
-	Declaration by the Management Board	p. 121	p. 306

(6) Base Prospectus of UniCredit Bank AG dated 25 May 2018 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection)³⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Description of the Securities	p. 121 to 165	p. 122
- Conditions of the Securities	p. 166 to 414	p. 305

(7) Base Prospectus of UniCredit Bank AG dated 15 March 2019 for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) II⁴⁾

Section:	Pages of the document where the incorporated information is set out:	Incorporation of information in this Base Prospectus on the following pages:
- Description of the Securities	p. 98 to 120	p. 122
- Conditions of the Securities	p. 121 to 247	p. 305

XII. General Information

- 1) The document has been approved by BaFin and published on [http://www.onemarkets.de/Rechtliches / Registrierungsdokumente – UVP / 2019](http://www.onemarkets.de/Rechtliches/Registrierungsdokumente-UVP/2019)). The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation.
- 2) The document has been published on the following website of the Issuer: [https://www.hypovereinsbank.de \(Über uns / Investor Relations / Berichte\)](https://www.hypovereinsbank.de/Über-uns/Investor-Relations/Berichte). The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(e) of the Prospectus Regulation.
- 3) The document has been approved by BaFin and published on the following website of the Issuer: [https://www.hypovereinsbank.de \(Über uns / Investor Relations / Emissionen und Deckungsstock / Basisprospekte / 2018\)](https://www.hypovereinsbank.de/Über-uns/Investor-Relations/Emissionen-und-Deckungsstock/Basisprospekte/2018). The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation.
- 4) The document has been approved by BaFin and published on the following website of the Issuer: [https://www.hypovereinsbank.de \(Über uns / Investor Relations / Emissionen und Deckungsstock / Basisprospekte / 2019\)](https://www.hypovereinsbank.de/Über-uns/Investor-Relations/Emissionen-und-Deckungsstock/Basisprospekte/2019). The referenced information is incorporated in this Base Prospectus pursuant to Art. 19(1)(a) of the Prospectus Regulation.

The non-incorporated parts of the aforementioned documents are either not relevant for potential investors or are covered elsewhere in this Base Prospectus.